UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM SB-2/A

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

INFORMATION SYSTEMS ASSOCIATES, INC.

(Name of small business issuer in our charter)

Florida
State or other jurisdiction of incorporation or organization)

8742	65-049317
(Primary standard industrial classification code number)	**(I.R.S. Employer Identification No.)**

2120 SW Danforth Circle, Palm City FL 34990
(772) 286-3682
(Address and telephone number of principal executive offices)

Joseph P. Coschera
2120 SW Danforth Circle, Palm City FL 34990
(772) 286-3682
(Name, address and telephone of agent for service)

Approximate date of commencement of proposed sale to the public:
As soon as practicable after the effective date of this registration statement.

If any of the Securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, as amended, check the following box: [X]

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act of 1933, please check the following box and list the Securities Act of 1933 registration number of the earlier effective registration statement for the same offering. [ ]

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act of 1933,

check the following box and list the Securities Act of 1933 registration statement number of the earlier effective registration statement for the same offering. [ ]

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act of 1933, check the following box and list the Securities Act of 1933 registration statement number of the earlier effective registration statement for the same offering. [ ]

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box. [ ]

CALCULATION OF REGISTRATION FEE (1)(2)

Title of each class of securities to be registered	Amount to be Registered	Proposed maximum Offering price per Unit (1)	Proposed maximum Aggregate offering Price(1)	Amount of Registration Fee (1)
Common Stock ($.001 par value)	5,193,834(2)	$.25	$1,298,459	$133.31
Totals	5,193,834	$.25	$1,298,459	$133.31

(1) Estimated pursuant to Rule 457 solely for the purpose of calculating the registration fee for the shares of common stock. The registration fee for the shares of common stock is based upon a value of $.25.
(2) 5,193,834 shares proposed to be offered by the Selling Security Holders.

The information in this prospectus is not complete and may be changed. Information Systems Associates, Inc. and the Selling Security Holders may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

We hereby file this registration statement on such date or dates as may be necessary to delay its effective date until we shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until this Registration Statement shall become effective on such date as the Commission, acting pursuant to Section 8(a) may determine.

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SUBJECT TO COMPLETION, DATED APRIL 25, 2007
INFORMATION SYSTEMS ASSOCIATES, INC.
5,193,834 shares of Common Stock

Our Selling Security Holders are offering 5,193,834 shares of our common stock for sale to the public. The Selling Security Holders are expected to offer and sell their shares through their own securities broker-dealers or in private transactions. See - “Plan of Distribution.” The Selling Security Holders may continue to offer their shares until sold, as long as we maintain a current prospectus to cover the sales. We will not receive any proceeds from sales of shares by our Selling Security Holders. We will pay all expenses of registering all of the securities registered hereunder.

The Selling Security Holders are registering their shares for sale in order to recoup some of their initial investment to the company. Also, many of the shares held by the Selling Security Holders were issued for consulting services to us, rather than for long term investment in, Information Systems Associates. The Selling Securities Holders will sell their shares at $0.25 until such time, if and when, the shares are traded on the Over-The-Counter Bulletin Board. In the event of such trading, the Selling Securities Holders will sell their shares at prevailing market prices; however, there can be no assurance that we will find a market maker willing to work with us, or that our application for quotation on the Over-The-Counter Bulletin Board will be accepted.

Upon effectiveness of the registration statement of which this prospectus is a part, we plan to pursue quotation of our common stock on the Over-The-Counter Bulletin Board. This process requires the selection of a market maker to submit an application to the National Association of Securities Dealers, Inc. in order have our shares approved for quotation. There can be no assurance that we will find a market maker willing to work with us, or that our application will be accepted, in which case we may have to re-evaluate our plans to pursue quotation of our shares on the Over-The-Counter Bulletin Board.

These securities involve a high degree of risk and should be considered only by persons who can afford the loss of their entire investment. See “Risk Factors” beginning on page 9.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this preliminary prospectus is April 25, 2007

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SUMMARY INFORMATION AND RISK FACTORS

PROSPECTUS SUMMARY

OUR COMPANY.

