F01000024 00

Substitution of

Page 2

Florida Department of State
Division of Corporations
Public Access System
Katherine Harris, Secretary of State

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H01000110016 2)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:
Division of Corporations
Fax Number : (850)205-0380

From:
Account Name : MINTMIRE & ASSOCIATES
Account Number : I19990000043
Phone : (561)832-5696
Fax Number : (561)659-5371

RECEIVED
01 NOV -9 PM 3:25
DIVISION OF CORPORATIONS

FILED
2001 NOV -9 PM 4:08
SECRETARY OF STATE
DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

C5 Health, Inc.

Certificate of Status	0
Certified Copy	0
Page Count	01
Estimated Charge	$70.00

Merger
11-9-01
DC

ARTICLES OF MERGER
Merger Sheet

MERGING:

OIX, INC., a Florida corporation, P00000113600

into

C5 HEALTH, INC., a Delaware entity F01000002400

File date: November 9, 2001

Corporate Specialist: Darlene Connell

FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

October 31, 2001

C5 HEALTH, INC.
2 NORTH TAMIAMI TRAIL
SUITE 608
SARASOTA, FL 34236

SUBJECT: C5 HEALTH, INC.
REF: F01000002400

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The document is illegible and not acceptable for imaging.

On page 2, section 1.4 of the agreement and plan of reorganization it states that exhibit A, AMENDED AND RESTATED ARTICLES, are attached hereto. Please provide the exhibit A, AMENDED AND RESTATED ARTICLES, as mentioned in the document.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6906.

Darlene Connell
Corporate Specialist

FAX Aud. #: H01000110016
Letter Number: 401A00059474

FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

October 26, 2001

C5 HEALTH, INC.
2 NORTH TAMIAMI TRAIL
SUITE 608
SARASOTA, FL 34236

SUBJECT: C5 HEALTH, INC.
REF: F01000002400

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The articles of merger must contain the provisions of the plan of merger or the plan of merger must be attached.

IT IS STATED IN #3 THAT THE PLAN OF MERGER IS ATTACHED AS EXHIBIT A.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6880.

Karen Gibson
Corporate Specialist

FAX Aud. #: H01000110016
Letter Number: 701A00058896

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

H010001100162

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
2001 NOV -9 PM 4:08

ARTICLES OF MERGER OF
OIX, INC., A FLORIDA CORPORATION
INTO
C5 HEALTH, INC., A DELAWARE CORPORATION

ARTICLES OF MERGER between OIX, INC., a Florida corporation, ("OIX") and C5 HEALTH, INC., a Delaware corporation, (C5").

Under Section 607.1105 of the Florida Business Corporation Act (the "Act"), OIX and C5 adopt the following Articles of Merger:

1. The Agreement and Plan of Merger dated September 15, 2001, between OIX and C5 was approved and adopted by the shareholders of C5 on September 14, 2001 and was adopted by the shareholders of OIX on SEPTEMBER 14, 2001

2. Under the Plan of Merger, all issued and outstanding shares of C5's stock will be acquired by means of a merger of OIX into C5 with C5 the surviving corporation.

3. The Plan of Merger is attached as Exhibit A and incorporated by reference as it fully set forth.

4. Under Section 607.1101(1)(b) of the Act, the date and time of the effectiveness of the Merger shall be on the latter of dates of the filing of these Articles of Merger with the Secretary of State of Florida and Delaware.

IN WITNESS WHEREOF, the parties have set their hands on October 1, 2001.

C5 HEALTH, INC.,
A Delaware corporation

By: _____
William P. Danielczyk, Chairman

OIX, INC.,
A Florida corporation

By: _____
G. Michael Swor, Chief Executive Officer and Chairman

Mintmire & Associates
Donald F. Mintmire, Esq.
265 Sunrise Avenue, Suite 204
Palm Beach, FL 33480
Phone Number: (561) 832-5696
FL Bar No.: 402435

AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

BY AND AMONG

SURGICAL SAFETY PRODUCTS, INC.

OIX INC.

AND

CS HEALTH, INC.

September 15, 2001

TABLE OF CONTENTS

LIST OF EXHIBITS AND SCHEDULES

Exhibit	Description
Exhibit A	Articles of Incorporation
Exhibit B	The Company's Unaudited Financial Statements
Exhibit C	Acquiror SEC Documents
Exhibit D	Form of Employment Agreement
Exhibit E	Registration Rights Agreement
Exhibit F	Investment Representation Letters
Exhibit G	Corporate Legal Opinion

Schedule	Description
Schedule 3.4	Capitalization
Schedule 3.8	Absence of Undisclosed Liabilities
Schedule 3.12	Title to Properties; Liens and Encumbrances
Schedule 3.13	Intellectual Property
Schedule 3.17	Consents
Schedule 4.5	Capitalization
Schedule 4.13	Title to Properties; Liens and Encumbrances
Schedule 4.18	Consents
Schedule 5.6	Employment Agreements

AGREEMENT AND PLAN OF REORGANIZATION

THIS AGREEMENT AND PLAN OF REORGANIZATION (this "Agreement") dated as of September 15, 2001, is entered into by and among **SURGICAL SAFETY PRODUCTS, INC.**, a New York company ("Acquiror"), **OIX INC.**, a Florida corporation and wholly-owned subsidiary of Acquiror ("Merger Sub"), and **CS HEALTH, INC.**, a Delaware corporation (the "Company").

RECITALS:

WHEREAS, Acquiror, Merger Sub and the Company intend to effect a merger of Merger Sub with and into the Company (the "Merger") pursuant to this Agreement and in accordance with the Florida Business Corporation Act ("Florida Law") and the Delaware Corporation Law ("Delaware Law"); and

WHEREAS, the Board of Directors of Merger Sub and its parent, Acquiror have determined that the Merger is consistent with and in furtherance of the long term strategy of the Merger Sub and is fair to, and in the best interest of, the Merger Sub and Acquiror and the Board of Directors of Merger Sub and Acquiror as its shareholder have approved and adopted the Plan of Merger attached hereto as Exhibit A, this Agreement and the transactions contemplated thereby; and

WHEREAS, the Board of Directors of the Company has determined that the Merger is consistent with and in furtherance of the long term business strategy of the Company and is fair to, and in the best interest of, the Company and its shareholders and has approved and adopted the Plan of Merger attached hereto as Exhibit A, this Agreement and the transactions contemplated thereby, and recommended approval and adoption of this Agreement by the shareholders of the Company; and

WHEREAS, it is intended that for federal income tax purposes the Merger qualify as a tax free reorganization within the meaning of Section 368(a) of the United States Internal Revenue Code of 1986, as amended (the "Code"), and that for accounting purposes the Merger will be treated as a purchase.

NOW, THEREFORE, in consideration of the foregoing and the mutual benefits to be derived from this Agreement and the representations, warranties, covenants, agreements, conditions and promises contained herein, the parties hereby agree as follows:

ARTICLE I

MERGER

1.1. The Merger. In accordance with the provisions of, and subject to the terms and conditions of, this Agreement, Florida Law and Delaware Law, at the Effective Time (defined below), Merger Sub shall be merged with and into the Company, and the Company shall continue as the surviving corporation of the Merger (the "Surviving Corporation").

1.2. The Effective Time of the Merger. Subject to the provisions of this Agreement, Florida Law and Delaware Law, Articles of Merger and a Certificate of Merger with respect to the Merger shall be executed, delivered and filed with the Secretary of State of the State of Florida by Merger Sub and with the Secretary of State of the State of Delaware by the Company on the Closing Date (as hereinafter defined). The Merger shall become effective on the date and time set forth in the Articles of Merger and Certificate of Merger (the "Effective Time").

1.3. Effect of Merger. At the Effective Time, the separate existence of Merger Sub shall cease and Merger Sub shall be merged with and into the Surviving Corporation, and the Surviving Corporation shall possess all of the rights, privileges, powers and franchises as well of a public as of a private nature, and be subject to all the restrictions, disabilities and duties of a corporation and shall have such other effects as provided by Delaware Law.

1.4. Articles of Incorporation and Bylaws of Surviving Corporation. From and after the Effective Time: (a) the Articles of Incorporation (the "Articles") of Acquiror and the Surviving Corporation shall be amended and restated; (the bylaws of Acquiror and the Surviving Corporation shall be amended and restated to conform to the bylaws of the Merger Sub in effect immediately prior to the Effective Time, unless and until altered, amended or repealed as provided in the Articles or such bylaws; (c) the three (3) directors of Merger Sub immediately prior to the Effective Time shall be directors of the Surviving Corporation along with three (3) directors from the Surviving Corporation, unless and until removed, or until their respective terms of office shall have expired, with William Danielozyk serving as Chairman of the Board and G. Michael Swor acting as Vice Chairman, in accordance with the Articles and the bylaws of the Surviving Corporation, as amended hereby, as applicable; (d) the three (3) directors of Acquiror immediately prior to the Effective Time shall be joined by three (3) directors of the Surviving Corporation, unless and until removed, or until their respective terms of office shall have expired, with William Danielczyk serving as Chairman of the Board and G. Michael Swor acting as Vice Chairman, in accordance with the Articles and the bylaws of Acquiror, as amended hereby, as applicable; and (e) G. Michael Swor shall assume the post as Chief Executive Officer of Acquiror and the Surviving Corporation with Tim Novak assuming the role of President and Chief Operating Officer of Acquiror and the Surviving Corporation, both of whom serve with the other officers of the Surviving Corporation immediately prior to the Effective Time, each of whom will become an officer of Acquiror, unless and until removed, or until their respective terms of office shall have expired, as applicable.

1.5. Taking of Necessary Action. Prior to the Effective Time, the parties hereto shall do or cause to be done all such acts and things as may be necessary or appropriate in order to effectuate the Merger as expeditiously as reasonably practicable, in accordance with this Agreement.

ARTICLE II

CONVERSION AND EXCHANGE OF SECURITIES

2.1. Conversion of Shares.

(a) Common Stock. At the Effective Time, each share of common stock, par value $0.0001 per share, of the Company ("Company Common Stock"), issued and outstanding immediately prior to the Effective Time other than Dissenting Shares shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and represent the right to receive _____ validly issued, fully paid and nonassessable shares of common stock, par value $.001 per share ("Acquiror Common Stock"), of Acquiror (the "Merger Consideration"), the intention being that the shareholders of the Company shall receive in the aggregate the number of shares of Acquiror Common Stock equal to the number of shares of Acquiror Common Stock outstanding immediately prior to the Effective Time.

(b) Merger Sub Shares. Each share of common stock, par value $.001 per share, of Merger Sub issued and outstanding immediately prior to the Effective Time shall, at the Effective Time, by virtue of the Merger and without any action on the part of Acquiror, be converted into and represent the right to receive one (1) validly issued, fully paid and nonassessable share of the common stock, par value $ .001 per share, of the Surviving Corporation.

(c) Shares Owned by Acquiror. Any shares of Company Capital Stock owned by Acquiror, Merger Sub or any other direct or indirect wholly-owned subsidiary of Acquiror shall, at the Effective Time, be canceled and retired and shall cease to exist and no consideration shall be delivered in exchange therefor.

(d) No Further Rights in Company Capital Stock. On and after the Effective Time, holders of certificates which immediately prior to the Effective Time represented shares of Company Capital Stock (the "Stock Certificates") shall cease to have any rights as shareholders of the Company, except the right to receive the Merger Consideration set forth in this Article II and registration rights as provided herein for each share of Company Capital Stock held by them.

(e) Fractional Shares. There are no fractional shares of Company Capital Stock issued and outstanding, therefore no fractional shares of Acquiror Capital Stock shall be issued pursuant hereto.

2.2. Exchange of Stock Certificates Representing Company Capital Stock.

(a) Exchange Agent. Immediately following the Effective Time, Acquiror shall deliver, in trust, to an exchange agent selected by Acquiror, which shall be Acquiror's transfer agent or such other party reasonably satisfactory to the Company (the "Exchange Agent"), for the benefit of the holders of shares of Company Common Stock, certificates representing an aggregate number of shares of Acquiror Common Stock (such certificates for shares of Acquiror Capital Stock, together with any dividends or distributions with respect

thereto, being hereinafter referred to as the "Exchange Fund") to be paid pursuant to this Section 2.2 in exchange for shares of Company Common Stock. Acquiror shall pay all charges and expenses of the Exchange Agent.

(b) Exchange Procedures. As soon as practicable after the Effective Time, Acquiror shall cause the Exchange Agent to mail to each holder of record of a Stock Certificate (each a "Holder"): (i) a letter of transmittal which shall specify that delivery of such Stock Certificates shall be deemed to have occurred, and risk of loss and title to the Stock Certificates shall pass, only upon delivery of the Stock Certificates to the Exchange Agent and shall be in such form and have such other provisions as Acquiror may reasonably specify; and (ii) instructions for use in effecting the surrender of the Stock Certificates in exchange for certificates representing shares of Acquiror Capital Stock. Upon surrender of a Stock Certificate for cancellation to the Exchange Agent together with such letter of transmittal, duly executed and completed in accordance with the instructions thereto, the holder of such Stock Certificate shall be entitled to receive in exchange therefor a certificate representing that number of whole shares of Acquiror Capital Stock which such holder has the right to receive in respect of the Stock Certificate surrendered pursuant to the provisions of this Article II, after giving effect to any required withholding tax, and the Stock Certificate so surrendered shall forthwith be canceled. No interest will be paid or accrued on the cash in lieu of unpaid dividends and distributions, if any, payable to holders of Stock Certificates. If any certificate for Acquiror Capital Stock is to be issued to a person other than a person in whose name the Stock Certificate representing the shares of Company Capital Stock surrendered in exchange therefor is registered, it shall be a condition of such exchange that the person requesting such exchange shall pay to the Exchange Agent any transfer or other taxes required by reason of issuance of certificates for such Acquiror Capital Stock to a person other than the registered holder of the Stock Certificate surrendered, or shall establish to the reasonable satisfaction of the Exchange Agent that such tax has been paid or is not applicable.

(c) Distributions with Respect to Unexchanged Shares. Notwithstanding anything in this Agreement to the contrary, no dividends on Acquiror Capital Stock shall be paid with respect to any shares of Company Capital Stock represented by a Stock Certificate until such Stock Certificate is surrendered for exchange as provided herein. Subject to the effect of applicable laws, following surrender of any such Stock Certificate, there shall be paid to the holder of the certificates representing whole shares of Acquiror Capital Stock issued in exchange therefor, without interest: (i) at the time of such surrender, the amount of dividends or other distributions with a record date after the Effective Time theretofore payable with respect to such whole shares of Acquiror Capital Stock and not paid, less the amount of any withholding taxes which may be required thereon, and (ii) at the appropriate payment date, the amount of dividends or other distributions with a record date after the Effective Time but prior to surrender and a payment date subsequent to surrender payable with respect to such whole shares of Acquiror Capital Stock, less the amount of any withholding taxes which may be required thereon.

(d) Closing of the Company's Transfer Books. At or after the Effective Time, there shall be no transfers on the stock transfer books of the Company of the shares of Company Capital Stock that were outstanding immediately prior to the Effective Time. If, after the

Effective Time, Stock Certificates are presented to the Surviving Corporation, they shall be canceled and exchanged for the Merger Consideration pursuant to this Article II.

(e) Unclaimed Exchange Funds. Any portion of the Exchange Fund (including the proceeds of any investments thereof and any certificates representing shares of Acquiror Capital Stock) that remains unclaimed by the former shareholders of the Company one (1) year after the Effective Time shall be delivered to the Surviving Corporation. Any former shareholders of the Company who have not theretofore complied with this Article II shall thereafter look only to the Surviving Corporation for the Merger Consideration deliverable in respect of each share of Company Capital Stock such shareholder holds, as determined pursuant to this Agreement, without any interest thereon.

(f) Effect of Escheat Laws. Notwithstanding the foregoing, neither the Exchange Agent nor any party hereto shall be liable to a former holder of shares of Company Capital Stock for any Merger Consideration delivered to a public official pursuant to any applicable abandoned property, escheat or similar laws.

(g) Lost Stock Certificates. In the event that any Stock Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such Stock Certificate to be lost, stolen or destroyed the shares of Acquiror Capital, and unpaid dividends and distributions on shares of Acquiror Capital Stock as provided in this Section 2.2, and reasonable inquiry by the Acquiror into the books and records of Surviving Corporation, shall be deliverable in respect thereof pursuant to this Agreement.

2.3. Shares of Dissenting Shareholders. Notwithstanding anything in this Agreement to the contrary, any shares of Company Capital Stock that are issued and outstanding as of the Effective Time and that are held by a shareholder who has properly exercised his appraisal rights (the "Dissenting Shares") under Delaware Law shall not be converted into the right to receive the Merger Consideration unless and until the holder shall have failed to perfect, or shall have effectively withdrawn or lost, his right to dissent from the Merger under Delaware Law and to receive such consideration as may be determined to be due with respect to such Dissenting Shares pursuant to and subject to the requirements of Delaware Law.

2.4. Number of Shares to be Exchanged. Notwithstanding anything in this Agreement to the contrary, the Merger is expressly conditioned upon, and will not be effective unless, the holders of all the issued and outstanding Company Capital Stock immediately prior to the Effective Time hold at least fifty percent (50%) of all the issued and outstanding Acquiror Capital Stock upon consummation of the Merger at the Effective Time.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as otherwise set forth on a Schedule of Exceptions, the Company makes the following representations and warranties to Acquiror, each of which shall be deemed material

(and Acquiror, in executing, delivering and consummating this Agreement, has relied and will rely upon the correctness and completeness of each of such representations and warranties):

3.1. Organization, Good Standing and Qualification. The Company is a corporation duly organized and validly existing under the laws of the State of Delaware and is in good standing under such laws and has requisite corporate power and authority to own properties owned by it and to conduct business as being conducted by it, except where the failure to be existing and in good standing or have such power would not have a Company Material Adverse Effect (as defined herein). The Company is qualified to do business as a foreign corporation under Florida Law. With the exception of its qualification to do business in the State of Florida, the Company does not own or lease property or engage in any activity in any jurisdiction that might require its qualification to do business as a foreign corporation in any jurisdiction, except where the failure to be so qualified would not have a Company Material Adverse Effect. As used in this Agreement, "Company Material Adverse Effect" means any material adverse change in, or material adverse effect on, the business, financial condition or operations of the Company and its Subsidiary (as defined below), taken as a whole; provided, however, that, the effects of changes that are generally applicable to: (a) the industries and markets in which the Company operates; or (b) the United States economy shall be excluded from the determination of Company Material Adverse Effect; and provided, further, that any adverse effect on the Company resulting from the execution of this Agreement and the announcement of this Agreement and the transactions contemplated hereby shall also be excluded from the determination of Company Material Adverse Effect. The Company has no subsidiaries.

