

## AGREEMENT AND PLAN OF SHARE EXCHANGE

THIS AGREEMENT AND PLAN OF SHARE EXCHANGE (“Agreement”) is entered into as of this 28th day of MARCH, 2013 between COOPER HOLDING CORP. a Delaware corporation ( hereinafter “COOPER” ) and CREDNOLOGY, INC., a Georgia corporation (hereinafter ”CREDNOLOGY”).

### RECITALS

A. WHEREAS, COOPER desires to acquire all of the outstanding shares of CREDNOLOGY through a share exchange whereby each share of CREDNOLOGY will be exchanged for one thousand shares of COOPER; and

B. WHEREAS, the majority shareholders of COOPER have voted as of March 28, 2013 to approve such share exchange and approved entry into this Agreement by COOPER; and

C. WHEREAS, The majority shareholders of CREDNOLOGY have voted as of March 28, 2013 to exchange all of the shares of CREDNOLOGY upon the terms described in Paragraph A hereof (subject only to those shareholders (if any) who instead have elected dissenter rights pursuant to Georgia law)and approved entry into this agreement;

D. NOW, THEREFORE, in consideration of the foregoing recitals, the mutual representations, warranties and covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COOPER and CREDNOLOGY agree as follows:

1. **EXCHANGE AND TERMS.** COOPER hereby agrees to issue and CREDNOLOGY agrees to accept:

(a) One thousand shares of common stock of COOPER for each share of CREDNOLOGY common stock currently issued and outstanding and delivered to COOPER so that CREDNOLOGY becomes a wholly-owned subsidiary of COOPER. All such CREDNOLOGY shares shall be delivered promptly to such Transfer Agent as COOPER shall designate. Certificates of COOPER shall thereafter be issued to the shareholders of CREDNOLOGY and shall be transferable in the same manner as otherwise provided for restricted COOPER common stock subject to applicable federal and state securities laws; and

(b) COOPER shall assign the one share of issued and outstanding Preferred stock to Rusty Bresse or a designated assignee; and

(c) Within 10 business days of Closing, the new management of COOPER will file an amendment to the Articles of Incorporation with the state of Delaware to form a newly designated Preferred share. The new Preferred shall grant each shareholder the right to convert one share of Preferred held into 9.5% of the common shares outstanding at the time of conversion. The Company shall issue one share each to Daniel Cooper and Timothy Durant; and

(d) No liabilities of COOPER shall be assumed by CREDNOLOGY, except for the accounts payable to COOPER's transfer agent and OTC Markets. After August 31, 2013, any liability not satisfied by COOPER in excess of \$10,000, will be secured by the Preferred share held by of Mr. Cooper. The term secured shall be defined as any obligation owed by COOPER and/or Cooper Hunting Industries, Inc., prior to the execution of this document, that is paid for by CREDNOLOGY and shall be calculated and deducted from the common stock received from the conversion of the Preferred share defined in Section 1.c.; and

(e) Effective upon the execution of this Agreement and Plan of Share Exchange, the current officers and directors of COOPER shall submit their resignations. Prior to the resignation of Daniel Cooper, Mr. Cooper shall appoint Rusty Bresse to the Board of Directors of COOPER. Mr. Bresse shall then become the sole director of COOPER upon the resignation of Mr. Cooper.

**2. SURRENDER OF CREDNOLOGY CERTIFICATES AND ISSUANCE OF COOPER CERTIFICATES.** CREDNOLOGY will use its best efforts to surrender all of its share certificates by April 5, 2013 and COOPER shall use its best efforts to issue COOPER certificates for such CREDNOLOGY certificates by April 15, 2013. From the date of this Agreement, however, all holders of CREDNOLOGY common stock will be treated as if they are the owners of COOPER common stock.

**3. RELEASE BY COOPER.** COOPER hereby releases and discharges CREDNOLOGY, its affiliates, agents and advisors (the "Released Parties") from any and all claims, demands, suits, actions, causes of action, contracts, debts, sums of money, commissions, damages and rights whatsoever at law or in equity, now existing or that may hereafter accrue in favor of COOPER against any of the Released Parties relating to or arising out of or in connection with any facts or circumstances, relating to CREDNOLOGY that existed prior to or on the date of this Agreement, whether known to CREDNOLOGY or unknown, other than any claim arising under this Agreement.

**4. INDEMNITY BY CREDNOLOGY OF COOPER.** CREDNOLOGY shall indemnify and hold harmless COOPER, its directors, officers, agents, accountants, attorneys and representatives from and against any losses arising out of, resulting from, or relating to or in connection with this Agreement, a breach hereof of any provision, representation or warranty made herein by CREDNOLOGY.