We were incorporated in Florida on May 31, 1994 to engage in the development and sale of financial and asset management software. We are currently engaged and plan to continue in the development and sale of financial and asset management software business. Our executive offices are currently located at 2120 SW Danforth Circle, Palm City FL 34990. Our telephone number is (772) 286-3682. We are authorized to issue common stock. Our total authorized common stock consists of 50,000,000 shares of which 11,403,834 shares are issued and outstanding. We are also authorized to issue up to 2,000,000 shares of convertible preferred stock, of which none are issued and outstanding.

OUR BUSINESS.

Information Systems Associates, Inc. sells software products and services that allow our customers to track and manage assets, primarily in asset intensive industries. We refer to our product and services suite as asset management solutions. Our solutions can reduce sourcing, procurement and tracking costs, improve tracking and monitoring of asset performance and reduce operational downtime.

We began using Aperture's Network Management tools ("System"), in June 1995. For more than five years, Aperture has provided enterprise asset management solutions (EAM) to customers in the United States, Europe and Asia and Pacific Rim. For the past five years, we have provided EAM solutions to customers in North America.

Our customer list includes a number of leading organizations, such as Northrop Grumman Electronic Systems, National Counsel on Compensation Insurance (NCCI), Blue Cross Blue Shield of Florida, and Comcast Communications.

INDUSTRY BACKGROUND AND OVERVIEW

Asset management software has existed for more than thirty years, initially through computerized maintenance management systems (CMMS), and more recently including more comprehensive and robust enterprise asset management (EAM) and enterprise resource planning (ERP) solutions. The early CMMS systems automated daily management of assets, while ERP solutions consolidate basic asset information with financial information at the corporate level. EAM solutions encompass elements of both, serving as the next evolution of CMMS solutions by bridging the gap between asset management and corporate-level planning and tracking requirements.

The key value proposition for EAM solutions is that they can provide a quick and quantifiable return on investment (ROI) and return on assets (ROA). Cost and productivity improvements can immediately and measurably benefit organizations, and thus are highly desirable to potential customers, particularly in difficult economic times where the focus is increasingly bottom line oriented.

In addition to EAM solutions, we offer Facilities solutions. These are natural extensions to EAM solutions, as organizations seek to extend asset management and corporate-level planning and tracking onto other elements of the asset lifecycle.

THE OFFERING.

The Issuer:	Information Systems Associates, Inc.
The Sellers:	Selling Security Holders
Shares Offered:	
By Selling Security Holders	5,193,834 shares of common stock
Estimated Offering Price:	
By Information Systems Associates, Inc.	Not Applicable
By Selling Security Holders	$.25 per share, and thereafter at market, if and when quotation begins on OTCBB
Proceeds to Information Systems Associates	
Gross Proceeds	$ 0
Estimated Net Proceeds	$ 0 (assumes no broker-dealers are paid a commission)
Proceeds to Selling Security Holders	
Gross Proceeds	$1,295,959
Estimated Net Proceeds	$1,295,959 (assumes shares are sold in private transactions with no commissions).
Common Stock to be Outstanding after Offering:	11,403,834 shares
Dividend Policy	We do not anticipate paying dividends on our common stock in the foreseeable future.
Use of Proceeds	We will not receive any proceeds from this sale.
Risk Factors	The securities offered hereby are speculative and involve a high degree of risk, including The risk of substantial and immediate dilution. See “Risk Factors” at page 9 and “Dilution” at page 16.

As of April 11, 2007 we had 11,403,834 shares of our common stock outstanding. This offering is comprised of a registered securities offering by the Selling Security Holders who intend to sell all 5,193,834 shares of common stock that they received for providing cash and services to our Company.

We and the Selling Security Holders have acknowledged that we are familiar with the anti-manipulation rules of the SEC, including Regulation M. These rules may apply to sales by Information Systems Associates and the Selling Security Holders in the market if a market develops.