3.2. Articles of Incorporation and Bylaws. Prior to the Effective Time, the Company will deliver to Acquiror accurate and complete copies of its Articles and bylaws, including all amendments thereto. There has not been any violation of any deprivations of the Company's Articles or bylaws, and no action has been taken that is inconsistent in any material respect with any resolution adopted by the shareholders, the board of directors or any committee of the board of directors.

3.3. Corporate Authority. The Company has all requisite corporate power and authority to execute and deliver this Agreement, to carry out and perform its obligations hereunder and to consummate the transactions contemplated hereby. The Company's board of directors has duly and validly authorized the execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated herein. The Company is required to comply with Sections 251 and 252 of Delaware Law with regard to shareholder authorization of the transaction in order to consummate the transactions contemplated hereby.

3.4. Capitalization. The authorized capital stock of the Company consists of 100 Million shares of common stock and 10 Million shares of preferred stock. As of the date of this Agreement, there were 33,923,000 shares of common stock issued and outstanding and no shares of preferred stock issued and outstanding. All the issued and outstanding shares of common stock and preferred stock have been duly authorized and validly issued, are fully paid and nonassessable, were not issued in violation of or subject to any preemptive rights or other rights to subscribe for or purchase securities of the Company. Except as set forth in Schedule 3.4, as of

the date hereof, the Company does not have outstanding any options to purchase, or any preemptive rights or other rights to subscribe for or to purchase, any securities or obligations convertible into, or any contracts or commitments to issue or sell, shares of its capital stock or any such options, rights, convertible securities or obligations. As of the date hereof, there are no existing voting trusts or similar agreements to which the Company is a party with respect to the voting of the capital stock of the Company. The Company holds no shares of its capital stock in its treasury.

3.5. Valid and Binding Agreement. Assuming this Agreement constitutes the valid and binding obligation of the other parties hereto and subject to the adoption of this Agreement by a majority of the Company's shareholders, this Agreement, when executed and delivered by the Company, constitutes or will constitute the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to: (a) applicable bankruptcy, insolvency, reorganization and moratorium laws and other laws of general application affecting enforcement of creditors' rights generally; and (b) equitable defenses and to the discretion of the court before which any proceedings seeking the remedy of specific performance and injunctive and other forms of equitable relief may be brought.

3.6. No Breach of Statute or Contract. To the knowledge of any director or officer of the Company, and other than in connection with provisions of the Business Corporation Law of New York, Florida Law, Delaware Law, the Securities Exchange Act of 1934 ("Exchange Act"), as amended, the Securities Act of 1933, ("Securities Act") as amended, any state securities laws and except for: (a) the filing of the Articles of Merger and a Certificate of Merger; and (b) matters specifically described in this Agreement, neither the execution, delivery and performance of this Agreement by the Company nor compliance with the terms and provisions of this Agreement on the part of the Company will: (i) violate any provision of the Company's Articles, bylaws or any other organizational documents of the Company, as amended; (ii) require the issuance of any authorization, license, consent or approval of or require notice to or filing with, any federal or state governmental agency; or (iii) conflict with, result in the breach or violation of, or constitute, either by itself or upon notice or the passage of time or both a default under any mortgage, indenture, agreement, permit, deed of trust, lease, franchise, license or instrument to which the Company is a party or by which, to its knowledge, it or any of its properties is bound, or any judgment, decree, order, rule or regulation or other restriction of any court or any regulatory body, administrative agency or other governmental body applicable to the Company or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of the properties or assets of the Company pursuant to any such term, except in the case of clauses (ii) or (iii) for such violations, breaches or defaults which, or authorizations, licenses, consents, approvals, notices or filings the failure of which to obtain or make, (x) would not have a Company Material Adverse Effect or would not materially adversely affect the ability of the Company to consummate the transactions contemplated by this Agreement, or (y) would become applicable as a result of the business or activities in which Acquiror or Merger Sub is or proposes to be engaged or as a result of any acts or omissions by, or the status of any facts pertaining to, Acquiror or Merger Sub.

3.7. Financial Information. The Company has provided unaudited financial statements dated within 45 days of execution of this Agreement that show the financial condition of the

company since inception in April 2001 to such date (the "Company's Unaudited Statements"). Attached as Exhibit B is a copy of the Company's Unaudited Financial Statements. Within sixty (60) days of the Effective Time, the Company will provide Acquiror with audited financial statements through the Effective Time (the "Company's Audited Financial Statements"). As of their respective dates or, if amended, as of the date of the last such amendment, the Company's Unaudited Financial Statements, including, without limitation, any financial statements or schedules included therein did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Each of the consolidated balance sheets (including the related notes) included in the Company's Unaudited Financial Statement fairly presents in all material respects the financial position of the Company as of the respective dates thereof, and the other related statements (including the related notes) included therein fairly present in all material respects the results of operations and cash flows of the Company for the respective periods or as of the respective dates set forth therein. Each of the consolidated balance sheets and statements of operations and cash flows (including the related notes) included in the Company's Unaudited Financial Statements has been prepared in all material respects in accordance with United States generally accepted accounting principles ("GAAP") applied on a consistent basis during the periods involved, except as otherwise noted therein and subject, in the case of unaudited interim financial statements, to normal year-end adjustments.

3.8. Absence of Undisclosed Liabilities. Except: (a) as set forth in Schedule 3.8; and (b) for liabilities and obligations disclosed in the Company Unaudited Financial Statements, the Company has not, to the Company's knowledge, incurred any material debts, liabilities or obligations, contingent or absolute, that would be required to be reflected or reserved against in a consolidated balance sheet of the Company prepared in accordance with GAAP and that would constitute a Company Material Adverse Effect.

3.9. Absence of Certain Changes. Since July 31, 2001, the date of the Company's Unaudited Financial Statements, the Company has not suffered any change constituting a Company Material Adverse Effect.

3.10. Tax Matters. The Company has filed or will file within the time prescribed by law (including extensions of time approved by the appropriate taxing authority) all tax returns and reports required to be filed with the United States Internal Revenue Service and with the States of Delaware and Florida, as the case may be, and (except to the extent that the failure to file would not have a Company Material Adverse Effect) with all other jurisdictions where such filing is required by law. The Company has paid, or made adequate provision in the Company's Unaudited Financial Statements for the payment of, all taxes, interest, penalties, assessments or deficiencies shown to be due or claimed to be due on or in respect of such tax returns and reports. The Company knows of: (a) no other material tax returns or reports which are required to be filed which have not been so filed; and (b) no material tax deficiency for any fiscal period or any basis thereof. The Internal Revenue Service has not audited the Company's federal income tax returns. Notwithstanding anything to the contrary contained in this Agreement, the Company does not make any representations or warranties to Acquiror or Merger Sub, their

shareholders or to any other person concerning whether this transaction will qualify as a tax free reorganization under the Code.

3.11. Litigation. There is neither pending nor, to the Company's knowledge, threatened any legal or governmental action, suit, investigation, proceeding or claim, to which the Company is or may be named as a party by or before any court, governmental or regulatory authority or by any third party that is reasonably likely to have a Company Material Adverse Effect. In addition, the Company is not a party or subject to the provisions of any material injunction, judgment, decree, or order of any court, regulatory body, administrative agency or other governmental body.

3.12. Title to Properties; Liens and Encumbrances. The Company has good and valid title and will have on at the Effective Time: (a) in fee simple to all the real property; and (b) in all other property and assets recorded on the Company Unaudited Financial Statements, free from all mortgages, pledges, liens, security interests, conditional sale agreements, encumbrances or charges, except: (i) as would not have a Company Material Adverse Effect; (ii) as shown on the Company Financial Statements; (iii) tax, materialmen's or like liens for obligations not yet due or payable or being contested in good faith by appropriate proceedings; or (iv) as set forth in Schedule 3.12. Except as set forth in Schedule 3.12, the Company owns or has adequate rights to use all such properties or assets as are necessary to its operations as now conducted.

3.13. Intellectual Property. Except for such claims as set forth in Schedule 3.13 or , which individually or in the aggregate, would not have a Company Material Adverse Effect, there are no pending or threatened claims of which the Company has been given written notice by any person against its use of any material trademarks, trade names, service marks, service names, mark registrations, logos, assumed names and copyright registrations, patents and all applications therefor which are owned by the Company and used in its operations as currently conducted (collectively, the "Company Intellectual Property"). To the Company's knowledge, the Company has such ownership of or such rights by license, lease or other agreement to the Company Intellectual Property as is necessary to permit it to conduct its respective operations as currently conducted, except where the failure to have such rights would not have a Company Material Adverse Effect.

3.14. Compliance with Contracts. To the best of the Company's knowledge the Company is not in violation of or default under any provision of: (a) any mortgage, indenture, contract, agreement, license, deed of trust, lease, franchise, permit or other instrument to which it is a party or by which it or any of its properties are bound and there does not exist any state of facts which constitutes an event of default or which, with notice or lapse of time or both, would constitute an event of default; or (b) any judgment, decree, order, statute, rule or regulation to which the Company is subject to, but excluding from the foregoing clauses (a) and (b), defaults or violations which would not have a Company Material Adverse Effect or which become applicable as a result of the business or activities in which Acquiror or Merger Sub is or proposes to be engaged or as a result of any acts or omissions by, or the status of any facts pertaining to, Acquiror or Merger Sub.

3.15. Compliance with Environmental Laws. The Company is in material compliance with all applicable statutes, laws and regulations relating to the protection of the environment or occupational health and safety except for non-compliance which would not individually or in the aggregate, have a Company Material Adverse Effect. The Company has not received any written notice of, or to the knowledge of the Company, is the subject of, any actions, claims, investigations, demands or notices alleging liability under or non-compliance with any law relating to the protection of the environment or occupational health and safety which would, individually or in the aggregate, have a Company Material Adverse Effect.

3.16. Brokers or Finders. The Company represents, as to itself and its affiliates, that no agent, broker, investment banker, financial advisor or other firm or person is or will be entitled to any brokers' or finder's fee or any other commission or similar fee in connection with any of the transactions contemplated by this Agreement.

3.17. Consents. The Company's execution and delivery of this Agreement does not, and the Company's performance of this Agreement and the consummation of the transaction contemplated hereby will not, require any filing with, delivery of notice to or receipt of any material consent from, any Person except for: (a) as set forth on Schedule 3.17; (b) applicable requirements of the Securities Act of 1933, as amended; and (c) the filing of Articles of Merger and a Certificate of Merger as required by Delaware Law and Florida law.

3.18. Untrue or Omitted Facts. No representations, warranty or statement by the Company in this Agreement contains any untrue statement of a material fact, or omits or will omit to state a fact necessary in order to make such representations, warranties or statements not materially misleading. Without limitation of the foregoing, there is no fact known to the Company that has had, or which may be reasonably expected to have, a Company Material Adverse Effect that has not been disclosed in writing to Acquiror.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF ACQUIROR AND MERGER SUB

Except as otherwise set forth on a Schedule of Exceptions, Acquiror and Merger Sub hereby make the following representations and warranties to the Company, each of which shall be deemed material (and Company, in executing, delivering and consummating this Agreement, has relied and will rely upon the correctness and completeness of each of such representations and warranties):

4.1. Organization, Good Standing and Qualification. Each of Acquiror and Merger Sub is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted, except where the failure to be so organized, existing and in good standing or to have such power and authority would not have a Acquiror Material Adverse Effect (as defined herein). Acquiror and each of its Subsidiaries is duly qualified or licensed to do business and in good standing in each jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by

it makes such qualification or licensing necessary, except where the failure to be so duly qualified or licensed and in good standing would not have a Acquiror Material Adverse Effect. As used in this Agreement, "Acquiror Material Adverse Effect" means any material adverse change in, or material adverse effect on, the business, financial, condition or operations of Acquiror and its Subsidiaries, taken as a whole; provided, however, that the effects of changes that are generally applicable to: (a) the industries or markets in which Acquiror and its Subsidiaries operate; (b) the United States economy; or (c) the United States Securities markets, shall be excluded from the determination of Acquiror Material Adverse Effect; and provided, further, that any adverse effect on Acquiror and its Subsidiaries resulting from the execution of this Agreement and the announcement of this Agreement and the transactions contemplated hereby shall also be excluded from the determination of Acquiror Material Adverse Effect.

4.2. Certificate of Incorporation and Bylaws. Prior to the Effective Time, Acquiror will deliver to the Company accurate and complete copies of its Certificate of Incorporation and bylaws, including all amendments thereto. There has not been any violation of any deprivations of Acquiror's Certificate of Incorporation or bylaws, and no action has been taken that is inconsistent in any material respect with any resolution adopted by the shareholders, the board of directors or any committee of the board of directors. Prior to the Effective Time, Merger Sub will deliver to the Company accurate and complete copies of its Articles and bylaws, including all amendments thereto. There has not been any violation of any of the provisions of Merger Sub's Articles or bylaws, and no action has been taken that is inconsistent in any material respect with any resolution adopted by Acquiror, its sole shareholder, the board of directors or any committee of the board of directors of Merger Sub.

4.3. Corporate Authority. Acquiror and Merger Sub each has all requisite corporate power and authority to execute and deliver this Agreement and will have at the Closing Date all requisite corporate power and authority to carry out and perform its obligations hereunder and to consummate the transactions contemplated hereby. Their respective board of directors has duly and validly authorized the execution, delivery and performance by Acquiror and Merger Sub of this Agreement and the consummation of the transactions contemplated herein. No further corporate authorization is necessary on the part of Acquiror or Merger Sub to consummate the transactions contemplated hereby.

4.4. Subsidiary. Acquiror has no subsidiaries except Merger Sub and does not directly or indirectly own of record or beneficially any capital stock or equity interest or investment in any corporation, association or business entity except as disclosed in documents filed by Acquiror with the Securities and Exchange Commission ("SEC").

4.5. Capitalization. The authorized capital stock of Acquiror consists of 100,000,000 shares of common stock. As of the date of this Agreement, there were 19,582,000 shares of common stock issued and outstanding. All the issued and outstanding shares of common stock have been duly authorized and validly issued, are fully paid and nonassessable, were not issued in violation of or subject to any preemptive rights or other rights to subscribe for or purchase securities of Acquiror. Except as set forth in Schedule 4.5, as of the date hereof, Acquiror does not have outstanding any options to purchase, or any preemptive rights or other rights to subscribe for or to purchase, any securities or obligations convertible into, or any contracts or

commitments to issue or sell shares of its capital stock or any such options, rights, convertible securities or obligations. As of the date hereof, there are no existing voting trusts or similar agreements to which Acquiror is a party with respect to the voting of the capital stock of Acquiror. Acquiror holds no shares of its capital stock in its treasury. The stock of Acquiror is publicly quoted on the OTC Bulletin Board, and the Acquiror is in compliance with all requirements for quotation of its shares on the OTC Bulletin Board.

4.6. Valid and Binding Agreement. Assuming this Agreement constitutes the valid and binding obligation of the other parties hereto, this Agreement, when executed and delivered by Acquiror and Merger Sub, constitutes or will constitute the legal, valid and binding obligation of Acquiror and Merger Sub, enforceable against Acquiror and Merger Sub in accordance with its terms, subject to: (a) applicable bankruptcy, insolvency, reorganization and moratorium laws and other laws of general application affecting enforcement of creditors' rights generally; and (b) equitable defenses and to the discretion of the court before which any proceedings seeking the remedy of specific performance and injunctive and other forms of equitable relief may be brought.

4.7. No Breach of Statute or Contract. To the knowledge of any director or officer of the Acquiror, and other than in connection with provisions of Florida Law, Delaware Law, the Exchange Act, the Securities Act, any state securities laws and except for: (a) the filing of the Articles of Merger and Certificate of Merger; (b) applicable requirements under corporation or "Blue Sky" laws of various states; and (c) matters specifically described in this Agreement, neither the execution, delivery and performance of this Agreement by Acquiror and Merger Sub, nor compliance with the terms and provisions of this Agreement on the part of Acquiror and Merger Sub will: (i) violate any provision of Acquiror's and Merger Sub's Certificate of Incorporation or Articles, respectively, bylaws or any other organizational documents of Acquiror and Merger Sub, as amended; (ii) require the issuance of any authorization, license, consent or approval of or require notice to or filing with, any federal or state governmental agency; or (iii) conflict with, result in the breach or violation of, or constitute, either by itself or upon notice or the passage of time or both a default under any mortgage, indenture, agreement, permit, deed of trust, lease, franchise, license or instrument to which Acquiror or Merger Sub are a party or by which they or any of their properties are bound, or any judgment, decree, order, rule or regulation or other restriction of any court or any regulatory body, administrative agency or other governmental body applicable to Acquiror or Merger Sub or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of the properties or assets of the Company pursuant to any such term, except in the case of clauses (ii) or (iii) for such violations, breaches or defaults which, or authorizations, licenses, consents, approvals, notices or filings the failure of which to obtain or make, (x) would not have an Acquiror Material Adverse Effect or would not materially adversely affect the ability of Acquiror or Merger Sub to consummate the transactions contemplated by this Agreement, or (y) would become applicable as a result of the business or activities in which the Company is or proposes to be engaged or as a result of any acts or omissions by, or the status of any facts pertaining to, the Company.