**5. REPRESENTATIONS AND WARRANTIES OF CREDNOLOGY.** CREDNOLOGY hereby represents and warrants to COOPER as follows:

(a) The shareholders delivering the CREDNOLOGY common stock to COOPER have good title to such common stock. Such common stock when delivered shall constitute all of the issued and outstanding common stock of CREDNOLOGY and CREDNOLOGY shall have paid or have made provisions to pay for the shares of any shareholder who properly exercised its dissenter's rights under Georgia law. All of the common stock to be delivered to COOPER shall have been duly authorized and validly issued and are fully paid and non-assessable. There are no outstanding (i) securities of CREDNOLOGY convertible into or exchangeable for any common stock or other security or asset in CREDNOLOGY; (ii) options, warrants or other rights to purchase or subscribe to securities of CREDNOLOGY; or (iii) contracts or understandings or arrangements not made known in writing to COOPER by CREDNOLOGY; and

(b) CREDNOLOGY has full power, authority and legal right to enter into and perform this Agreement. CREDNOLOGY is a corporation organized under the laws of the State of Georgia and in full compliance with the laws of that State. This Agreement is a valid and binding obligation of CREDNOLOGY and the share exchange contemplated by this Agreement has been fully authorized by the vote of CREDNOLOGY shareholders; and

(c) CREDNOLOGY's execution, delivery and performance under this Agreement do not and will not result in the creation or imposition of any lien on the CREDNOLOGY common stock to be exchanged, violate any provision of CREDNOLOGY's Articles of Incorporation or By Laws or require the consent of any third party or governmental entity; and

(d) There is no action, suit, proceeding, claim or investigation by any person, entity, administrative agency or governmental body pending or threatened against CREDNOLOGY that has not been disclosed to COOPER in writing; and

(e) CREDNOLOGY holds good title to all its property and there are no liens or claims against or threatened against such property that has not been disclosed by CREDNOLOGY to COOPER in writing; and

(f) CREDNOLOGY has filed all required tax returns and has no tax liability that has not been disclosed by CREDNOLOGY to COOPER in writing.

**6. REPRESENTATIONS AND WARRANTIES BY COOPER.** COOPER hereby represents and warrants to CREDNOLOGY as follows:

(a) COOPER has full power and authority to enter into and perform this Agreement. COOPER is a corporation organized and existing under the laws of the State of Delaware and is in full compliance with the laws of that State. This Agreement is a valid and binding obligation of COOPER and the share exchange contemplated by this Agreement has been fully authorized by the majority shareholders of COOPER; and

(b) All of the common stock to be delivered to the shareholders of CREDNOLOGY in return for the CREDNOLOGY common stock shall have been duly authorized and validly issued, fully-paid and non-assessable when delivered; and

(c) COOPER's execution, delivery and performance under this Agreement do not and will not result in the creation or imposition of any lien on the COOPER common stock to be exchanged, violate any provision of COOPER's Articles of Incorporation or By Laws or require the consent of any third party or governmental entity; and

(d) There is no action, suit, proceeding, claim or investigation by and person, entity, administrative agency or governmental body pending or threatened against COOPER that has not been disclosed to CREDNOLOGY in writing.

**7. NOTICE.** Any notice or other communication required or permitted to be given under this Agreement will be sufficient if it is in writing, sent to the applicable address set forth below and personally delivered, mailed by certified or registered first class mail or sent by recognized overnight carrier. Each party may change its address by notifying the other party in writing:

**COOPER HOLDING CORP**

Daniel Cooper, President  
540 Bill Lamb Lane  
Cottage Grove, TN

**CREDNOLOGY, INC.**

Rusty Breese, President  
101 Landing Lane  
Eatonton, GA. 31024

**8. SURVIVAL OF REPRESENTATIONS AND WARRANTIES.** All representations, warranties, covenants and agreements contained in this Agreement shall survive the exchange of common stock contemplated hereby. The parties have made no representations or warranties or agreements except those expressly contained in this Agreement.

**9. ENTIRE AGREEMENT.** This Agreement constitutes the exclusive statement of the agreements between COOPER and CREDNOLOGY concerning the subject matter hereof and supersedes all other prior agreements, if any, concerning the subject matter. Each party further agrees that each has been allowed a full opportunity to inquire into the business and operations of the entities whose shares will be exchanged and that such inquiry has satisfied each concerning the agreements, representations and warranties contained herein.

**10. MODIFICATION.** No modification or waiver of any provision of this Agreement shall be enforceable unless made in a written instrument signed by all the parties to this Agreement.

**11. BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of COOPER and CREDNOLOGY and their respective successors and assigns.

**12. NO PARTNERSHIP CREATED.** It is not the intention or purpose of either of the parties to this Agreement to create, and it shall not be construed as creating, a joint venture, partnership or any type of association. No party hereto is authorized to act as agent or principal for each other with respect to any matter relating or pertaining to this Agreement.

**13. NO CONSTRUCTION AGAINST DRAFTER.** This Agreement is being entered into between competent entities, experienced in business and familiar with legal documents and rights and responsibilities. Therefore, any language which may be deemed to be ambiguous in this Agreement shall not necessarily be construed against any particular party as the drafter of such language.

**14. JURISDICTION AND VENUE.** Any action which relates to the provisions of this Agreement shall be brought solely in a state or federal court located in Henry County, Tennessee and all objections to

personal jurisdiction and venue in any such action are hereby waived. The parties waive personal service of any and all process and consent that all such service of process shall be made by U.S Mail to the address shown with respect to each party to this Agreement.

**15. COUNTERPARTS.** . This Agreement may be executed and delivered in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A facsimile, electronic copy or other copy of a signature shall be considered an original.

**16. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the state of Tennessee.

**IN WITNESS WHEREOF,** the undersigned have executed this Agreement and Plan of Share Exchange as of the date set forth above.

**COOPER HOLDING CORP**

/s/ Daniel Cooper

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By its President

/s/ Stephanie Cooper

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Attest: Acting Secretary

**CREDNOLOGY, INC.**

/s/ Rusty Bresse

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By its President

/s/ Janet Bresse

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Attest: Acting Secretary