Regulation M prohibits any person who participates in a distribution from bidding for or purchasing any security which is the subject of the distribution until the entire distribution is complete. It also prohibits sales or purchases to stabilize the price of a security in the distribution.

We have paid all estimated expenses of registering the securities. Our offering expenses are approximately $44,558 which have been paid.

FINANCIAL SUMMARY INFORMATION.

Because this is only a financial summary, it does not contain all the financial information that may be important to you. You should also read carefully all the information in this prospectus, including the financial statements and their explanatory notes.

Statements of Operations		For the year ended December 31, 2006		For the year ended December 31, 2005
Revenues	$	362,897		337,844
Cost of Sales		($4,542)		($37,939)
Gross profit	$	358,355	$	299,905
Operating expenses	$	411,187	$	266,743
Income (loss) from operations		($52,832)	$	33,162
Other expense, net	$	144,321	$	-0-
Net income (loss)		($197,153)	$	33,162
Net income per common share		($.01)	$	0.04

Balance Sheets		As of December 31, 2006
Available cash	$	178,775
Total current assets	$	260,223
Other assets	$	44,063
Total Assets	$	311,422
Current liabilities	$	53,489
Stockholders’ equity (deficit)	$	257,933
Total liabilities and stockholders’ equity	$	311,422

RISK FACTORS

The following is a summary of certain risks and uncertainties which we face in our business. This summary is not meant to be exhaustive. These Risk Factors should be read in conjunction with other cautionary statements which we make in this registration statement and in our other public reports, annual reports and public announcements.

Our Limited Operating History And Lack Of Revenues Makes Evaluating Our Business And Prospects Difficult

While our competitors have operated software development companies for a significant period of time, we have only had limited operations and revenues since our inception in May of 1994. As a result, we have a limited operating history upon which you can evaluate us and our prospects. In addition, we show a loss of ($158,635) for the year ending December 31, 2006.

We Have Incurred Losses From Operations And Limited Cash That Raises Substantial Doubt As To Whether We Can Continue As A Going Concern

Our cash flows used in operations were ($92,949) for the year ending December 31, 2006. We have incurred a net loss of ($158,635) during this same period. During this time, we also incurred certain expenses that did not use cash. For example, our company paid $41,196 in developing software and acquiring equipment for our business. Cash flows generated by financing activities were $302,971 for the year ending December 31, 2006.

We Do Not Expect To Pay Dividends On Our Common Stock.

To date, we have not paid any dividends on our common stock. We do not anticipate paying any cash dividends on our common stock in the foreseeable future. Any payment of future dividends and the amounts thereof will depend upon our earnings, financial requirements and other factors deemed relevant by our board of directors.

If Our Common Stock Becomes Tradable On The Over-The-Counter Bulletin Board, Sales Of Our Common Stock By Our Principal Shareholder Could Affect The Level Of Public Interest In Our Common Stock As Well As Depress Its Price.

By the filing of this registration statement with the Commission, we are attempting to register 5,193,834 shares of our common stock. If this registration statement is declared effective, the Selling Security Holders, by delivery of the prospectus included within this registration statement, will be able to sell their registered shares at $.25 per share until trading begins on the OTC Bulletin Board, and thereafter at negotiated prices. However, there can be no assurance that we will find a market maker willing to apply for such listing. If our common stock becomes tradable on the Over the Counter Bulletin Board, prospective purchasers will be able to purchase our common stock in the open market. The Selling Security Holders will be able to sell the shares covered by this prospectus on the open market. In addition, because our principal stockholder, Joseph Coschera, owns approximately 54% of our common stock he may dispose of a substantial percentage of his stock after a one-year holding period subject to the limitations of Rule 144 under the Securities Act of 1933, as amended. In general, these limitations impose a maximum sale requirement equal to the greater of an amount during the preceding three months of 1% of our outstanding shares or an amount equal to the average weekly reported volume of trading in our common stock on all national securities exchanges and/or reported through the automated quotation system of a registered securities association during the four calendar weeks preceding the filing of a Rule 144 notice. In addition, there are other requirements imposed by Rule 144, including manner of sale and other requirements. If substantial amounts of any of these shares are sold either on the open market or pursuant to Rule 144, there may be downward price pressures on our common stock price, causing the market price of our common stock to decrease in value. In addition, this

selling activity could:

- o Decrease the level of public interest in our common stock;
- o Inhibit buying activity that might otherwise help support the market price of our common stock; and
- o Prevent possible upward price movements in our common stock.