4.8. SEC Reports and Financial Statements. Acquiror has filed with the SEC all forms, reports, schedules, statements and other documents required to be filed by it under the Exchange Act or the Securities Act. Attached hereto as Exhibit C is a copy, without exhibits, of

the Acquiror's Annual Report for the fiscal year ended December 31, 2000 and its Quarterly Report for the quarter ended June 30, 2001, which were filed with the SEC under the Exchange Act (collectively, the "Acquiror SEC Documents"). As of their respective dates or, if amended, as of the date of the last such amendment, the Acquiror SEC Documents, including, without limitation, any financial statements or schedules included therein, did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Each of the consolidated balance sheets (including the related notes) included in the Acquiror SEC Documents fairly presents in all material respects the financial position of Acquiror and its consolidated Subsidiaries as of the respective dates thereof, and the other related statements (including the related notes) included therein fairly present in all material respects the results of operations and cash flows of Acquiror and its consolidated Subsidiaries for the respective periods or as of the respective dates set forth therein. Each of the consolidated balance sheets and statements of operations and cash flows (including the related notes) included in the Acquiror SEC Documents has been prepared in all material respects in accordance with GAAP applied on a consistent basis during the periods involved, except as otherwise noted therein and subject, in the case of unaudited interim financial statements, to normal year-end adjustments. Except as noted therein, the audited consolidated and consolidating financial statements and the unaudited consolidated and consolidating financial statements in the Acquiror SEC Documents (the "Acquiror Financial Statements" have been prepared in accordance with GAAP and fairly present, in all material respects, the financial position of Acquiror as of the dates thereof and the results of its operations and cash flows for the periods then ended subject, with respect to the unaudited financial statements, to normal year end adjustments.

4.9. Absence of Undisclosed Liabilities. Except for liabilities and obligations disclosed in the Acquiror Financial Statements, Acquiror has not incurred any material debts, liabilities or obligations, contingent or absolute, that would be required to be reflected or reserved against in a consolidated balance sheet of Acquiror prepared in accordance with GAAP and that would constitute an Acquiror Material Adverse Effect.

4.10. Absence of Certain Changes. Since June 30, 2001, Acquiror has not suffered any change constituting a Acquiror Material Adverse Effect.

4.11. Tax Matters. Acquirer and Merger Sub have filed or will file within the time prescribed by law (including extensions of time approved by the appropriate taxing authority) all tax returns and reports required to be filed with the United States Internal Revenue Service and with the State of New York and Florida, as the case may be, and (except to the extent that the failure to file would not have an Acquiror Material Adverse Effect) with all other jurisdictions where such filing is required by law. Acquirer and Merger Sub have paid, or made adequate provision in the Acquiror Financial Statements for the payment of, all taxes, interest, penalties, assessments or deficiencies shown to be due or claimed to be due on or in respect of such tax returns and reports. Acquiror and Merger Sub know of: (a) no other material tax returns or reports which are required to be filed which have not been so filed; and (b) no material tax deficiency for any fiscal period or any basis thereof. The Internal Revenue Service has not audited Acquiror's federal income tax returns. Notwithstanding anything to the contrary

contained in this Agreement, neither the Acquiror nor Merger Sub makes any representations or warranties to the Company, its shareholders or to any other person concerning whether this transaction will qualify as a tax free reorganization under the Code.

4.12. Litigation. There is neither pending nor, to Acquiror's knowledge, threatened any legal or governmental action, suit, investigation, proceeding or claim, to which the Acquiror or Merger Sub is or may be named as a party by or before any court, governmental or regulatory authority or by any third party that is reasonably likely to have a Acquiror Material Adverse Effect, except as disclosed in the Acquiror SEC Documents. Neither the Acquiror nor the Merger Sub is a party or subject to the provisions of any material injunction, judgment, decree, or order of any court, regulatory body, administrative agency or other governmental body.

4.13. Title to Properties; Liens and Encumbrances. The Acquiror and the Merger Sub have good and valid title: (a) in fee simple to all the real property; and (b) in all other property and assets recorded on the Acquiror Financial Statements, free from all mortgages, pledges, liens, security interests, conditional sale agreements, encumbrances or charges, except: (i) as would not have a Acquiror Material Adverse Effect; (ii) as shown on the Acquiror's Financial Statements; (iii) tax, materialmen's or like liens for obligations not yet due or payable or being contested in good faith by appropriate proceedings; or (iv) as set forth in Schedule 4.13. Except as set forth in Schedule 4.13, the Acquiror and the Merger Sub own or have adequate rights to use all such properties or assets as are necessary to its operations as now conducted.

4.14. Intellectual Property. Except for such claims, which individually or in the aggregate, would not have a Acquiror Material Adverse Effect, there are no pending or threatened claims of which the Acquiror or the Merger Sub have been given written notice by any person against their use of any material trademarks, trade names, service marks, service names, mark registrations, logos, assumed names and copyright registrations, patents and all applications therefor which are owned by the Acquiror or the Merger Sub and used in their respective operations as currently conducted (collectively, the "Acquiror Intellectual Property"). To the Acquiror's knowledge, the Acquiror and the Merger Sub have such ownership of or such rights by license, lease or other agreement to the Acquiror Intellectual Property as are necessary to permit them to conduct their respective operations as currently conducted, except where the failure to have such rights would not have a Acquiror Material Adverse Effect.

4.15. Compliance with Contracts. To the best of Acquiror's knowledge neither the Acquiror nor the Merger Sub is in violation of or default under any provision of: (a) any mortgage, indenture, contract, agreement, license, deed of trust, lease, franchise, permit or other instrument to which it is a party or by which it or any of its properties are bound and there does not exist any state of facts which constitutes an event of default or which, with notice or lapse of time or both, would constitute an event of default; or (b) any judgment, decree, order, statute, rule or regulation to which the Acquiror or the Merger Sub is subject to, but excluding from the foregoing clauses (a) and (b), defaults or violations which would not have a Acquiror Material Adverse Effect or which become applicable as a result of the business or activities in which Acquiror or Merger Sub is or proposes to be engaged or as a result of any acts or omissions by, or the status of any facts pertaining to, Acquiror or Merger Sub.

4.16. Compliance with Environmental Laws. The Acquiror and the Merger Sub are in material compliance with all applicable statutes, laws and regulations relating to the protection of the environment or occupational health and safety except for non-compliance which would not, individually or in the aggregate, have a Acquiror Material Adverse Effect. Neither the Acquiror nor the Merger Sub has received any written notice of, or to the knowledge of the Acquiror, is the subject of, any actions, claims, investigations, demands or notices alleging liability under or non-compliance with any laws relating to the protection of the environment or occupational health, and safety which would, individually or in the aggregate, have a Acquiror Material Adverse Effect.

4.17. Brokers or Finders. Acquiror represents, as to itself, its Subsidiary and its affiliates, that no agent, broker, investment banker, financial advisor or other firm or person is or will be entitled to any brokers' or finder's fee or any other commission or similar fee in connection with any of the transactions contemplated by this Agreement.

4.18. Consents. Acquiror's and Merger Sub's execution and delivery of this Agreement does not, and Acquiror's and Merger Sub's performance of this Agreement and the consummation of the transaction contemplated hereby will not, require any filing with, delivery of notice to or receipt of any material consent from, any Person except for: (a) as set forth on Schedule 4.18; (b) applicable requirements of the Securities Act, as amended; (c) state securities or "Blue Sky" laws; and (d) the filing of Articles of Merger and Certificate of Merger as required by Delaware Law and Florida law.

4.19. Issuance of Acquiror Common Stock. The issuance and delivery by Acquiror of shares of Acquiror Common Stock in connection with the Merger and this Agreement have been duly and validly authorized by all necessary action on the part of Acquiror. The shares of Acquiror Common Stock to be issued in connection with the Merger and this Agreement, when issued in accordance with the terms of this Agreement, will be validly issued, fully paid and nonassessable.

4.20. Untrue or Omitted Facts. No representations, warranty or statement by the Merger Sub or the Acquiror in this Agreement contains any untrue statement of a material fact, or omits or will omit to state a fact necessary in order to make such representations, warranties or statements not materially misleading. Without limitation of the foregoing, there is no fact known to the Merger Sub or Acquirorthat has had, or which may be reasonably expected to have, an Acquiror Material Adverse Effect that has not been disclosed in writing to the Company.

ARTICLE V

ADDITIONAL AGREEMENTS AND POST CLOSING EVENTS OF THE PARTIES

The parties hereby further agree that, from and after the Closing:

5.1. Confidentiality. Notwithstanding anything to the contrary contained in this Agreement, and subject only to any disclosure requirements which may be imposed upon Acquiror or the Company under applicable state or federal securities or antitrust laws, it is

expressly understood and agreed by Acquiror and the Company that: (a) this Agreement, the schedules and exhibits hereto, and the conversations, negotiations and transactions relating hereto and/or contemplated hereby; and (b) all financial information, business records and other non-public information concerning Acquiror or the Company which any of the parties or their respective representatives has received or may hereafter receive, shall be maintained in the strictest confidence by the parties and their respective representatives, and shall not be disclosed to any person that is not associated an Affiliate of any of the parties and involved in the transactions contemplated hereby, without the prior written approval of Acquiror or the Company, as applicable. The parties hereto shall use their best efforts to avoid disclosure of any of the foregoing or undue disruption of any of the business operations or personnel of Acquiror or the Company. In the event that the transactions contemplated hereby shall not be consummated for any reason, each of the parties covenants and agrees that neither it nor its representatives shall retain any documents, lists or other writings which they may have received or obtained in connection herewith or any documents incorporating any of the information contained in any of the same (all of which, and all copies thereof in the possession or control of themselves or their representatives, shall be returned to the original source of the material at issue). The parties hereto shall be responsible for any damages sustained by reason of their respective breaches of this Section 5.1, and this Section 5.1 may be enforced by injunctive relief.

5.2. Publicity. The initial press releases with respect to the execution of this Agreement shall be acceptable to Acquiror and the Company. Thereafter, so long as this Agreement is in effect, neither the Company, Acquiror nor any of their respective Affiliates shall issue or cause the publication of any press release with respect to the Merger, this Agreement or the other transactions contemplated hereby or otherwise without the prior agreement of the other party, except as may be required by law or by any listing agreement with a national securities exchange.

5.3. Directors' and Officers' Insurance and Indemnification.

(a) From and after the Effective Time, Acquiror shall and shall cause the Company to, indemnify, defend and hold harmless any person who is now, or has been at any time prior to the date hereof, or who becomes prior to the Effective Time, an officer, director, employee or agent (the "Indemnified Party") of the Company and/or the Merger Sub against all losses, claims, damages, liabilities, costs and expenses (including attorneys' fees and expenses), judgments, fines, losses, and amounts paid in settlement in connection with any actual or threatened action, suit, claim, proceeding or investigation (each a "Claim") to the extent that any such Claim is based on, or arises out of: (i) the fact that such person is or was, or took or failed to take any action as, a director, officer, employee or agent of the Company or the Merger Sub or is or was serving at the request of the Company or the Merger Sub as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise; or (ii) this Agreement, or any of the transactions contemplated hereby, in each case to the extent that any such Claim pertains to any matter or fact arising, existing, or occurring prior to or at the Effective Time, regardless of whether such Claim is asserted or claimed prior to, at or after the Effective Time, to the full extent permitted under Delaware Law, Florida law or the Acquiror's or the Company's Articles, bylaws or indemnification agreements in effect at the date hereof, including provisions relating to advancement of expenses incurred in the defense of any action or

suit. Without limiting the foregoing, in the event any Indemnified Party becomes involved in any capacity in any Claim, then, from and after the Effective Time, Acquiror shall and shall cause the Company to, periodically advance to such Indemnified Party its legal and other expenses (including the cost of any investigation and preparation incurred in connection therewith), subject to the provision by such Indemnified Party of an undertaking to reimburse the amounts so advanced in the event of a final non-appealable determination by a court of competent jurisdiction that such Indemnified Party is not entitled thereto.

(b) Acquiror and the Company agree that all rights to indemnification and all limitations of liability existing in favor of the Indemnified Party as provided in the Company's Articles and bylaws as in effect as of the date hereof shall be included in the Articles and bylaws of the Surviving Corporation and shall continue in full force and effect, without any amendment thereto, for a period of six (6) years from the Effective Time; provided, that, in the event any claim or claims are asserted or made within such six (6) year period, all rights to indemnification in respect of any such claim or claims shall continue until disposition of any and all such claims; provided, further, that any determination required to be made with respect to whether an Indemnified Party's conduct complies with the standards set forth under Delaware Law, the Company's Articles or bylaws or such agreements, as the case may be, shall be made by independent legal counsel selected by the Indemnified Party and reasonably acceptable to Acquiror and; provided, further, that nothing in this Section 5.3 shall impair any rights or obligations of any present or former directors or officers of the Company.

(c) Acquiror shall maintain the Company's existing officers' and directors' liability insurance policy for a period of not less than six (6) years after the Effective Time; provided, however, that Acquiror may substitute therefor policies of substantially similar coverage and amounts containing terms no less advantageous to such former directors or officers.

(d) In the event Acquiror or the Surviving Corporation or any of their successors or assigns: (i) consolidates with or merges into any other person and shall not be the continuing or surviving corporation or entity of such consolidation or merger; or (ii) transfers or conveys all or substantially all of its properties and assets to any person, then, and in each such case, to the extent necessary to effectuate the purposes of this Section 5.3, proper provision shall be made so that the successors and assigns of Acquiror and the Surviving Corporation assume the obligations set forth in this Section 5.3 and none of the actions described in clauses (i) or (ii) shall be taken until such provision is made.

5.4 Acquiror's Obligations prior to Closing. Acquiror shall use its best efforts to convert all possible outstanding debt obligations as of June 30, 2001 to an equity position prior to the Closing. At the Closing, the maximum amount of Acquiror debt obligations brought forward shall not exceed the amount of debt obligations brought forward by the Company, which the Company estimates at $595,000.

5.5 The Company's Obligations prior to Closing. The Company may convert an estimated $[30,000] of outstanding debt obligations incurred as of June 30, 2001 to an equity position prior to the Closing. The Company will maintain debt payment obligations post Merger

of $1,000,000 due as a result of a recent asset acquisition and $45,000 in short term line of credit advances provided by employees of the Company.

5.6 Corporate Governance of Acquiror, Merger Sub and the Company prior to Closing. From the execution date of this Agreement to the Closing, the Boards of Directors and Officers of Acquiror, Merger Sub and the Company shall be assisted by William Danielczyk, Tim Novak and Paul Gray of the Company and G. Michael Swor and two others named by him on behalf of Acquiror and Merger Sub (the "Joint Operating Committee"). Acquiror, Merger Sub and the Company shall operate jointly in the offices of the Company in Sarasota, Florida until the Closing under the direction of the Joint Operating Committee. Should this Agreement be terminated for any reason as provided herein, Acquiror, Merger Sub and the Company shall resume operations as they existed prior to these joint operations.

5.7 Capital Raise by the Company prior to Closing. At any time prior to the Closing, the Company may sell shares of its preferred stock on the condition that (a) the proceeds shall be used for the operations of the Acquiror, Merger Sub and the Company as determined by the Joint Operating Committee; (b) said preferred shares are automatically convertible into the Company's common stock immediately before the Closing and existing Company shares outstanding and any such converted shares are exchanged for shares equal to 50% of the outstanding shares in Acquiror at the Closing (after giving effect to the shares issued at the Effective Time as a result of the Merger); and (c) provided Acquiror has not cancelled this Agreement, if the Company completes the capital raise and "without fault" of Acquiror or Merger Sub, refuses to complete the merger transaction contemplated by this Agreement, the Company pays Acquiror $500,000. For purposes of this Agreement, Acquiror shall be "without fault" if it fully complies with the requirements of it and Merger Sub under the terms of this Agreement. If the capital raise described herein occurs, it shall be managed by Bentley Group, a Delaware limited liability company.

5.8. Further Assurances. From time to time from and after the Closing, the parties shall execute and deliver, or cause to be executed and delivered, any and all such further agreements, certificates and other instruments, and shall take or cause to be taken any and all such further action, as any of the parties may reasonably deem necessary or desirable in order to carry out the intent and purposes of this Agreement.

5.9. Tax Matters. Acquiror and the Company shall use commercially reasonable efforts prior to the Effective Time to cause the Merger to qualify as a tax free reorganization under Section 368(a)(1) of the Code. The parties hereto shall report the Merger as a reorganization within the meaning of Section 368(a) of the Code, and neither Acquiror, Merger Sub nor the Company shall take any action or fail to take any action prior to or following the Closing that would reasonably be expected to cause the Merger to fail to qualify as a reorganization.

5.10. Employment Agreements. At the Effective Time, Acquiror shall have entered into an Employment Agreement with each of the individuals set forth on Schedule 5.6 in substantially the form set forth in Exhibit D under which the individuals will provide

employment services to Acquiror under similar terms and conditions as other employees of Acquiror with similar pay or responsibilities and duties.

5.11. Acquiror's Board of Directors. At the Effective Time, Acquiror's board of directors shall consist of 7 members, 3 of whom shall be comprised of current members of Acquiror's board of directors, 3 of whom shall be new members designated by the Company and 1 of whom shall be appointed in the future. In the event that Thomson Kernaghan & Co. Ltd. exercises its right to nominate or propose a director of Acquiror following the Effective Time, such director shall replace one of the 3 current members of Acquiror's board of directors.

5.12. Registration of Acquiror's Common Stock. Within ten (10) business days after the delivery of the audited financial statements referred to in Section 3.7 above, but in any event not later than seventy-five (75) days after the Effective Date, the Acquiror shall, at its sole expense, use its best efforts to cause the Acquiror Common Stock issued to holders of the Company's Common Stock in connection with the proposed transaction to be registered under the Securities Act and to be qualified for sale by the Holders under any applicable state securities laws in accordance with a registration rights agreement substantially in the form attached hereto as Exhibit E.

ARTICLE VI

CONDITIONS

6.1. Conditions to Each Party's Obligation to Effect the Merger. The obligations of the Company, on the one hand, and Acquiror and Merger Sub, on the other hand, to consummate the Merger are subject to the satisfaction (or, if permissible, waiver by the party for whose benefit such conditions exist) of the following conditions:

(a) this Agreement shall have been adopted by the shareholders of the Company in accordance Sections 251 and 252 of Delaware Law;

(b) no court, arbitrator or governmental body, agency or official shall have issued any order, decree or ruling, and there shall not be any statute, rule or regulation, restraining, enjoining or prohibiting the consummation of the material transactions contemplated by this Agreement; provided that the parties shall have used their best efforts to cause any such order, decree, ruling, statute, rule or regulation to be vacated or lifted; and

(c) all reasonable authorizations, approvals or consents required to permit the consummation of the Merger shall have been obtained and be in full force and effect, ~~including, without limitation, the approval of Acquiror's current creditor, Thompson Kernaghan, except where the failure to have obtained any such authorizations, approvals or consents would not have either a Company Material Adverse Effect or a Acquiror Material Adverse Effect~~.

6.2. Conditions to Obligations of Acquiror and Merger Sub. The obligations of Acquiror to consummate the transactions contemplated by this Agreement are further subject to

the satisfaction, at or before the Closing Date, of all the following conditions, any one or more of which may be waived in writing by Acquiror:

(a) Accuracy of Representations and Warranties. All representations and warranties made by the Company shall be true and correct on and as of the Closing Date as though such representations and warranties were made on and as of that date (other than those representations and warranties that address matters only as of a particular date or only with respect to a specific period of time which need only be true and accurate as of such date or with respect to such period), except where the failure of such representations and warranties to be so true and accurate (without giving effect to any limitation as to "materiality" or "material adverse effect" set forth therein), would not have a Company Material Adverse Effect.

(b) Performance. The Company shall have performed, satisfied and complied in all material aspects with all covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Company on or before the Closing Date.

(c) Certification. Acquiror shall have received a certificate, dated the Closing Date, signed by an officer of the Company certifying that the conditions specified in Sections 6.2(a) and (b) above have been fulfilled.

(d) Resolutions. Acquiror shall have received certified resolutions of the board of directors and the shareholders of the Company authorizing the Company's execution, delivery and performance of this Agreement, and all actions to be taken by the Company hereunder.

(e) Good Standing Certificate. The Company shall have delivered to Acquiror a certificate or telegram issued by the Secretaries of State of Delaware and Florida, evidencing the good standing of the Company in Delaware and Florida as of a date not more than ten (10) calendar days prior to the Closing Date.

(f) Investment Representation Letters. Holders shall have delivered to the Acquiror an executed Investment Representation Letter substantially in the form attached hereto as Exhibit F.

6.3. Conditions to the Obligations of the Company. The obligations of the Company to consummate the Merger and the transactions contemplated by this Agreement are further subject to the satisfaction, at or before the Closing Date, of all of the following conditions, any one or more of which may be waived in writing by the Company:

(a) Accuracy of Representations and Warranties. All representations and warranties made by Acquiror shall be true and correct on and as of the Closing Date as though such representations and warranties were made on and as of that date (other than those representations and warranties that address matters only as of a particular date or only with respect to a specific period of time which need only be true and accurate as of such date or with respect to such period), except where the failure of such representations and warranties to be so

true and accurate (without giving effect to any limitation as to "materiality" or "material adverse effect" set forth therein), would not have a Acquiror Material Adverse Effect.

(b) Performance. Acquiror shall have performed, satisfied and complied in all material aspects with all covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by Acquiror on or before the Closing Date.

(c) Certification. The Company shall have received a certificate, dated the Closing Date, signed by an officer of Acquiror certifying that the conditions specified in Sections 6.3(a) and (b) above have been fulfilled.

(d) Resolutions. The Company shall have received certified resolutions of the board of directors of Acquiror and Merger Sub and certified resolutions of Acquiror as shareholder of Merger Sub authorizing the Merger and Acquiror's execution, delivery and performance of this Agreement, and all actions to be taken by Acquiror and Merger Sub hereunder.

(e) Good Standing Certificates. Acquiror shall have delivered to the Company a certificate or telegram issued by each of the Secretaries of State of the State of New York and Florida, evidencing the good standing of the Acquiror and Merger Sub in New York and Florida, respectively, as of a date not more than ten (10) calendar days prior to the Closing Date.

(f) Registration Rights Agreements. Acquiror shall have delivered to the Holders an executed Registration Rights Agreement substantially in the form attached hereto as Exhibit E.

(g) Corporate Opinion. Acquiror shall have delivered to the Company, an opinion from counsel reasonably acceptable to the Company in the form attached hereto as Exhibit G.

(h) Tax Opinion. Acquiror and Company shall both have obtained an opinion from counsel or an accounting firm reasonably acceptable to them to the effect that it is more likely than not that the merger will constitute a reorganization for federal income tax purposes within the meaning of Section 368(a) of the Code.

(i) Lock Up Agreement. Michael Swor shall have delivered to the Company an agreement in form and substance reasonably satisfactory to the Company that for one year from the Effective Time he shall not sell any shares of Common Stock of Acquiror obtained pursuant to the exercise of any option held by him on the date of this Agreement.

ARTICLE VII

CLOSING

7.1. Place and Date of Closing. Unless this Agreement shall be terminated pursuant to Article IX below, the consummation of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Mintmire & Associates, 265 Sunrise Avenue, Suite 204, Palm Beach, Florida 33480, or such other location as is agreed to between the parties, at a

time mutually agreeable to the parties, or on such date as may be reasonably required to accommodate a satisfaction of the conditions precedent to Closing hereunder but no later than November 30, 2001 (the date of the Closing being referred to in this Agreement as the "Closing Date").

7.2. Actions at Closing. At the Closing, the parties shall make all payments and deliveries stated in this Agreement to be made at the Closing and/or on or prior to the Closing Date. The parties shall further deliver at the Closing the following:

(a) The Company shall deliver to the Acquiror documents including the Investment Representation Letters of the Holders;
(b) The Acquiror shall deliver to the Company documents including the Registration Rights Agreements;
(c) The Company shall deliver executed articles of merger for filing as soon thereafter as practical;
(d) Holders shall deliver Stock Certificates representing outstanding shares of the Company; and
(e) The Acquiror shall deliver evidence satisfactory to the Holders that the Acquiror has irrevocably instructed the Exchange Agent to deliver to the Holders certificates representing Acquiror Common Stock in accordance with Section 2 above.
(f) The Acquiror shall deliver the Corporate Opinion to the Company.
(g) The Acquiror shall deliver the agreement of Michael Swor as contemplated by Section 6.3(i).

ARTICLE VIII

SURVIVAL OF REPRESENTATIONS; INDEMNIFICATION

8.1. Survival. Except as otherwise provided in Section 12.2 of this Agreement, the parties hereto agree that their respective representations, warranties, covenants and agreements contained in this Agreement shall survive the Closing for a period of one (1) year from the Closing Date, except with respect to the representations in Sections 3.10 and 4.11 and the agreement in Section 5.3, which shall survive the Closing until expiration of the relevant statutes of limitations (the "Indemnification Period"). To the extent that an Indemnified Party as identified in Sections 5.3, 8.2 or 8.3 asserts in writing a claim for Damages (as hereinafter defined) against an Indemnifying Party (as hereinafter defined) prior to the expiration of the Indemnification Period, which claim reasonably identifies the basis for the claims and the amounts of any reasonably ascertainable damages, the Indemnification Period shall be extended for such claim until such claim is resolved, subject to the limitations hereinafter provided.

8.2. Indemnification by the Company. The Company agrees to save, defend and indemnify Acquiror, its officers, directors, employees and agents against and hold them harmless from any and all liabilities, of every kind, nature and description, fixed or contingent (including, without limitation, reasonable counsel fees and expenses in connection with any action, claim or proceeding relating to such liabilities) ("Damages") arising from the breach of any of the

Company's representations, warranties, covenants or agreements contained herein or the documents executed by the Company in connection herewith, which arise during the Indemnification Period, including, without limitation, any tax liabilities to the extent not so reflected or reserved against in the Company Unaudited Financial Statements.

8.3. Indemnification by Acquiror. Acquiror agrees to save, defend and indemnify the Company, its officers, directors, employees and agents against and hold them harmless from any and all Damages arising from the breach of any of Acquiror's representations, warranties, covenants or agreements contained herein or the documents executed by Acquiror in connection herewith, which arise during the Indemnification Period, including, without limitation, any tax liabilities to the extent not so reflected or reserved against in the Acquiror Financial Statements.

8.4. Limitations of Liability.

(a) Claims. All claims for Damages arising out of breaches of representations or warranties regarding tax deficiency assessments relating to federal and state income tax returns filed prior to Closing, shall be computed net of the present value of all readily ascertainable future tax benefits associated therewith. No claim shall be made for matters adequately covered by insurance. The parties waive subrogation rights against each other with respect to all matters as to which an insurance recovery shall have been actually received after the Closing so long as the terms of any insurance policy are not violated by such waiver.

(b) Liability of the Company. Upon a Final Determination (as provided in Section 8.4(d) of the amount of any claim for Damages made against the Company by Acquiror, Acquiror shall be entitled to recover the amount of such Damages as finally determined.

(c) Liability of the Acquiror. Upon a Final Determination (as provided in Section 8.4(d) of the amount of any claim for Damages made against the Acquiror by the Company, the Company shall be entitled to recover the amount of such Damages as finally determined.

(d) Final Determination. For the purposes of this Section 8.4, a Final Determination shall exist when: (i) the parties agree upon the amount; or (ii) a court of competent jurisdiction shall have made a final determination with respect thereto and appeal therefrom shall not have been taken within thirty (30) days from the date of such determination, or such greater or lesser time as a court of competent jurisdiction shall require. The asserting party will assign to the other party any claims against which the asserting party has been indemnified and has been paid as provided herein, as to which there may be claims against others, and the other party in all respects shall be subrogated to the rights of the asserting party in connection therewith.

8.5. Defense of Claims. Each Indemnified Party entitled to indemnification under Section 5.3 or this Article VIII agrees to notify the party required to provide indemnification (the "Indemnifying Party") with reasonable promptness of any claim asserted against it in respect of which the Indemnifying Party may be liable under this Agreement, which notification shall be accompanied by a written statement setting forth the basis of such claim and the manner of

calculation thereof. The failure of the Indemnified Party to promptly give notice shall not preclude such Indemnified Party from obtaining indemnification under Section 5.3 or this Article VIII, except to the extent, and only to the extent, that the Indemnifying Party's failure actually prejudices the rights or increases the liabilities and obligations of the Indemnifying Party. The Indemnifying Party shall have the right, at its election, to defend or compromise any such claim at their own expense with counsel of their choice; provided, however, that: (a) such counsel shall have been approved by the Indemnified Party prior to engagement, which approval shall not be unreasonably withheld or delayed; (b) the Indemnified Party may participate in such defense, if it so chooses with its own counsel and at its own expense; and (c) any such defense or compromise shall be conducted in a manner which is reasonable and not contrary to the Indemnified Party's interest. In the event the Indemnifying Party does not undertake to defend or compromise, the Indemnifying Party shall promptly notify the Indemnified Party of its intention not to undertake to defend or compromise the claim.

ARTICLE IX

TERMINATION OF AGREEMENT

(a)9.1. Termination. Notwithstanding anything to the contrary contained herein this Agreement may be terminated and the Merger contemplated herein may be abandoned at any time prior to the Effective Time, whether before or after shareholder approval thereof by either Acquiror or the Company as provided below:

a) the Parties may terminate this Agreement by mutual written consent at any time prior to the Effective Time;

b) the Acquiror may terminate this Agreement by giving written notice to the Company at any time prior to the Effective Time (i) in the event the Company has breached any material representation, warranty, or covenant contained in this Agreement in any material respect, the Acquiror has notified the Company of the breach, and the breach has continued without cure for a period of 30 days after the notice of breach or (ii) if the Closing shall not have occurred on or before **November 30, 2001**, by reason of the failure of any condition precedent under Section 6.2 hereof (unless the failure results primarily from the Acquiror breaching any representation, warranty, or covenant contained in this Agreement);

c) the Company may terminate this Agreement by giving written notice to the Acquiror at any time prior to the Effective Time (i) in the event the Acquiror has breached any material representation, warranty, or covenant contained in this Agreement in any material respect, the Company has notified the Acquiror of the breach, and the breach has continued without cure for a period of 30 days after the notice of breach or (ii) if the Closing shall not have occurred on or before November 30, 2001, by reason of the failure of any condition precedent under Section 6.3 hereof (unless the failure results primarily from the Company breaching any representation, warranty, or covenant contained in this Agreement);

d) the Company may terminate this Agreement by giving written notice to the Acquiror at any time prior to the Effective Time in the event the Company's board of

directors concludes that termination would be in the best interests of the Company and its stockholders;

e) any Party may terminate this Agreement by giving written notice to the other Party in the event this Agreement and the Merger fail to receive the requisite Acquiror stockholder approval or the requisite Company stockholder approval respectively.

9.2. Effect of Termination. In the event of the termination of this Agreement as provided in Section 9.1, written notice thereof shall forthwith be given to the other party or parties specifying such termination is being made, and this Agreement shall forthwith become null and void, and there shall be no liability on the part of Acquiror, Merger Sub or the Company or their respective directors, officers, employees, shareholders, representatives, agents, advisors or Affiliates; *provided, however*, that the confidentiality provisions contained in Section 5.1 above shall survive any such termination for a period of three (3) years.

ARTICLE X

COSTS

Each party to this Agreement shall be responsible for its own costs and fees incurred in connection with the negotiation and preparation of this Agreement and exhibits referenced herein, and the consummation of the transactions contemplated hereby.

ARTICLE XI

PARTIES

11.1. Parties in Interest. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligations or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

11.2. Notices. Any notice, demand, request, offer, consent, approval or communications (collectively, a "Notice") to be provided under this Agreement shall be in writing and sent by one of the following methods: (a) postage prepaid, United States certified or registered mail with a return receipt requested, addressed to the appropriate party at the addresses set forth below; (b) overnight delivery with a nationally recognized and reputable air courier (with electronic tracking requested) addressed to the appropriate party at the addresses set forth below; (c) personal delivery to the appropriate party at the addresses set forth below; or (d) by confirmed facsimile or telecopier transmission to the appropriate party at the facsimile numbers set forth below and in such case of facsimile transmission, a copy must also be contemporaneously sent by one of the methods described in the preceding clause (a), (b) or (c) of

this Section (it being understood and agreed, however, that such Notice shall be deemed received upon receipt of electronic transmission). Any such Notice shall be deemed given upon receipt thereof, or, in case of any Notice sent pursuant to clause (a), (b) or (c) above, the refusal thereof by the intended receipt. Notwithstanding the foregoing, in the event any Notice is sent by overnight delivery or personal delivery and it is received (or delivery is attempted) during non-business hours (*i.e.*, other than during 8:30 a.m. to 5:30 p.m. [EST/EDT] Monday through Friday, excluding holidays), then such Notice shall not be deemed to have been received until the next Business Day. Either party may designate a different address for receiving Notices hereunder by notice to the other party in accordance with the provisions of this Section 11.2. Further notwithstanding the foregoing, if any Notice is sent by either party hereto to the other and such Notice has not been sent in compliance with this Section but has in fact actually been received by the other party, then such Notice shall be deemed to have been duly given by the sending party and received by the recipient party effective as of such date of actual receipt.

(a) If to Acquiror and Merger Sub:

Surgical Safety Products, Inc.
2018 Oak Terrace
Sarasota, Florida 34231
Attention: G. Michael Swor
Facsimile: (941) _____

with a copy to:

Mintmire & Associates
265 Sunrise Avenue, Suite 204
Palm Beach, Florida 33480
Attention: Mercedes Travis, Esq.
Facsimile: (561) 659-5371

(b) If to the Company:

CS Health, Inc.
One Sarasota Tower
2 North Tamiami Trail
Suite 608
Sarasota, Florida 34236
Attention: Tim Novak
Facsimile: (941) 953-6776

with a copy to:

Benjamin Rosenbaum, Esq.
General Counsel
C5 Health, Inc.
9813 Godwin Drive
Manassas, VA 20110
Facsimile: 703) 335-7863

or to such other address as either party shall have specified by notice in writing given to the other party. Notwithstanding anything in this Section to the contrary, any Notice delivered in accordance herewith to the last designated address of any person or party to which a Notice may be or is required to be delivered pursuant to this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the person or party to which the Notice is directed or the failure or refusal of such person or party to accept delivery of the Notice.

11.3. Affiliates. Wherever used in this Agreement, the term "Affiliate" means, as respects any person or entity, any other person or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with the first person or entity.

ARTICLE XII

MISCELLANEOUS

12.1. Non-Assignability; Binding Effect. Neither this Agreement, nor any of the rights or obligations of the parties hereunder, shall be assignable by any party hereto without the prior written consent of all other parties hereto, which such consent may be granted or withheld in such other party's sole and absolute discretion. The rights and obligations of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. Nothing expressed or implied herein shall be construed to give any other person any legal or equitable rights hereunder.

12.2. Nonsurvival of Representations and Warranties. None of the representations and warranties in this Agreement or in any schedule, instrument or other document delivered pursuant to this Agreement shall survive the Effective Time or the termination of this Agreement. This Section 12.2 shall not limit any covenant or agreement contained in this Agreement that by its terms contemplates performance after the Effective Time.

12.3. Schedules and Exhibits. All exhibits and schedules attached hereto (the "Exhibits") shall be construed with and deemed an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein. Any matter disclosed pursuant to the Exhibits shall be deemed to be disclosed for all purposes under this Agreement, and all

references to this Agreement herein or in any such Exhibits shall be deemed to refer to and include all such Exhibits.

12.4. Waiver. No failure to exercise, and no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege hereunder preclude the exercise of any other right, power or privilege. No waiver of any breach of any provision shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, nor shall any waiver be implied from any course of dealing between the parties. No extension of time for performance of any obligations or other acts hereunder or under any other agreement shall be deemed to be an extension of the time for performance of any other obligations or any other acts. No waiver shall be effective unless in writing, and signed by the party or parties to which the performance of duty is owed. The rights and remedies of the parties under this Agreement are in addition to all other rights and remedies, at law or equity, that they may have against each other except as may be specifically limited herein.

12.5. Independent Covenants. The parties agree that each of the covenants, clauses and provisions contained in this Agreement shall be deemed severable and construed as independent of any other covenant, clause or provision.

12.6. Severability. If all or any portion of a covenant, clause or provision in this Agreement is held to be illegal, invalid, or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision, the remaining covenants, clauses and provisions shall remain valid and enforceable. In lieu of each covenant, clause or provision of this Agreement that is held to be illegal, invalid or unenforceable, there shall be added as a part of this Agreement a covenant, clause or provision as nearly identical as may be possible and as may be legal, valid and enforceable, and the parties expressly agree to be bound by any such added covenant, clause or provision as if the resulting covenant, clause or provision were separately stated in, and made a part of this Agreement. In the event any covenant, clause or provision of this Agreement is illegal, invalid or unenforceable as aforesaid and the effect of such illegality, invalidity or unenforceability is that either party no longer has the substantial benefit of its bargain under this Agreement and a covenant, clause or provision as nearly identical as may be possible cannot be added, then, in such event, such party may in its discretion cancel and terminate this Agreement provided such party exercises such right within a reasonable time after such occurrence.