There Is A Risk That Our Shares May Not Become Quoted On The Over-The-Counter Bulletin Board In The Near Future, In Which Case There May Be No Trading Market For Our Shares, Or We May Have To Consider Alternatives Such As Applying To List Them For Quotation On The National Quotation Bureau's Pink Sheets, Which Is Considered To Be A Less Liquid Trading Market, And The Price Per Common Shares Could Be Negatively Affected By Such A Listing.

We intend to reach an agreement with a market maker to assist us in filing a 15c-211 application to the NASD, Inc. to have our common shares quoted on the Over-The-Counter Bulletin Board. Upon acceptance of our application, we intend to acquire additional market makers to make a market in our common stock. However, there can be no assurances that any of these steps will occur, and we may be unable to become quoted on the OTC Bulletin Board. In fact, no market maker has agreed to make a market in our shares to date, no such agreement may ever be reached, and we have not taken any concrete steps toward having our shares quoted on the OTC Bulletin Board to date. If we fail to be quoted, there would be no established trading market for our shares. From there we would have to consider other alternatives, such as the possibility of listing the shares for trading on the National Quotation Bureau's Pink Sheets, which is considered to be a less liquid trading market and the price per common share could be negatively affected by such a listing.

There Is No Trading Market For Our Shares Of Common Stock And You May Be Unable To Sell Your Shares.

There is not, and has never been, a trading market for our securities. There is no established public trading market or market maker for our securities. There can be no assurance that a trading market for our common stock will be established or that, if established, a market will be sustained.

We May Be Unable To Obtain The Addition Funding Needed To Enable Us To Operate Profitably In The Future.

We have no credit facility or other committed sources of capital sufficient to fund our business plan. We may be unable to establish credit arrangements on satisfactory terms. If capital resources are insufficient to meet our future capital requirements, we may have to raise funds to continue development of our operations. To the extent that additional capital is raised through the sale of equity and/or convertible debt securities, the issuance of such securities could result in dilution to our shareholders and/or increased debt service commitments. If adequate funds are not available, we may be unable to sufficiently develop our operations to become profitable.

Our Principal Stockholder Controls Our Board Of Directors And Thereby Controls Our Business Affairs In Which Case You Will Have Little Or No Participation In Our Business Affairs.

Currently, our President, CEO and Director, Mr. Joseph P. Coschera owns 54% of the outstanding shares of Information Systems Associates. Mr. Coschera controls the Board of Directors and therefore controls our business affairs. In addition, Joseph Coschera, by virtue of his 54% share ownership percentage, he will have significant influence over all matters requiring approval by our stockholders without the approval of minority stockholders. In addition, he will be able to elect all of the members of our Board of Directors, which will allow him to significantly control our affairs and management. Accordingly, you will be limited in your ability to affect change in how we conduct our business.

If We Lose The Services Of Our President, Our Business May Be Impaired.

Our success is heavily dependent upon the continued and active participation of our president, Joseph P Coschera. Mr. Coschera has years of experience in the financial and assent management software business. The loss of Mr. Coschera's services could have a severely detrimental effect upon the success and development of our business. We do not maintain "key person" life insurance on Mr. Coschera. There can be

no assurance that we will be able to recruit or retain other qualified personnel, should it be necessary to do so.

Our Common Stock Is A "Penny Stock", And Compliance With Requirements For Dealing In Penny Stocks May Make It Difficult For Holders Of Our Common Stock To Resell Their Shares.