12.7. Entire Agreement. This Agreement contains and represents the entire and complete understanding and agreement concerning and in reference to the arrangement between the parties hereto. The parties hereto agree that no prior statements, representations, promises, agreements, instructions, or understandings, written or oral, pertaining to this Agreement, other than those specifically set forth and stated herein, shall be of any force or effect. The parties agree that prior drafts of this Agreement shall not be deemed to provide any evidence as to the meaning of any provision hereof or the intent of the parties with respect thereto.

12.8. Modifications and Amendments. This Agreement may not be, and shall not be construed to have been modified, amended, rescinded, canceled, or waived, in whole or in part, except if done so in writing and executed by the parties hereto.

12.9. Time of Essence. The parties to this Agreement acknowledge and agree that time is of the essence with respect to the consummation of the transactions contemplated by this Agreement.

12.10. Governing Law. The validity, interpretation and enforcement of this Agreement shall be governed by, and construed and enforced in accordance with the local laws of the State of Delaware without giving effect to its conflicts of laws provisions, and to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

12.11. Exclusive Jurisdiction; Venue. **EACH PARTY HERETO AGREES TO SUBMIT TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE STATE AND/OR FEDERAL COURTS LOCATED IN SARASOTA COUNTY, FLORIDA, FOR RESOLUTION OF ALL DISPUTES ARISING OUT OF, IN CONNECTION WITH, OR BY REASON OF THE INTERPRETATION, CONSTRUCTION, AND ENFORCEMENT OF THIS AGREEMENT, AND HEREBY WAIVES THE CLAIM OR DEFENSE THEREIN THAT SUCH COURTS CONSTITUTE AN INCONVENIENT FORUM.**

12.12. Waiver of Jury Trial. **AS A MATERIAL INDUCEMENT FOR THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES ALL RIGHTS TO A TRIAL BY JURY OF ANY ISSUES SO TRIABLE.**

12.13. Construction. The parties agree and acknowledge that they have jointly participated in the negotiation and drafting of this Agreement and that this Agreement has been fully reviewed and negotiated by the parties and their respective counsel. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. If any party has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the party has not breached shall not detract from or mitigate the fact that the party is in breach of the first representation, warranty, or covenant. The mere listing (or inclusion of copy) of a document or other item shall not be deemed adequate to disclose an exception to a representation or warranty made herein (unless the representation or warranty relates solely to the existence of the document or other items itself).

12.14. Section Headings. The titles to the numbered sections in this Agreement and the ordering or position thereof are solely for the convenience of the parties and shall not be used to

explain, modify, simplify, or aid in the interpretation of said covenants or provisions set forth herein.

12.15. Counterparts. This Agreement may be executed by each party upon a separate counterpart, each of which shall be deemed an original, and in such case one copy of this Agreement shall consist of enough of such counterparts to reflect the signature of all of the parties to this Agreement. A telecopy signature of any party shall be considered to have the same binding legal effect as an original signature.

12.16. Attorneys' Fees. Notwithstanding Article X, in the event either party employs an attorney or brings an action against the other arising out of the terms of this Agreement, the "prevailing party" (whether such prevailing party has been awarded a money judgment or not) shall receive from the other party (and the other party shall be obligated to pay) the prevailing party's reasonable legal fees and "expenses" (including the fees and expenses of experts and para-professionals), whether such fees and expenses are incurred before, during or after any trial, re-trial, re-hearing, mediation or arbitration, administrative proceedings, appeals or bankruptcy or insolvency proceedings, and irrespective of whether the prevailing party would have been entitled to such fees and expenses under applicable law in the absence of this Section. Without limiting the generality of the foregoing, the term "expenses" shall include expert witness fees, bonds, filing fees, administrative fees, transcriptions, depositions or proceedings, costs of discovery and travel costs. The term "prevailing party" as used in this Section shall mean that party whose positions substantially prevail in such action or proceeding, and any action or proceeding brought by either party against the other as contemplated in this Section may include a plea or request for judicial determination of the "prevailing party" within the meaning of this Section. In the event neither party substantially prevails in its positions in such action or proceeding, the court may rule that neither party has so substantially prevailed, in which event each party shall be responsible for its own fees and expenses in connection therewith.

12.17. Arm's Length Negotiations. Each party herein expressly represents and warrants to all other parties hereto that: (a) before executing this Agreement, said party has fully informed itself of the terms, contents, conditions and effects of this Agreement; (b) said party has relied solely and completely upon its own judgment in executing this Agreement; (c) said party has had the opportunity to seek and has obtained the advice of counsel before executing this Agreement; (d) said party has acted voluntarily and of its own free will in executing this Agreement; (e) said party is not acting under duress, whether economic or physical, in executing this Agreement; and (f) this Agreement is the result of arm's length negotiations conducted by and among the parties and their respective counsel.

12.18. Rules of Interpretation. Except as otherwise expressly provided in this Agreement, the following rules shall apply hereto: (a) the singular includes the plural and plural includes the singular; (b) "or" is not exclusive and "include" and "including" are not limiting; (c) a reference to any agreement or other contract includes any permitted supplements and amendments; (d) a reference to a section or paragraph in this Agreement shall, unless the context clearly indicates to the contrary, refer to all sub-parts or sub components of any said section or paragraph; (e) words such as "hereunder", "hereto", "hereof", and "herein", and other words of like import shall, unless the context clearly indicates to the contrary, refer to the whole of this

Agreement and not to any particular clause hereof; (f) a reference in this Agreement to a "person" or "party" (whether in the singular or the plural) shall (unless otherwise indicated herein) include both natural persons and unnatural persons (including, but not limited to, corporations, partnerships, limited liability companies or partnerships, trusts, etc.); (g) all accounting terms not otherwise defined herein shall have the meanings assigned to them in accordance with GAAP; and (h) any reference in this Agreement to a "Business Day" shall include each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which national banks in Tampa, Florida are closed.

IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger and Reorganization as of the date first set forth above.

SURGICAL SAFETY PRODUCTS, INC.

By:_____
G. Michael Swor
Chief Executive Officer

OIX, INC.

By:_____
G. Michael Swor
President

CS HEALTH, INC.

By:_____
Timothy S. Novak
President

Schedule 3.4	Capitalization
Schedule 3.8	Absence of Undisclosed Liabilities
Schedule 3.12	Title to Properties; Liens and Encumbrances
Schedule 3.13	Intellectual Property
Schedule 3.17	Consents
Schedule 4.5	Capitalization
Schedule 4.13	Title to Properties; Liens and Encumbrances
Schedule 4.18	Consents
Schedule 5.6	Employment Agreements

SCHEDULES
PROVIDED
BY
C5 HEALTH, INC.
(the "Company")

Schedule 3.4
None

Schedule 3.8
None

Schedule 3.12

The Company's title to those assets acquired from MillenniumHealth Communications, Inc., ("MH-C") in an Asset Purchase Agreement dated as of May 22, 2001, as amended (the "APA") is subject to the terms, conditions, and exceptions of the APA, including the security interest retained by MH-C to secure full payment of consideration due under the APA. Acquiror and Merger Sub have been provided copies of both the Financing Statement (UCC-1) of record, and the APA. There is also to be filed by MH-C, with the State of Florida, an additional UCC-1 retaining a security interest for MH-C to secure full payment of consideration due for the title to the *health24news.com* domain name conveyed in the APA.

Schedule 3.13

The Company's right to use the "Salud.com" domain name is the subject of a litigation currently pending in U.S. District for the Southern District of Florida; styled Salu, Inc.; etc. v. Salud.com, Inc., etc., et al; Case #00-3877 CIV-Graham/Turnoff.

Schedule 3.17
None

Schedule 5.6
None

Schedule 4.5

Capitalization

None, except as set forth in SEC filings.

Schedule 4.13

Title to Properties; Liens and Encumbrances

None, except as set forth in SEC filings.

Schedule 4.18

Consents

None, except for Thomson Kernaghan & Co. Ltd which is waived.

Schedule 5.11
Acquiror's Board of Directors

RESOLUTION OF THE BOARD OF DIRECTORS OF SURGICAL SAFETY PRODUCTS, INC. A NEW YORK CORPORATION

At a meeting of the Board of Directors of SURGICAL SAFETY PRODUCTS INC. on October 1, 2001, the following action was taken and approved by the Directors, to wit:

The undersigned having determined that the Board of Directors shall in the future (until changed) consist of six (6) members, and the undersigned ratify, approve and confirm those existing directors hereinafter named and appoint the new directors hereinafter named, all to serve until replaced.

The undersigned nominate and appoint the following:

William P. Danielczyk:	Chairman
G. Michael Swor:	Vice Chairman
R. Paul Gray:	Secretary and Treasurer
Robert Lyles:	Director
David Swor:	Director
Jim Stuart:	Director

The foregoing is approved by written consent of the Board of Directors as evidenced by signatures of all Directors affixed hereto.

William P. Danielczyk, Chairman

G. Michael Swor, Chairman

R. Paul Gray, Secretary and Treasurer

Robert Lyles, Director

David Swor, Director

Jim Stuart, Director

Schedule 6.3(c)

Resolution

SURGICAL SAFETY PRODUCTS, INC.
OFFICER'S CERTIFICATE

The undersigned certifies that he is an Officer of the Corporation and does hereby certify that the conditions specified in Section 6.3(a) and 6.3(b) of that certain Agreement and Plan of Reorganization by and between Surgical Safety Products, Inc., a New York corporation, OIX, Inc., a Florida corporation, and C5 Health, Inc., a Delaware corporation, dated September 15, 2001, have been fulfilled.

By: _____
G. Michael Swor, Chief Executive Officer and Chairman

Schedule 6.3(d)

Resolution

RESOLUTION OF THE BOARD OF DIRECTORS OF SURGICAL SAFETY PRODUCTS, INC., A NEW YORK CORPORATION

At a meeting of the Board of Directors of SURGICAL SAFETY PRODUCTS INC. on October 1, 2001, the following action was taken and approved by the Directors, to wit:

The Chief Executive Officer and Chairman of the Company shall be and he is hereby authorized to execute, deliver and perform that certain agreement titled Agreement and Plan of Reorganization by and between Surgical Safety Products, Inc., a New York corporation, OIX, Inc., a Florida corporation, and CS Health, Inc., a Delaware corporation, dated September 15, 2001, and to bind the Company to all actions to be taken by the Company thereunder.

By: _____
G. Michael Swor, Chief Executive Officer and Chairman

ARTICLES OF MERGER OF
OIX, INC., A FLORIDA CORPORATION
INTO
C5 HEALTH, INC., A DELAWARE CORPORATION

ARTICLES OF MERGER between OIX, INC., a Florida corporation, ("OIX") and C5 HEALTH, INC., a Delaware corporation, (C5").

Under Section 607.1105 of the Florida Business Corporation Act (the "Act"), OIX and C5 adopt the following Articles of Merger:

1. The Agreement and Plan of Merger dated September 15, 2001, between OIX and C5 was approved and adopted by the shareholders of C5 on _____ and was adopted by the shareholders of OIX on _____.

2. Under the Plan of Merger, all issued and outstanding shares of C5's stock will be acquired by means of a merger of OIX into C5 with C5 the surviving corporation.

3. The Plan of Merger is attached as Exhibit A and incorporated by reference as if fully set forth.

4. Under Section 607.1101(1)(b) of the Act, the date and time of the effectiveness of the Merger shall be on the latter of dates of the filing of these Articles of Merger with the Secretary of State of Florida and Delaware.

IN WITNESS WHEREOF, the parties have set their hands on October 1, 2001.

C5 HEALTH, INC.,
A Delaware corporation

By: _____
William P. Danielczyk, Chairman

OIX, INC.,
A Florida corporation

By: _____
G. Michael Swor, Chief Executive Officer and Chairman

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT dated as of ***September 28, 2001*** is entered into between Surgical Safety Products, Inc., ("SSP"), and the undersigned holders of SSP common stock (the "Stockholders").

A. SSP, OIX, Inc. and C5 Health, Inc. are parties to an Agreement and Plan of Reorganization dated as of ***September 28, 2001*** (the "Acquisition Agreement").

B. SSP and the Stockholders desire to provide for certain arrangements with respect to the registration under the Securities Act of 1933 of shares of common stock of SSP issued to the Stockholders pursuant to the Acquisition Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Section 5.12 of the Acquisition Agreement, the parties hereto agree as follows:

1. Certain Definitions

As used in this Agreement, the following terms shall have the following respective meanings:

"Business Day" means any day that the Securities and Exchange Commission is open and conducting business.

"Commission" means the Securities and Exchange Commission, or any other federal agency at the time administering the Securities Act.

"Common Stock" means the common stock, $.001 par value per share, of SSP.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, or any successor federal statute, and the rules and regulations of the Commission issued under such Act, as they each may, from time to time, be in effect.

"Prospectus" means the prospectus included in any Registration Statement, as amended or supplemented by an amendment or prospectus supplement, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such Prospectus.

"Registration Statement" means a registration statement filed by SSP with the Commission for a public offering and sale of securities of SSP (other than a registration statement on Form S-8 or Form S-4, or their successors, or any other form for a similar limited purpose, or any registration statement covering only securities proposed to be issued in exchange for securities or assets of another corporation).

"Registration Expenses" means the expenses described in Section 2.3.

"Registrable Shares" means, with respect to a Stockholder, (a) the shares of Common Stock issued to such Stockholder pursuant to the Acquisition Agreement, (b) any other securities issued by SSP in exchange for any of such shares of Common Stock (but, with

REGISTRATION RIGHTS AGREEMENT (CONTINUED)

respect to any particular Registrable Share, only so long as it continues to be a Registrable Share) and (c) any shares of Common Stock issued as a dividend or distribution on account of Registrable Shares or resulting from a subdivision of outstanding Registrable Shares into a greater number of shares (by reclassification, stock split or otherwise); *provided* that a security that was at one time a Registrable Share shall cease to be a Registrable Share when it has been effectively registered and sold pursuant to a Registration Statement.

"Securities Act" means the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations of the Commission issued under such Act, as they each may, from time to time, be in effect.

"Selling Stockholder" means any Stockholder owning Registrable Shares included in a Registration Statement.

"Stockholders" means the Stockholders and any other persons or entities constituting Stockholders pursuant to Section 3.

2. Registration Rights

2.1. Immediate Registration

(a) Not later than seventy-five days following the Effective Time contemplated by the Acquisition Agreement, SSP shall register all of their Registrable Shares pursuant to an appropriate form (the "Immediate Registration").

(b) SSP shall maintain the effectiveness of any Immediate Registration for a period of one year after the same has been first declared effective by the Commission.

2.2. Piggyback Registration

(a) Request for Inclusion and Best Efforts. If SSP determines to file a Registration Statement for an underwritten public offering (other than a Registration Statement filed pursuant to Section 2.1) (a "Piggyback Registration"), then SSP shall promptly, prior to such filing, provide written notice to all Stockholders of its intention to do so. Upon the written request of a Stockholder or Stockholders given within 20 days after SSP provides such notice, SSP shall use its best efforts to cause all Registrable Shares that SSP has been requested by such Stockholder or Stockholders to register to be registered under the Securities Act to the extent necessary to permit their sale or other disposition in accordance with the intended methods of distribution specified in the request of such Stockholder or Stockholders.

(b) Underwriting. The right of any Stockholder to include its Registrable Shares in such registration pursuant to Section 2.2 shall be conditioned upon such Stockholder's participation in the contemplated underwritten public offering on the terms set forth in this Agreement. All Stockholders proposing to distribute their securities through such underwriting shall enter into an underwriting agreement in customary form with the underwriter or underwriters selected for the underwriting by SSP. Notwithstanding any other provision of this Section 2.2, if the managing underwriters determine that the inclusion of all shares requested to be registered would adversely affect the offering, then SSP may limit the number of Registrable Shares to be included in the Piggyback Registration and shall so

REGISTRATION RIGHTS AGREEMENT (CONTINUED)

advise all holders of Registrable Shares requesting registration. The number of shares that are entitled to be included in the registration and underwriting shall be allocated in the following manner:

(i) The securities of SSP held by holders other than Stockholders and other holders of securities of SSP who are entitled, by contract with SSP, to have their securities included in such registration (each an "Other Holder") shall be excluded from such Piggyback Registration to the extent deemed advisable by the managing underwriters, and, if a further limitation on the number of shares is required, then the number of shares that may be included in such Piggyback Registration shall be allocated *pro rata* (on an as-converted basis) among all Stockholders and Other Holders requesting registration in accordance with the respective number of shares of Common Stock held when SSP provides notice as specified in Section 2.2(a).

(ii) If any Stockholder or Other Holder is entitled to include more securities than such Stockholder or Other Holder requested to be registered, then the excess securities shall be allocated among other requesting Stockholders and Other Holders pro rata in the manner described in the preceding clause (i).

If any holder of Registrable Shares or Other Holder disapproves of the terms of any such underwriting, such person may elect to withdraw therefrom by written notice to SSP, and any Registrable Shares or other securities excluded or withdrawn from such underwriting shall be withdrawn from such registration.