The SEC has adopted rules that regulate broker-dealer practices in connection with transactions in "penny stocks." Penny stocks generally are equity securities with a price of less than $5.00, other than securities registered on certain national securities exchanges or quoted on NASDAQ, provided that current price and volume information with respect to transactions in such securities is provided by the exchange or system. Prior to a transaction in a penny stock, a broker-dealer is required to:

- deliver a standardized risk disclosure document prepared by the SEC;
- provide the customer with current bid and offer quotation for the penny stock;
- explain the compensation of the broker-dealer and its salesperson in the transaction;
- provide monthly account statements showing the market value of each penny stock held in the customer's account;
- make a special written determination that the penny stock is a suitable investment for the purchaser and receive the purchaser's approval; and
- provide a written agreement for the transaction.

These requirements may have the effect of reducing the level of trading activity in the secondary market for our stock. Because our shares are subject to the penny stock rules, you may find it more difficult to sell your shares.

Potential Fluctuations In Our Financial Results Make Financial Forecasting Difficult.

- general economic conditions as well as economic conditions specific to our industry;

Our operating results have varied on a quarterly basis in the past and may fluctuate significantly as a result of a variety of factors, many of which are outside our control. Factors that may affect our quarterly operating results include:

- long sales cycles, which characterize our industry;
- implementation delays, which can affect payment and recognition of revenue;
- any decision by us to reduce prices for our solutions in response to price reductions by competitors;
- the amount and timing of operating costs and capital expenditures relating to monitoring or expanding our business, operations and infrastructure; and
- the timing of, and our ability to integrate, any future acquisition, technologies or products or any strategic investments or relationships into which we may enter.

Due to these factors, our quarterly revenues and operating results are difficult to forecast. We believe that period-to-period comparisons of our operating results may not be meaningful and should not be relied upon as an indication of future performance. In addition, it is likely that in one or more future quarters, our operating results will fall below the expectations of securities analysts and investors. In such event, the trading price of our common shares would almost certainly be materially adversely affected.

The Markets In Which We Operate Are Highly Competitive.

The market for asset lifecycle management solutions is rapidly evolving and intensely competitive. We face significant competition in each segment of our business (sourcing, procurement, enterprise asset management and asset disposition). We expect that competition will further intensify as new companies enter the different segments of our market and larger existing companies expand their product lines. If the global economy continues to lag, we could face increased competition, particularly in the form of lower prices.

Many of our competitors have longer operating histories, larger customer bases, greater brand recognition and significantly greater financial, marketing and other resources than we. We cannot assure you that we will be able to compete with them effectively. If we fail to do so, it would have a material adverse effect on our business, financial condition, cash flows and results of operations.

Significant Delays In Product Development Would Harm Our Reputation And Result In Loss Of Revenue.

If we experience significant product development delays, our position in the market would be harmed, and our revenues could be substantially reduced, which would adversely affect our operating results. As a result of the complexities inherent in our software, major new product enhancements and new products often require long development and test periods before they are released. On occasion, we have experienced delays in the scheduled release date of new or enhanced products, and we may experience delays in the future. Delays may occur for many reasons, including an inability to hire a sufficient number of developers, discovery of bugs and errors or a failure of our current or future products to conform to industry requirements. Any such delay, or the failure of new products or enhancements in achieving market acceptance, could materially impact our business and reputation and result in a decrease in our revenues.

We May Have To Expend Significant Resources To Keep Pace With Rapid Technological Change.

Our industry is characterized by rapid technological change, changes in user and customer requirements, frequent new service or product introductions embodying new technologies and the emergence of new industry standards and practices. Any of these could hamper our ability to compete or render our proprietary technology obsolete. Our future success will depend, in part, on our ability to:

- develop new proprietary technology that addresses the increasingly sophisticated and varied needs of our existing and prospective customers;
- anticipate and respond to technological advances and emerging industry standards and practices on a timely and cost-effective basis;
- continually improve the performance, features and reliability of our products in response to evolving market demands; and
- license leading technologies.

We may be required to make substantial expenditures to accomplish the foregoing or to modify or adapt our services or infrastructure.

Our Business Could Be Substantially Harmed If We Have To Correct Or Delay The Release Of Products Due To Software Bugs Or Errors.

We sell complex software products. Our software products may contain undetected errors or bugs when first introduced or as new versions are released. Our software products may also contain undetected viruses. Further, software we license from third parties and incorporate into our products may contain errors, bugs or viruses. Errors, bugs and viruses may result in any of the following:

- adverse customer reactions;
- negative publicity regarding our business and our products;
- harm to our reputation;
- loss of or delay in market acceptance;
- loss of revenue or required product changes;
- diversion of development resources and increased development expenses;
- increased service and warranty costs;
- legal action by our customers; and
- increased insurance costs.

Systems Defects, Failures Or Breaches Of Security Could Cause A Significant Disruption To Our Business, Damage Our Reputation And Expose Us To Liability.

We host certain websites and sub-sites for our customers. Our systems are vulnerable to a number of factors

that may cause interruptions in our ability to enable or host solutions for third parties, including, among others:

- damage from human error, tampering and vandalism;
- breaches of security;
- fire and power losses;
- telecommunications failures and capacity limitations; and
- software or hardware defects.

Despite the precautions we have taken and plan to take, the occurrence of any of these events or other unanticipated problems could result in service interruptions, which could damage our reputation, and subject us to loss of business and significant repair costs. Certain of our contracts require that we pay penalties or permit a customer to terminate the contract if we are unable to maintain minimum performance levels. Although we continue to take steps to enhance the security of our systems and ensure that appropriate back-up systems are in place, our systems are not now, nor will they ever be, fully secure.

If We Are Unable To Successfully Protect Our Intellectual Property Or Obtain Certain Licenses, Our Competitive Position May Be Weakened.

Our performance and ability to compete are dependent in part on our technology. We rely on a combination of patent, copyright, trademark and trade secret laws as well as confidentiality agreements and technical measures, to establish and protect our rights in the technology we develop. We cannot guarantee that any patents issued to us will afford meaningful protection for our technology. Competitors may develop similar technologies which do not conflict with our patents. Others may challenge our patents and, as a result, our patents could be narrowed or invalidated.

Our software is protected by common law copyright laws, as opposed to registration under copyright statutes. Common law protection may be narrower than that which we could obtain under registered copyrights. As a result, we may experience difficulty in enforcing our copyrights against certain third parties. The source code for our proprietary software is protected as a trade secret. As part of our confidentiality protection procedures, we generally enter into agreements with our employees and consultants and limit access to, and distribution of, our software, documentation and other proprietary information. We cannot assure you that the steps we take will prevent misappropriation of our technology or that agreements entered into for that purpose will be enforceable. In order to protect our intellectual property, it may be necessary for us to sue one or more third parties. While this has not been necessary to date, there can be no guarantee that we will not be required to do so in future to protect our rights. The laws of other countries may afford us little or no protection for our intellectual property.

We also rely on a variety of technology that we license from third parties, including our database and Internet server software, which is used to perform key functions. These third-party technology licenses may not continue to be available to us on commercially reasonable terms, or at all. If we are unable to maintain these licenses or obtain upgrades to these licenses, we could be delayed in completing or prevented from offering some products or services.

Others Could Claim That We Infringe On Their Intellectual Property Rights, Which May Result In Costly And Time-Consuming Litigation.

Our success will also depend partly on our ability to operate without infringing upon the proprietary rights of others, as well as our ability to prevent others from infringing on our proprietary rights. We may be required at times to take legal action in order to protect our proprietary rights. Also, from time to time, we may receive notice from third parties claiming that we infringe their patent or other proprietary rights.