2.3. Registration Procedures

(a) General. SSP shall use its best efforts to effect the registration of the Registrable Shares under the Securities Act and SSP shall:

(i) prepare and file with the Commission a Registration Statement on an appropriate form as soon as practicable, and cause such Registration Statement to be declared effective by the Commission at the earliest practicable date and in any event within 30 Days;

(ii) as expeditiously as possible prepare and file with the Commission any amendments and supplements to the Registration Statement and the Prospectus included in the Registration Statement as may be necessary to comply with the provisions of the Securities Act (including the anti-fraud provisions thereof) and to keep the Registration Statement effective for at least 90 days from the effective date or such lesser period until all such Registrable Shares are sold;

(iii) as expeditiously as possible furnish to each Selling Stockholder such reasonable numbers of copies of the Prospectus, including any preliminary Prospectus, in conformity with the requirements of the Securities Act, and such other documents as such Selling Stockholder may reasonably request

REGISTRATION RIGHTS AGREEMENT (CONTINUED)

in order to facilitate the public sale or other disposition of the Registrable Shares owned by such Selling Stockholder;

(iv) as expeditiously as possible use its best efforts to register or qualify the Registrable Shares covered by the Registration Statement under the securities or Blue Sky laws of such states as the Selling Stockholders shall reasonably request, and do any and all other acts and things that may be necessary or desirable to enable the Selling Stockholders to consummate the public sale or other disposition in such states of the Registrable Shares owned by the Selling Stockholder;

(v) prior to the effective date of the Registration Statement, cause all such Registrable Shares to be listed on each securities exchange or automated or inter-dealer quotation system on which similar securities issued by SSP are then listed;

(vi) promptly provide a transfer agent and registrar for all such Registrable Shares no later than the effective date of such registration statement;

(vii) promptly make available for inspection by the Selling Stockholders, any managing underwriter participating in any disposition pursuant to such Registration Statement, and any attorney or accountant or other agent retained by any such underwriter or selected by the Selling Stockholders, all financial and other records, pertinent corporate documents and properties of SSP and cause SSP's officers, directors, employees and independent accountants to supply all information reasonably requested by any such seller, underwriter, attorney, accountant or agent in connection with such Registration Statement;

(viii) notify each Selling Stockholder at any time when a Prospectus relating to the Registration Statement is required to be delivered under the Securities Act, of the happening of any event as a result of which the Prospectus included in such Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statement therein not misleading or incomplete in light of the circumstances then existing, and promptly amend the Registration Statement and/or related Prospectus to correct such untrue statement or to include the omitted information;

(ix) as expeditiously as possible, notify each Selling Stockholder, promptly after it shall receive notice thereof, of the time when such Registration Statement has become effective or a supplement to any Prospectus forming a part of such Registration Statement has been filed; and

(x) as expeditiously as possible following the effectiveness of such Registration Statement, notify each seller of such Registrable Shares of any stop order, order of formal or informal investigation or any request by the Commission for the amending or supplementing of such Registration Statement or Prospectus.

REGISTRATION RIGHTS AGREEMENT (CONTINUED)

(b) Prospective Amendments. If SSP has delivered a Prospectus to the Selling Stockholders and after having done so the Prospectus is amended to comply with the requirements of the Securities Act, SSP shall promptly notify the Selling Stockholders and, if requested, the Selling Stockholders shall immediately cease making offers of Registrable Shares and return all Prospectuses to SSP. SSP shall promptly provide the Selling Stockholders with revised Prospectuses and, following receipt of the revised Prospectuses, the Selling Stockholders shall be free to resume making offers of the Registrable Shares.

2.4. Allocation of Expenses. SSP will pay all Registration Expenses for all registrations under this Agreement. For purposes of this Section, the term "Registration Expenses" shall mean all reasonable expenses incurred in effecting a registration pursuant to this Agreement, including all registration and filing fees, exchange listing fees, printing expenses, fees and expenses of counsel and accountants for SSP and the fees and expenses of one counsel selected by the Selling Stockholders to represent the Selling Stockholders, state Blue Sky fees and expenses, and the expense of any regular or special audits incident to or required by any such registration, but excluding underwriting discounts, selling commissions and the fees and expenses of Selling Stockholders' own counsel (other than the counsel selected to represent all Selling Stockholders).

2.5. Indemnification and Contribution.

(a) Indemnification by SSP. In the event of any registration of any of the Registrable Shares under the Securities Act pursuant to this Agreement, SSP will indemnify and hold harmless each Selling Stockholder, each underwriter of such Registrable Shares, and each other person, if any, who controls such Selling Stockholder or underwriter within the meaning of the Securities Act or the Exchange Act, with respect to each registration, qualification or compliance effected pursuant to this Section 2, against any losses, claims, damages, liabilities (or actions, proceedings or settlements in respect thereof), joint or several, to which such Selling Stockholder, underwriter or controlling person may become subject under the Securities Act, the Exchange Act, state securities or Blue Sky laws or otherwise, insofar as such losses, claims, damages or liabilities (or actions, proceedings or settlements in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in any Registration Statement under which such Registrable Shares were registered under the Securities Act, any preliminary prospectus or final prospectus contained in the Registration Statement, or any amendment or supplement to such Registration Statement, incident to any such registration, qualification or compliance, or arise out of or are based upon the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading; or any violation by SSP of the Securities Act or Exchange Act or any rule or regulation thereunder applicable to SSP and relating to action or inaction required by SSP in connection with any such registration, qualification or compliance; and SSP will reimburse such Selling Stockholder, underwriter and each such controlling person for any legal or any other expenses reasonably incurred by such Selling Stockholder, underwriter or controlling person in connection with investigating or defending any such loss, claim, damage, liability or action.

(b) Indemnification by Selling Stockholders. In the event of any registration of any of the Registrable Shares under the Securities Act pursuant to this Agreement, each Selling Stockholder, severally and not jointly, will indemnify and hold harmless SSP, each of its

REGISTRATION RIGHTS AGREEMENT (CONTINUED)

directors and officers and each underwriter (if any) and each person, if any, who controls SSP or any such underwriter within the meaning of the Securities Act or the Exchange Act, against any losses, claims, damages or liabilities, joint or several, to which SSP, such directors and officers, underwriter or controlling person may become subject under the Securities Act, Exchange Act, state securities or Blue Sky laws or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement under which such Registrable Shares were registered under the Securities Act, any preliminary prospectus or final prospectus contained in the Registration Statement, or any amendment or supplement to the Registration Statement, or arise out of or are based upon any omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, if the statement or omission was made in reliance upon and in conformity with information relating to such Selling Stockholder furnished in writing to SSP by or on behalf of such Selling Stockholder specifically for use in connection with the preparation of such Registration Statement, prospectus, amendment or supplement; *provided, however*, that the obligations of a Selling Stockholder hereunder shall be limited to an amount equal to the net proceeds to such Selling Stockholder of Registrable Shares sold in connection with such registration.

(c) Indemnification Procedures. Each party entitled to indemnification under this Section (the "Indemnified Party") shall give notice to the party required to provide indemnification (the "Indemnifying Party") promptly after such Indemnified Party has actual knowledge of any claim as to which indemnity may be sought, and shall permit the Indemnifying Party to assume the defense of any such claim or any litigation resulting therefrom; *provided*, that counsel for the Indemnifying Party, who shall conduct the defense of such claim or litigation, shall be approved by the Indemnified Party (whose approval shall not be unreasonably withheld); and, *provided, further*, that the failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations under this Section except to the extent that the Indemnifying Party is adversely affected by such failure. The Indemnified Party may participate in such defense at such party's expense; *provided* that the Indemnifying Party shall pay such expense if representation of such Indemnified Party by the counsel retained by the Indemnifying Party is determined to be inappropriate, based upon the advice of counsel, for the Indemnified Party due to actual or potential differing interests between the Indemnified Party and any other party represented by such counsel in such proceeding; *provided, further*, that in no event shall the Indemnifying Party be required to pay the expenses of more than one law firm per jurisdiction as counsel for the Indemnified Party. The Indemnifying Party also shall be responsible for the expenses of such defense if the Indemnifying Party does not elect to assume such defense. No Indemnifying Party, in the defense of any such claim or litigation shall, except with the consent of each Indemnified Party, consent to entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect of such claim or litigation, and no Indemnified Party shall consent to entry of any judgment or settle such claim or litigation without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld.

(d) Contribution. In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in this Section 2.5 is due in

accordance with its terms but for any reason is held to be unavailable to an Indemnified Party in respect to any losses, claims, damages and liabilities referred to herein, then the Indemnifying Party shall, in lieu of indemnifying such Indemnified Party, contribute to the amount paid or payable by such Indemnified Party as a result of such losses, claims, damages or liabilities to which such party may be subject in such proportion as is appropriate to reflect the relative fault of SSP on the one hand and the Selling Stockholders on the other in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative fault of SSP and the Selling Stockholders shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of material fact related to information supplied (or required to be supplied) by SSP or the Selling Stockholders and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. SSP and the Selling Stockholders agree that it would not be just and equitable if contribution pursuant to this Section 2.5 were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph of Section 2.5, (a) in no case shall any one Selling Stockholder be liable or responsible for any amount in excess of the net proceeds received by such Selling Stockholder from the offering of Registrable Shares and (b) SSP shall be liable and responsible for any amount in excess of such proceeds; *provided* that no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. Any party entitled to contribution will, promptly after receipt of notice of commencement of any action, suit or proceeding against such party in respect of which a claim for contribution may be made against another party or parties under this Section, notify such party or parties from whom contribution may be sought, but the omission so to notify such party or parties from whom contribution may be sought shall not relieve such party from any other obligation it or they may have thereunder or otherwise under this Section. No party shall be liable for contribution with respect to any action, suit, proceeding or claim settled without its prior written consent, which consent shall not be unreasonably withheld.

2.6. Other Matters. If necessary to achieve the Immediate Registration, SSP agrees to: (a) enter into an underwriting agreement containing customary representations and warranties with respect to the business and operations of SSP and customary covenants and agreements to be performed by SSP, including without limitation customary provisions with respect to indemnification by SSP of the underwriters of such offering; (b) use its best efforts to cause its legal counsel to render customary opinions to the underwriters with respect to the Registration Statement; and (c) use its best efforts to cause its independent public accounting firm to issue a customary "cold comfort letter" to the underwriters with respect to the Registration Statement.

2.7. Information by Holder. Each Stockholder included in any registration shall furnish to SSP such information regarding such Stockholder and the distribution proposed by such Stockholder as SSP may reasonably request in writing and as shall be required in connection with any registration, qualification or compliance referred to in this Agreement.

3. Transfers of Rights

This Agreement, and the rights and obligations of each Stockholder hereunder, may be assigned by such Stockholder to any person or entity and such transferee shall be deemed a

"Stockholder" for purposes of this Agreement; *provided* that the transferee provides written notice of such assignment to SSP and agrees in writing to be bound hereby.

4. General

4.1. Amendments and Waivers. Any term of this Agreement may be amended or terminated and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), with the written consent of SSP and the holders of at least a majority of the Registrable Shares held by all of the Stockholders. Any such amendment, termination or waiver effected in accordance with this Section 4.1 shall be binding on all parties hereto, even if they do not execute such consent. No waiver by any party hereto with respect to any condition or breach hereunder shall be deemed to extend to any prior or subsequent condition or breach hereunder or affect in any way any rights arising by virtue of any prior or subsequent condition or breach. No failure of the part of any parties hereto to exercise, and no delay in exercising any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

4.2. Construction.

(a) The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(b) The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against a party hereto.

(c) The term "including" as used herein shall not be construed so as to exclude any other thing not referred to or described.

(d) References herein to "Sections" shall be deemed to be to sections of this Agreement, unless otherwise specified.

4.3. Entire Agreement; Successors. This Agreement (a) constitutes the entire agreement, and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof, and (b) is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder, except as otherwise expressly provided herein. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns.

4.4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction) that would cause the application of laws of any jurisdictions other than those of the Commonwealth of Virginia.

4.5. Notices. All notices, instructions, demands, claims, requests and other communications given hereunder or in connection herewith shall be in writing. Any such communication shall be sent either (a) by registered or certified mail, return receipt requested,

REGISTRATION RIGHTS AGREEMENT (CONTINUED)

postage prepaid, or (b) via a reputable nationwide overnight courier service, in each case to the address set forth below. Any such communication shall be deemed to have been delivered two business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, or one business day after it is sent via a reputable nationwide overnight courier service.

To SSP:

With a copy to: Mintmire & Associates

To any Stockholder: At such Stockholder's address of record in the stock transfer records of SSP.

With a copy to:

Any party hereto may give any notice, instruction, demand, claim, request or other communication hereunder using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail or electronic mail), but no such communication shall be deemed to have been duly given unless and until it actually is received by the party for which it is intended. Any party hereto may change the address to which notices, instructions, demands, claims, requests and other communications hereunder are to be delivered by giving the other parties hereto notice in the manner set forth in this Section 4.5.

4.6. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any circumstances in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other circumstances or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties hereto agree that the court making the determination of invalidity or unenforceability shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified.

4.7. Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile signature.

REGISTRATION RIGHTS AGREEMENT (CONTINUED)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

SSP, Inc.

By: _____

Title: _____

STOCKHOLDERS

_____
Timothy S. Novak

_____
William P. Danielczyk

_____
R. Paul Gray for RPG, LLC

_____
R. Paul Gray for R. Paul Gray Family, LLC

_____
Benjamin Rosenbaum III

_____
Jerry W. Leonard

_____
Lawrence F. Altaffer, III

_____
Amos J. Willis

_____
William P. Danielczyk for The Bentley Group, LLC

_____
William P. Danielczyk for Reli-Communications, Inc.

_____
Robert Lyles for Paragon Assets Limited Partnership

REGISTRATION RIGHTS AGREEMENT (CONTINUED)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

SSP, Inc.

By: _____

Title: _____

STOCKHOLDERS

_____
Timothy S. Novak

_____
William P. Danielczyk

_____
R. Paul Gray for RPG, LLC

_____
R. Paul Gray for R. Paul Gray Family, LLC

_____
Benjamin Rosenbaum III

_____
Jerry W. Leonard

ALTAFFER

_____
Lawrence F. Altaffer, III

_____
Amos J. Willis

_____
William P. Danielczyk for The Bentley Group, LLC

_____
William P. Danielczyk for Reli-Communications, Inc.

_____
Robert Lyles for Paragon Assets Limited Partnership

REGISTRATION RIGHTS AGREEMENT (CONTINUED)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

SSP, Inc.

By: _____

Title: _____

STOCKHOLDERS

_____
Timothy S. Novak

_____
William P. Danielczyk

_____
R. Paul Gray for RPG, LLC

_____
R. Paul Gray for R. Paul Gray Family, LLC

_____
Benjamin Rosenbaum III

LEONARD

_____
Jerry W. Leonard

_____
Lawrence F. Altaffer, III

_____
Amos J. Willis

_____
William P. Danielczyk for The Bentley Group, LLC

_____
William P. Danielczyk for Reli-Communications, Inc.

_____
Robert Lyles for Paragon Assets Limited Partnership

REGISTRATION RIGHTS AGREEMENT (CONTINUED)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

SSP, Inc.

By: _____

Title: _____

STOCKHOLDERS

_____
Timothy S. Novak

NOVAK

_____
William P. Danielczyk

_____
R. Paul Gray for RPG, LLC

_____
R. Paul Gray for R. Paul Gray Family, LLC

_____
Benjamin Rosenbaum III

_____
Jerry W. Leonard

_____
Lawrence F. Altaffer, III

_____
Amos J. Willis

_____
William P. Danielczyk for The Bentley Group, LLC

_____
William P. Danielczyk for Reli-Communications, Inc.

_____
Robert Lyles for Paragon Assets Limited Partnership

REGISTRATION RIGHTS AGREEMENT (CONTINUED)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

SSP, Inc.

By: _____

Title: _____

STOCKHOLDERS

_____
Timothy S. Novak

_____
William P. Danielczyk

_____
R. Paul Gray for RPG, LLC

_____
R. Paul Gray for R. Paul Gray Family, LLC

_____
Benjamin Rosenbaum III

_____
Jerry W. Leonard

_____
Lawrence F. Altaffer, III

WILLIS, AMOS

_____
Amos J. Willis

_____
William P. Danielczyk for The Bentley Group, LLC

_____
William P. Danielczyk for Reli-Communications, Inc.

_____
Robert Lyles for Paragon Assets Limited Partnership

ALTAFFER

INVESTMENT REPRESENTATION LETTER

September 28, 2001

SURGICAL SAFETY PRODUCTS, INC.
2018 Oak Terrace
Sarasota Florida 34231

Ladies and Gentlemen:

In order to induce Surgical Safety Products, Inc. (the "Company") to issue to the undersigned common stock of the Company (the "Shares") pursuant to the Agreement and Plan of Merger and Reorganization dated as of September __, 2001 (the "Agreement") among the Company, OIX, Inc. and CS Health, Inc., ("CS") the undersigned represents, warrants and covenants as follows:

(A) The undersigned has good and marketable title, free and clear of any and all liens or security interests, to all of the common stock of CS held of record by the undersigned.

(B) The undersigned is acquiring the Shares for the undersigned's own account for investment only and not with a view to, or for sale in connection with, any distribution of the Shares in violation of the Securities Act of 1933 (as amended, the "Securities Act") or any rule or regulation under the Securities Act.

(C) The undersigned has had adequate opportunity to obtain from representatives of the Company such information about the Company as is necessary for the undersigned to evaluate the merits and risks of the undersigned's acquisition of the Shares pursuant to the agreement.

(D) The undersigned has sufficient expertise in business and financial matters to be able to evaluate the risks involved in the acquisition of the Shares pursuant to the agreement and to make an informed investment decision with respect to such acquisition.

(E) The undersigned understands that the Shares have not been registered under the securities act and are "restricted securities" within the meaning of rule 144 under the Securities Act; and the Shares cannot be sold, transferred or otherwise disposed of unless they are subsequently registered under the Securities Act or an exemption from registration is then available.

(F) The undersigned represents and warrants to the Company that the undersigned is an "Accredited Investor" as defined in Regulation D under the Securities Act and is an experienced and sophisticated investor and has such knowledge and experience in financial and business matters as are necessary to evaluate the merits and risks of an investment in the Shares and is able to bear the economic risk of the undersigned's investment in the Company for an indefinite period of time.

(G) The undersigned has been given the opportunity to (i) ask questions of, and receive answers from, the Company concerning the terms and conditions of the offering of the Shares and the merger contemplated under the Agreement and other matters pertaining to an investment in the Company and (ii) obtain any additional information that the undersigned can acquire without unreasonable effort or expense on the part of the Company that is necessary to evaluate the merits and risks of an investment in the Company. In considering its investment in the Company, the undersigned has not relied upon any representations made by, or other information (whether oral or written) furnished by or on behalf of, the Company, or any director, officer, stockholder, partner, employee, agent, member, counsel, representative or affiliate of such persons, other than as set forth in this letter.

(H) A legend substantially in the following form will be placed on the certificates representing the Shares:

> "The shares represented by this certificate have not been registered under the Securities Act of 1933, as amended, and may not be sold, transferred or otherwise disposed of in the absence of an effective registration statement under such Act or an opinion of counsel to the effect that such registration is not required."

THE UNDERSIGNED HAS CAREFULLY READ THIS AGREEMENT AND DISCUSSED ITS REQUIREMENTS, TO THE EXTENT THE UNDERSIGNED BELIEVED NECESSARY, WITH THE UNDERSIGNED'S COUNSEL.

Very truly yours,

Lawrence F. Altaffer III

BENTLEY

INVESTMENT REPRESENTATION LETTER

September 28, 2001

SURGICAL SAFETY PRODUCTS, INC.
2018 Oak Terrace
Sarasota Florida 34231

Ladies and Gentlemen:

In order to induce Surgical Safety Products, Inc. (the "Company") to issue to the undersigned common stock of the Company (the "Shares") pursuant to the Agreement and Plan of Merger and Reorganization dated as of September __, 2001 (the "Agreement") among the Company, OIX, Inc. and C5 Health, Inc., ("C5") the undersigned represents, warrants and covenants as follows:

(A) The undersigned has good and marketable title, free and clear of any and all liens or security interests, to all of the common stock of C5 held of record by the undersigned.

(B) The undersigned is acquiring the Shares for the undersigned's own account for investment only and not with a view to, or for sale in connection with, any distribution of the Shares in violation of the Securities Act of 1933 (as amended, the "Securities Act") or any rule or regulation under the Securities Act.

(C) The undersigned has had adequate opportunity to obtain from representatives of the Company such information about the Company as is necessary for the undersigned to evaluate the merits and risks of the undersigned's acquisition of the Shares pursuant to the agreement.

(D) The undersigned has sufficient expertise in business and financial matters to be able to evaluate the risks involved in the acquisition of the Shares pursuant to the agreement and to make an informed investment decision with respect to such acquisition.

(E) The undersigned understands that the Shares have not been registered under the securities act and are "restricted securities" within the meaning of rule 144 under the Securities Act; and the Shares cannot be sold, transferred or otherwise disposed of unless they are subsequently registered under the Securities Act or an exemption from registration is then available.

(F) The undersigned represents and warrants to the Company that the undersigned is an "Accredited Investor" as defined in Regulation D under the Securities Act and is an experienced and sophisticated investor and has such knowledge and experience in financial and business matters as are necessary to evaluate the merits and risks of an investment in the Shares and is able to bear the economic risk of the undersigned's investment in the Company for an indefinite period of time.

(G) The undersigned has been given the opportunity to (i) ask questions of, and receive answers from, the Company concerning the terms and conditions of the offering of the Shares and the merger contemplated under the Agreement and other matters pertaining to an investment in the Company and (ii) obtain any additional information that the undersigned can acquire without unreasonable effort or expense on the part of the Company that is necessary to evaluate the merits and risks of an investment in the Company. In considering its investment in the Company, the undersigned has not relied upon any representations made by, or other information (whether oral or written) furnished by or on behalf of, the Company, or any director, officer, stockholder, partner, employee, agent, member, counsel, representative or affiliate of such persons, other than as set forth in this letter.

(H) A legend substantially in the following form will be placed on the certificates representing the Shares:

> "The shares represented by this certificate have not been registered under the Securities Act of 1933, as amended, and may not be sold, transferred or otherwise disposed of in the absence of an effective registration statement under such Act or an opinion of counsel to the effect that such registration is not required."

THE UNDERSIGNED HAS CAREFULLY READ THIS AGREEMENT AND DISCUSSED ITS REQUIREMENTS, TO THE EXTENT THE UNDERSIGNED BELIEVED NECESSARY, WITH THE UNDERSIGNED'S COUNSEL.

Very truly yours,

William P. Danielczyk
for The Bentley Group, LLC

DANIELCZYK

INVESTMENT REPRESENTATION LETTER

September 28, 2001

SURGICAL SAFETY PRODUCTS, INC.
2018 Oak Terrace
Sarasota Florida 34231

Ladies and Gentlemen:

In order to induce Surgical Safety Products, Inc. (the "Company") to issue to the undersigned common stock of the Company (the "Shares") pursuant to the Agreement and Plan of Merger and Reorganization dated as of September __, 2001 (the "Agreement") among the Company, OIX, Inc. and C5 Health, Inc., ("C5") the undersigned represents, warrants and covenants as follows:

(A) The undersigned has good and marketable title, free and clear of any and all liens or security interests, to all of the common stock of C5 held of record by the undersigned.

(B) The undersigned is acquiring the Shares for the undersigned's own account for investment only and not with a view to, or for sale in connection with, any distribution of the Shares in violation of the Securities Act of 1933 (as amended, the "Securities Act") or any rule or regulation under the Securities Act.

(C) The undersigned has had adequate opportunity to obtain from representatives of the Company such information about the Company as is necessary for the undersigned to evaluate the merits and risks of the undersigned's acquisition of the Shares pursuant to the agreement.

(D) The undersigned has sufficient expertise in business and financial matters to be able to evaluate the risks involved in the acquisition of the Shares pursuant to the agreement and to make an informed investment decision with respect to such acquisition.

(E) The undersigned understands that the Shares have not been registered under the securities act and are "restricted securities" within the meaning of rule 144 under the Securities Act; and the Shares cannot be sold, transferred or otherwise disposed of unless they are subsequently registered under the Securities Act or an exemption from registration is then available.

(F) The undersigned represents and warrants to the Company that the undersigned is an "Accredited Investor" as defined in Regulation D under the Securities Act and is an experienced and sophisticated investor and has such knowledge and experience in financial and business matters as are necessary to evaluate the merits and risks of an investment in the Shares and is able to bear the economic risk of the undersigned's investment in the Company for an indefinite period of time.

(G) The undersigned has been given the opportunity to (i) ask questions of, and receive answers from, the Company concerning the terms and conditions of the offering of the Shares and the merger contemplated under the Agreement and other matters pertaining to an investment in the Company and (ii) obtain any additional information that the undersigned can acquire without unreasonable effort or expense on the part of the Company that is necessary to evaluate the merits and risks of an investment in the Company. In considering its investment in the Company, the undersigned has not relied upon any representations made by, or other information (whether oral or written) furnished by or on behalf of, the Company, or any director, officer, stockholder, partner, employee, agent, member, counsel, representative or affiliate of such persons, other than as set forth in this letter.

(H) A legend substantially in the following form will be placed on the certificates representing the Shares:

> "The shares represented by this certificate have not been registered under the Securities Act of 1933, as amended, and may not be sold, transferred or otherwise disposed of in the absence of an effective registration statement under such Act or an opinion of counsel to the effect that such registration is not required."

THE UNDERSIGNED HAS CAREFULLY READ THIS AGREEMENT AND DISCUSSED ITS REQUIREMENTS, TO THE EXTENT THE UNDERSIGNED BELIEVED NECESSARY, WITH THE UNDERSIGNED'S COUNSEL.

Very truly yours,

William P. Danielczyk

R. PAUL GRAY
FAMILY

INVESTMENT REPRESENTATION LETTER

September 28, 2001

SURGICAL SAFETY PRODUCTS, INC.
2018 Oak Terrace
Sarasota Florida 34231

Ladies and Gentlemen:

In order to induce Surgical Safety Products, Inc. (the "Company") to issue to the undersigned common stock of the Company (the "Shares") pursuant to the Agreement and Plan of Merger and Reorganization dated as of September __, 2001 (the "Agreement") among the Company, OIX, Inc. and C5 Health, Inc., ("C5") the undersigned represents, warrants and covenants as follows:

(A) The undersigned has good and marketable title, free and clear of any and all liens or security interests, to all of the common stock of C5 held of record by the undersigned.

(B) The undersigned is acquiring the Shares for the undersigned's own account for investment only and not with a view to, or for sale in connection with, any distribution of the Shares in violation of the Securities Act of 1933 (as amended, the "Securities Act") or any rule or regulation under the Securities Act.

(C) The undersigned has had adequate opportunity to obtain from representatives of the Company such information about the Company as is necessary for the undersigned to evaluate the merits and risks of the undersigned's acquisition of the Shares pursuant to the agreement.

(D) The undersigned has sufficient expertise in business and financial matters to be able to evaluate the risks involved in the acquisition of the Shares pursuant to the agreement and to make an informed investment decision with respect to such acquisition.

(E) The undersigned understands that the Shares have not been registered under the securities act and are "restricted securities" within the meaning of rule 144 under the Securities Act; and the Shares cannot be sold, transferred or otherwise disposed of unless they are subsequently registered under the Securities Act or an exemption from registration is then available.

(F) The undersigned represents and warrants to the Company that the undersigned is an "Accredited Investor" as defined in Regulation D under the Securities Act and is an experienced and sophisticated investor and has such knowledge and experience in financial and business matters as are necessary to evaluate the merits and risks of an investment in the Shares and is able to bear the economic risk of the undersigned's investment in the Company for an indefinite period of time.

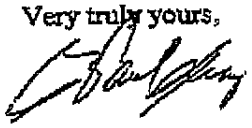
(G) The undersigned has been given the opportunity to (i) ask questions of, and receive answers from, the Company concerning the terms and conditions of the offering of the Shares and the merger contemplated under the Agreement and other matters pertaining to an investment in the Company and (ii) obtain any additional information that the undersigned can acquire without unreasonable effort or expense on the part of the Company that is necessary to evaluate the merits and risks of an investment in the Company. In considering its investment in the Company, the undersigned has not relied upon any representations made by, or other information (whether oral or written) furnished by or on behalf of, the Company, or any director, officer, stockholder, partner, employee, agent, member, counsel, representative or affiliate of such persons, other than as set forth in this letter.

(H) A legend substantially in the following form will be placed on the certificates representing the Shares:

> "The shares represented by this certificate have not been registered under the Securities Act of 1933, as amended, and may not be sold, transferred or otherwise disposed of in the absence of an effective registration statement under such Act or an opinion of counsel to the effect that such registration is not required."

THE UNDERSIGNED HAS CAREFULLY READ THIS AGREEMENT AND DISCUSSED ITS REQUIREMENTS, TO THE EXTENT THE UNDERSIGNED BELIEVED NECESSARY, WITH THE UNDERSIGNED'S COUNSEL.

Very truly yours,



R. Paul Gray
for R. Paul Gray Family, LLC

RPG, LLC

INVESTMENT REPRESENTATION LETTER

September 28, 2001

SURGICAL SAFETY PRODUCTS, INC.
2018 Oak Terrace
Sarasota Florida 34231

Ladies and Gentlemen:

In order to induce Surgical Safety Products, Inc. (the "Company") to issue to the undersigned common stock of the Company (the "Shares") pursuant to the Agreement and Plan of Merger and Reorganization dated as of September 30, 2001 (the "Agreement") among the Company, OIX, Inc. and C5 Health, Inc., ("C5") the undersigned represents, warrants and covenants as follows:

(A) The undersigned has good and marketable title, free and clear of any and all liens or security interests, to all of the common stock of C5 held of record by the undersigned.

(B) The undersigned is acquiring the Shares for the undersigned's own account for investment only and not with a view to, or for sale in connection with, any distribution of the Shares in violation of the Securities Act of 1933 (as amended, the "Securities Act") or any rule or regulation under the Securities Act.

(C) The undersigned has had adequate opportunity to obtain from representatives of the Company such information about the Company as is necessary for the undersigned to evaluate the merits and risks of the undersigned's acquisition of the Shares pursuant to the agreement.

(D) The undersigned has sufficient expertise in business and financial matters to be able to evaluate the risks involved in the acquisition of the Shares pursuant to the agreement and to make an informed investment decision with respect to such acquisition.

(E) The undersigned understands that the Shares have not been registered under the securities act and are "restricted securities" within the meaning of rule 144 under the Securities Act; and the Shares cannot be sold, transferred or otherwise disposed of unless they are subsequently registered under the Securities Act or an exemption from registration is then available.

(F) The undersigned represents and warrants to the Company that the undersigned is an "Accredited Investor" as defined in Regulation D under the Securities Act and is an experienced and sophisticated investor and has such knowledge and experience in financial and business matters as are necessary to evaluate the merits and risks of an investment in the Shares and is able to bear the economic risk of the undersigned's investment in the Company for an indefinite period of time.

(G) The undersigned has been given the opportunity to (i) ask questions of, and receive answers from, the Company concerning the terms and conditions of the offering of the Shares and the merger contemplated under the Agreement and other matters pertaining to an investment in the Company and (ii) obtain any additional information that the undersigned can acquire without unreasonable effort or expense on the part of the Company that is necessary to evaluate the merits and risks of an investment in the Company. In considering its investment in the Company, the undersigned has not relied upon any representations made by, or other information (whether oral or written) furnished by or on behalf of, the Company, or any director, officer, stockholder, partner, employee, agent, member, counsel, representative or affiliate of such persons, other than as set forth in this letter.

(H) A legend substantially in the following form will be placed on the certificates representing the Shares:

> "The shares represented by this certificate have not been registered under the Securities Act of 1933, as amended, and may not be sold, transferred or otherwise disposed of in the absence of an effective registration statement under such Act or an opinion of counsel to the effect that such registration is not required."

THE UNDERSIGNED HAS CAREFULLY READ THIS AGREEMENT AND DISCUSSED ITS REQUIREMENTS, TO THE EXTENT THE UNDERSIGNED BELIEVED NECESSARY, WITH THE UNDERSIGNED'S COUNSEL.

Very truly yours,

R. Paul Gray
for RPG, LLC

LEONARD

INVESTMENT REPRESENTATION LETTER

September 28, 2001

SURGICAL SAFETY PRODUCTS, INC.
2018 Oak Terrace
Sarasota Florida 34231

Ladies and Gentlemen:

In order to induce Surgical Safety Products, Inc. (the "Company") to issue to the undersigned common stock of the Company (the "Shares") pursuant to the Agreement and Plan of Merger and Reorganization dated as of September __, 2001 (the "Agreement") among the Company, OIX, Inc. and C5 Health, Inc., ("C5") the undersigned represents, warrants and covenants as follows:

(A) The undersigned has good and marketable title, free and clear of any and all liens or security interests, to all of the common stock of C5 held of record by the undersigned.

(B) The undersigned is acquiring the Shares for the undersigned's own account for investment only and not with a view to, or for sale in connection with, any distribution of the Shares in violation of the Securities Act of 1933 (as amended, the "Securities Act") or any rule or regulation under the Securities Act.

(C) The undersigned has had adequate opportunity to obtain from representatives of the Company such information about the Company as is necessary for the undersigned to evaluate the merits and risks of the undersigned's acquisition of the Shares pursuant to the agreement.

(D) The undersigned has sufficient expertise in business and financial matters to be able to evaluate the risks involved in the acquisition of the Shares pursuant to the agreement and to make an informed investment decision with respect to such acquisition.

(E) The undersigned understands that the Shares have not been registered under the securities act and are "restricted securities" within the meaning of rule 144 under the Securities Act; and the Shares cannot be sold, transferred or otherwise disposed of unless they are subsequently registered under the Securities Act or an exemption from registration is then available.

(F) The undersigned represents and warrants to the Company that the undersigned is an "Accredited Investor" as defined in Regulation D under the Securities Act and is an experienced and sophisticated investor and has such knowledge and experience in financial and business matters as are necessary to evaluate the merits and risks of an investment in the Shares and is able to bear the economic risk of the undersigned's investment in the Company for an indefinite period of time.

(G) The undersigned has been given the opportunity to (i) ask questions of, and receive answers from, the Company concerning the terms and conditions of the offering of the Shares and the merger contemplated under the Agreement and other matters pertaining to an investment in the Company and (ii) obtain any additional information that the undersigned can acquire without unreasonable effort or expense on the part of the Company that is necessary to evaluate the merits and risks of an investment in the Company. In considering its investment in the Company, the undersigned has not relied upon any representations made by, or other information (whether oral or written) furnished by or on behalf of, the Company, or any director, officer, stockholder, partner, employee, agent, member, counsel, representative or affiliate of such persons, other than as set forth in this letter.

(H) A legend substantially in the following form will be placed on the certificates representing the Shares:

> "The shares represented by this certificate have not been registered under the Securities Act of 1933, as amended, and may not be sold, transferred or otherwise disposed of in the absence of an effective registration statement under such Act or an opinion of counsel to the effect that such registration is not required."

THE UNDERSIGNED HAS CAREFULLY READ THIS AGREEMENT AND DISCUSSED ITS REQUIREMENTS, TO THE EXTENT THE UNDERSIGNED BELIEVED NECESSARY, WITH THE UNDERSIGNED'S COUNSEL.

Very truly yours,

Jerry W. Leonard

Jerry W. Leonard

NOVAK

INVESTMENT REPRESENTATION LETTER

September 28, 2001

SURGICAL SAFETY PRODUCTS, INC.
2018 Oak Terrace
Sarasota Florida 34231

Ladies and Gentlemen:

In order to induce Surgical Safety Products, Inc. (the "Company") to issue to the undersigned common stock of the Company (the "Shares") pursuant to the Agreement and Plan of Merger and Reorganization dated as of September __, 2001 (the "Agreement") among the Company, OIX, Inc. and C5 Health, Inc., ("C5") the undersigned represents, warrants and covenants as follows:

(A) The undersigned has good and marketable title, free and clear of any and all liens or security interests, to all of the common stock of C5 held of record by the undersigned.

(B) The undersigned is acquiring the Shares for the undersigned's own account for investment only and not with a view to, or for sale in connection with, any distribution of the Shares in violation of the Securities Act of 1933 (as amended, the "Securities Act") or any rule or regulation under the Securities Act.

(C) The undersigned has had adequate opportunity to obtain from representatives of the Company such information about the Company as is necessary for the undersigned to evaluate the merits and risks of the undersigned's acquisition of the Shares pursuant to the agreement.

(D) The undersigned has sufficient expertise in business and financial matters to be able to evaluate the risks involved in the acquisition of the Shares pursuant to the agreement and to make an informed investment decision with respect to such acquisition.

(E) The undersigned understands that the Shares have not been registered under the securities act and are "restricted securities" within the meaning of rule 144 under the Securities Act; and the Shares cannot be sold, transferred or otherwise disposed of unless they are subsequently registered under the Securities Act or an exemption from registration is then available.

(F) The undersigned represents and warrants to the Company that the undersigned is an "Accredited Investor" as defined in Regulation D under the Securities Act and is an experienced and sophisticated investor and has such knowledge and experience in financial and business matters as are necessary to evaluate the merits and risks of an investment in the Shares and is able to bear the economic risk of the undersigned's investment in the Company for an indefinite period of time.

(G) The undersigned has been given the opportunity to (i) ask questions of, and receive answers from, the Company concerning the terms and conditions of the offering of the Shares and the merger contemplated under the Agreement and other matters pertaining to an investment in the Company and (ii) obtain any additional information that the undersigned can acquire without unreasonable effort or expense on the part of the Company that is necessary to evaluate the merits and risks of an investment in the Company. In considering its investment in the Company, the undersigned has not relied upon any representations made by, or other information (whether oral or written) furnished by or on behalf of, the Company, or any director, officer, stockholder, partner, employee, agent, member, counsel, representative or affiliate of such persons, other than as set forth in this letter.

(H) A legend substantially in the following form will be placed on the certificates representing the Shares:

> "The shares represented by this certificate have not been registered under the Securities Act of 1933, as amended, and may not be sold, transferred or otherwise disposed of in the absence of an effective registration statement under such Act or an opinion of counsel to the effect that such registration is not required."

THE UNDERSIGNED HAS CAREFULLY READ THIS AGREEMENT AND DISCUSSED ITS REQUIREMENTS, TO THE EXTENT THE UNDERSIGNED BELIEVED NECESSARY, WITH THE UNDERSIGNED'S COUNSEL.

Very truly yours,

Timothy S. Novak

REL-COMM

INVESTMENT REPRESENTATION LETTER

September 28, 2001

SURGICAL SAFETY PRODUCTS, INC.
2018 Oak Terrace
Sarasota Florida 34231

Ladies and Gentlemen:

In order to induce Surgical Safety Products, Inc. (the "Company") to issue to the undersigned common stock of the Company (the "Shares") pursuant to the Agreement and Plan of Merger and Reorganization dated as of September __, 2001 (the "Agreement") among the Company, OIX, Inc. and C5 Health, Inc., ("C5") the undersigned represents, warrants and covenants as follows:

(A) The undersigned has good and marketable title, free and clear of any and all liens or security interests, to all of the common stock of C5 held of record by the undersigned.

(B) The undersigned is acquiring the Shares for the undersigned's own account for investment only and not with a view to, or for sale in connection with, any distribution of the Shares in violation of the Securities Act of 1933 (as amended, the "Securities Act") or any rule or regulation under the Securities Act.

(C) The undersigned has had adequate opportunity to obtain from representatives of the Company such information about the Company as is necessary for the undersigned to evaluate the merits and risks of the undersigned's acquisition of the Shares pursuant to the agreement.

(D) The undersigned has sufficient expertise in business and financial matters to be able to evaluate the risks involved in the acquisition of the Shares pursuant to the agreement and to make an informed investment decision with respect to such acquisition.

(E) The undersigned understands that the Shares have not been registered under the securities act and are "restricted securities" within the meaning of rule 144 under the Securities Act; and the Shares cannot be sold, transferred or otherwise disposed of unless they are subsequently registered under the Securities Act or an exemption from registration is then available.

(F) The undersigned represents and warrants to the Company that the undersigned is an "Accredited Investor" as defined in Regulation D under the Securities Act and is an experienced and sophisticated investor and has such knowledge and experience in financial and business matters as are necessary to evaluate the merits and risks of an investment in the Shares and is able to bear the economic risk of the undersigned's investment in the Company for an indefinite period of time.

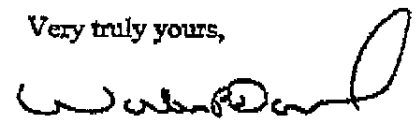
(G) The undersigned has been given the opportunity to (i) ask questions of, and receive answers from, the Company concerning the terms and conditions of the offering of the Shares and the merger contemplated under the Agreement and other matters pertaining to an investment in the Company and (ii) obtain any additional information that the undersigned can acquire without unreasonable effort or expense on the part of the Company that is necessary to evaluate the merits and risks of an investment in the Company. In considering its investment in the Company, the undersigned has not relied upon any representations made by, or other information (whether oral or written) furnished by or on behalf of, the Company, or any director, officer, stockholder, partner, employee, agent, member, counsel, representative or affiliate of such persons, other than as set forth in this letter.

(H) A legend substantially in the following form will be placed on the certificates representing the Shares:

> "The shares represented by this certificate have not been registered under the Securities Act of 1933, as amended, and may not be sold, transferred or otherwise disposed of in the absence of an effective registration statement under such Act or an opinion of counsel to the effect that such registration is not required."

THE UNDERSIGNED HAS CAREFULLY READ THIS AGREEMENT AND DISCUSSED ITS REQUIREMENTS, TO THE EXTENT THE UNDERSIGNED BELIEVED NECESSARY, WITH THE UNDERSIGNED'S COUNSEL.

Very truly yours,



William P. Danielczyk
for Reli-Communications, Inc.

ROSENBAUM

INVESTMENT REPRESENTATION LETTER

September 28, 2001

SURGICAL SAFETY PRODUCTS, INC.
2018 Oak Terrace
Sarasota Florida 34231

Ladies and Gentlemen:

In order to induce Surgical Safety Products, Inc. (the "Company") to issue to the undersigned common stock of the Company (the "Shares") pursuant to the Agreement and Plan of Merger and Reorganization dated as of September __, 2001 (the "Agreement") among the Company, OIX, Inc. and C5 Health, Inc., ("C5") the undersigned represents, warrants and covenants as follows:

(A) The undersigned has good and marketable title, free and clear of any and all liens or security interests, to all of the common stock of C5 held of record by the undersigned.

(B) The undersigned is acquiring the Shares for the undersigned's own account for investment only and not with a view to, or for sale in connection with, any distribution of the Shares in violation of the Securities Act of 1933 (as amended, the "Securities Act") or any rule or regulation under the Securities Act.

(C) The undersigned has had adequate opportunity to obtain from representatives of the Company such information about the Company as is necessary for the undersigned to evaluate the merits and risks of the undersigned's acquisition of the Shares pursuant to the agreement.

(D) The undersigned has sufficient expertise in business and financial matters to be able to evaluate the risks involved in the acquisition of the Shares pursuant to the agreement and to make an informed investment decision with respect to such acquisition.

(E) The undersigned understands that the Shares have not been registered under the securities act and are "restricted securities" within the meaning of rule 144 under the Securities Act; and the Shares cannot be sold, transferred or otherwise disposed of unless they are subsequently registered under the Securities Act or an exemption from registration is then available.

(F) The undersigned represents and warrants to the Company that the undersigned is an "Accredited Investor" as defined in Regulation D under the Securities Act and is an experienced and sophisticated investor and has such knowledge and experience in financial and business matters as are necessary to evaluate the merits and risks of an investment in the Shares and is able to bear the economic risk of the undersigned's investment in the Company for an indefinite period of time.

(G) The undersigned has been given the opportunity to (i) ask questions of, and receive answers from, the Company concerning the terms and conditions of the offering of the Shares and the merger contemplated under the Agreement and other matters pertaining to an investment in the Company and (ii) obtain any additional information that the undersigned can acquire without unreasonable effort or expense on the part of the Company that is necessary to evaluate the merits and risks of an investment in the Company. In considering its investment in the Company, the undersigned has not relied upon any representations made by, or other information (whether oral or written) furnished by or on behalf of, the Company, or any director, officer, stockholder, partner, employee, agent, member, counsel, representative or affiliate of such persons, other than as set forth in this letter.

(H) A legend substantially in the following form will be placed on the certificates representing the Shares:

> "The shares represented by this certificate have not been registered under the Securities Act of 1933, as amended, and may not be sold, transferred or otherwise disposed of in the absence of an effective registration statement under such Act or an opinion of counsel to the effect that such registration is not required."

THE UNDERSIGNED HAS CAREFULLY READ THIS AGREEMENT AND DISCUSSED ITS REQUIREMENTS, TO THE EXTENT THE UNDERSIGNED BELIEVED NECESSARY, WITH THE UNDERSIGNED'S COUNSEL.

Very truly yours,

Benjamin Rosenbaum, III

WILLIS, AMOS

INVESTMENT REPRESENTATION LETTER

September 28, 2001

SURGICAL SAFETY PRODUCTS, INC.
2018 Oak Terrace
Sarasota Florida 34231

Ladies and Gentlemen:

In order to induce Surgical Safety Products, Inc. (the "Company") to issue to the undersigned common stock of the Company (the "Shares") pursuant to the Agreement and Plan of Merger and Reorganization dated as of September __, 2001 (the "Agreement") among the Company, OIX, Inc. and C5 Health, Inc., ("C5") the undersigned represents, warrants and covenants as follows:

(A) The undersigned has good and marketable title, free and clear of any and all liens or security interests, to all of the common stock of C5 held of record by the undersigned.

(B) The undersigned is acquiring the Shares for the undersigned's own account for investment only and not with a view to, or for sale in connection with, any distribution of the Shares in violation of the Securities Act of 1933 (as amended, the "Securities Act") or any rule or regulation under the Securities Act.

(C) The undersigned has had adequate opportunity to obtain from representatives of the Company such information about the Company as is necessary for the undersigned to evaluate the merits and risks of the undersigned's acquisition of the Shares pursuant to the agreement.

(D) The undersigned has sufficient expertise in business and financial matters to be able to evaluate the risks involved in the acquisition of the Shares pursuant to the agreement and to make an informed investment decision with respect to such acquisition.

(E) The undersigned understands that the Shares have not been registered under the securities act and are "restricted securities" within the meaning of rule 144 under the Securities Act; and the Shares cannot be sold, transferred or otherwise disposed of unless they are subsequently registered under the Securities Act or an exemption from registration is then available.

(F) The undersigned represents and warrants to the Company that the undersigned is an "Accredited Investor" as defined in Regulation D under the Securities Act and is an experienced and sophisticated investor and has such knowledge and experience in financial and business matters as are necessary to evaluate the merits and risks of an investment in the Shares and is able to bear the economic risk of the undersigned's investment in the Company for an indefinite period of time.

(G) The undersigned has been given the opportunity to (i) ask questions of, and receive answers from, the Company concerning the terms and conditions of the offering of the Shares and the merger contemplated under the Agreement and other matters pertaining to an investment in the Company and (ii) obtain any additional information that the undersigned can acquire without unreasonable effort or expense on the part of the Company that is necessary to evaluate the merits and risks of an investment in the Company. In considering its investment in the Company, the undersigned has not relied upon any representations made by, or other information (whether oral or written) furnished by or on behalf of, the Company, or any director, officer, stockholder, partner, employee, agent, member, counsel, representative or affiliate of such persons, other than as set forth in this letter.

(H) A legend substantially in the following form will be placed on the certificates representing the Shares:

> "The shares represented by this certificate have not been registered under the Securities Act of 1933, as amended, and may not be sold, transferred or otherwise disposed of in the absence of an effective registration statement under such Act or an opinion of counsel to the effect that such registration is not required."

THE UNDERSIGNED HAS CAREFULLY READ THIS AGREEMENT AND DISCUSSED ITS REQUIREMENTS, TO THE EXTENT THE UNDERSIGNED BELIEVED NECESSARY, WITH THE UNDERSIGNED'S COUNSEL.

Very truly yours,

Amos J. Willis

Amos J. Willis

MINTMIRE & ASSOCIATES
ATTORNEYS AT LAW

265 SUNRISE AVENUE
SUITE 204
PALM BEACH, FLORIDA 33480
TEL: (561) 832-5696
FAX: (561) 659-5371

September 15, 2001

To: The Board of Directors of C5 Health, Inc.

This firm acts a counsel to Surgical Safety Products Inc, a New York corporation (the "Acquiror") and its wholly-owned subsidiary OIX, Inc., a Florida corporation (the "Merger Sub"). Pursuant to such representation, they have requested us to deliver to you this opinion in connection with Article VI, Section 6.3(g) of the Agreement and Plan of Merger and Reorganization dated September 15, 2001, effective this date, by and between the Acquiror, the Merger Sub and C5 Health, Inc., a Delaware Corporation ("C5"), executed by all parties, all schedules and exhibits thereto (the "Agreement"), the transactions contemplated therein and the closing of such transaction. Unless otherwise stated, all of the terms herein shall have the same meaning as those in the Agreement.

In rendering our opinion, we have relied, as to factual matters that affect our opinion, upon review of the relevant documents, the Acquiror's and Merger Sub's Board Resolution regarding the approval of the transaction and the authority of certain members of the Board to execute any and all documents necessary to effecnuate the transaction, the executed Agreement, internal corporate records, New York and Florida statutes, the Article of Incorporation, as amended, the Bylaws of the Acquiror and Merger Sub, the Shareholder meeting of OIX Inc. held on September 15, 2001, at which the Agreement was voted upon, and other detailed written records. We have made no independent verification that the facts asserted in the documents are true and correct. We have assumed that all copies upon which we may have relied are accurate copies of original documents and executed by an authorized person.

The relevant facts are as follows:

Under the Agreement, the Merger Sub will merge into C5 and the Acquiror will acquire all of the shares in C5 in exchange for a defined number of its shares. The shares to be issued to the holders of C5 stock are restricted securities. The representations by C5 and its shareholders clearly show that these shares are being purchased with an investment intent and not with a view to resale. Further even if C5 and its shareholders are not accredited investors as such term in defined in Rule 506 promulgated under Regulation D of the Securities Act of 1933, as amended (the "Act"), the total number of shareholders to receive the Company's shares total at maximum

eleven (11) persons or previously existing entities which number would not abridge the requirements under Rule 506. Given that the Acquiror is current in its reporting under the Securities Exchange Act of 1934, as amended, it is our opinion that the offering of restricted securities to not more than 35 non-accredited investors made privately with current publicly filed financial statements qualify this offering for exemption from registration under Section 4(2) of the Securities Act of 1933, as amended.

As counsel for the Acquiror and the Merger Sub, it is our opinion that:

1. The Acquiror is a corporation duly incorporated, validly existing and in good standing under the laws of the State of New York and the Merger Sub is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Florida;

2. The Acquiror and the Merger Sub each have the right, power, authority and capacity to enter into the Agreement and to perform their respective obligations under the Agreement and the Acquiror has the right, power, authority and capacity to issue shares to C5 pursuant to the Agreement;

3. The execution, delivery and performance of the Agreement by the Acquiror and the Merger Sub will not (a) contravene any provision of either of the Acquiror's or Merger Sub's Articles of Incorporation and Bylaws; (b) violate any federal, New York, Delaware, or Florida Statute, rule or regulation; and (c) will not result in a breach of, or constitute a default under, any agreement or other document to which either or them is a party or by which either of them is bound and of which we have knowledge, except, to the extent applicable, for the terms and conditions of the Loan Agreement with Thomson Kernaghan as amended by the Loan Cancellation and Settlement Agreement that has been provided by the Acquiror to C5 (the "TK Agreement"), or any decree, order or rule of any domestic or foreign court or governmental agency or any provision of applicable law known to us to be binding on Acquiror or Merger Sub or any of their respective assets, or result in the creation or imposition of any mortgage, lien, assessment, encumbrance, or restriction of any nature on any of the shares issuable under the Agreement or any of the Acquiror's or Merger Sub's assets or give to others, except to the extent applicable in the TK Agreement, any interest or rights therein or create in any third party the right to modify, terminate or accelerate (or to make a claim for damages in respect of) any instrument or contract to which the Acquiror or Merger Sub is a party or by which the Acquiror or Merger Sub is bound and of which we have knowledge; provided, however, that if the transactions (collectively the "Merger") contemplated by the Agreement result in or cause a default under the TK Agreement, such default shall not result in or cause the Agreement or the Merger to be set aside, deemed invalid, voided or rescinded.

4. The Agreement constitutes the valid and binding obligation of the Acquiror and Merger Sub, enforceable against each of them in accordance with their terms, subject to bankruptcy, reorganization, moratorium, insolvency or other laws and decisions affecting creditors' rights generally, public policy considerations and general equity principles. The execution, delivery and performance of the Agreement has been duly authorized by all necessary corporate and shareholder action of the Acquiror and the Merger Sub;

5. The Acquiror, as sole shareholder of the Merger Sub has waived the requirement of any shareholder meeting and consented to the Agreement and the merger of the Merger Sub into C5. Within five (5) days of the closing of the contemplated transaction, the Acquiror will be required to file a Form 8K setting out the change of control of the Company and the merger. Other than those consents for which an affirmative vote has been cast and the Form 8K filing within five (5) days of the closing, no consent by, approval or authorization of or filing, registration or qualification with any governmental authority is required (i) for the execution, delivery and performance of the Agreement by the Acquiror and the Merger Sub, (ii) in connection with the Acquiror and Merger Sub's consummation of the transactions contemplated hereby and (iii) in order to vest in C5 good and marketable title in and to all of the shares issuable under the Agreement;

6. The issuance of the shares to C5 has been duly authorized by the Acquiror, and upon such issuance, the shares will be duly authorized, validly issued, fully paid, not assessable and free of any liens or rights in other parties;

7. The Company's authorized capital stock consists of 1,000,000,000 shares of common stock, $.0001 value per share and 10,000,000 shares of preferred stock, of which 20,022,889 shares of Common Stock were issued and outstanding immediately prior to the Closing, and of which zero shares of Preferred Stock were issued and outstanding immediately prior to the Closing.

8. The effective date of the merger will be the date upon which the C5 and the Merger Sub file the Articles of Merger with the States of Delaware and Florida.

Further, we have no knowledge, without having undertaken an independent investigation, of (x) any order, notice, claim, litigation, proceeding or investigation by or before any court or governmental agency pending against or directly affecting the Acquiror or the Merger Sub, or (y) any action or proceeding instituted or threatened by or before any court or other governmental body to restrain or prohibit or to obtain damages or other relief in connection with the Agreement or the transactions contemplated hereby, not otherwise disclosed in reports filed by the Acquiror with the Securities and Exchange Commission.

Accordingly, we have reached the opinion and conclusion that the shares, when issued as indicated, are fully paid, nonassessable, and lawfully issued. Based upon our review of the documentary information and statutory provisions, it is also our opinion that the shares, when issued, will be issued in compliance with applicable federal and state securities laws.

Very truly yours,

/s/

Mintmire & Associates