We believe that infringement claims will increase in the technology sector as competition intensifies. Despite our best efforts, we may be sued for infringing on the patent or other proprietary rights of others. Such litigation is costly, and even if we prevail, the cost of such litigation could harm us. If we do not prevail or cannot fund a complete defense, in addition to any damages we might have to pay, we could be required to stop the infringing activity or obtain a license. We cannot be certain that any required license would be available to us on acceptable terms, or at all. If we fail to obtain a license, or if the terms of a license are burdensome to us, this could have a material adverse effect on our business, financial condition, cash flows and results of operations.

Our Product Strategy Is Partially Dependent Upon The Continued Acceptance And Use Of The Internet As A Medium Of Commerce.

Our success depends in part on the continued growth of the Internet and reliance on and use of the Internet by businesses. Because use of the Internet as a source of information, products and services is a relatively recent phenomenon, it is difficult to predict whether the number of users drawn to the Internet will continue to increase and whether the market for commercial use of the Internet will continue to develop and expand.

The Internet may not be commercially viable for a number of reasons, including potentially inadequate

development of the necessary network infrastructure, delayed development of enabling technologies and inadequate performance improvements. In addition, the Internet’s viability as a commercial marketplace could be adversely affected by delays in the development of services or due to increased government regulation. Moreover, concern about the security of transactions conducted on the Internet and the privacy of users may also inhibit the growth of commerce on the Internet. If the use of the Internet does not continue to grow or grows more slowly than expected, or if the infrastructure for the Internet does not effectively support growth that may occur, our business would be materially and adversely affected.

Our Business Is Sensitive To The Overall Economic Environment. Any Slowdown In Information Technology Spending Budgets Could Harm Our Operating Results.

Any significant downturn in our customers' markets or in general economic conditions that results in reduced information technology spending budgets would likely result in a decreased demand for our products and services, longer selling cycles and lower prices, any of which may harm our business.

Our Preference Shares Could Prevent Or Delay A Takeover That Some Or A Majority Of Shareholders Consider Favorable.

Our Board of Directors, without any further vote of our shareholders, may issue preference shares and determine the price, preferences, rights and restrictions of those shares. The rights of the holders of common shares will be subject to, and may be adversely affected by, the rights of the holders of any series of preference shares that may be issued in the future. That means, for example, that we can issue preference shares with more voting rights, higher dividend payments or more favorable rights upon distribution than those for our common shares. If we issue certain types of preference shares in the future, it may also be more difficult for a third party to acquire a majority of our outstanding voting shares and such issuance may, in certain circumstances, deter or delay mergers, tender offers or other possible transactions that may be favored by some or a majority of our shareholders.

USE OF PROCEEDS

Not applicable.

DETERMINATION OF OFFERING PRICE

The Selling Security Holders will sell their shares at $.25 per share and thereafter at prevailing market prices, if and when Information Systems Associates is quoted on the Over-The-Counter Bulletin Board. However, there can be no assurance that we will find a market maker willing to apply for such quotation. Prior to this offering, there has been no market for our shares. The offering price of $.25 per share was arbitrarily determined and bears no relationship to assets, book value, net worth, earnings, actual results of operations, or any other established investment criteria. Among the factors considered in determining this price were our historical sales levels, estimates of our prospects, the background and capital contributions of management, the degree of control which the current shareholders desired to retain, current conditions of the securities markets and other information.

DILUTION

Our net tangible book deficit as of the year ending December 31, 2006 was $(158,635) or $(.01) per share of common stock. Net tangible book deficit is determined by dividing our tangible book deficit (total tangible assets less total liabilities and convertible preferred stock) by the number of outstanding shares of our common stock. As of April 11, 2007, we had a total of 11,403,834 shares of common stock outstanding and no shares of preferred stock outstanding.

SELLING SECURITY HOLDERS

The Selling Security Holders named in the table set forth below are selling the securities covered by this prospectus. The Selling Security Holders named below are not a registered securities broker-dealer or an affiliate of a broker-dealer.

The table indicates that all the securities will be available for resale after the offering. However, any or all of the securities listed below may be retained by the Selling Security Holders, and therefore, no accurate forecast can be made as to the number of securities that will be held by the Selling Security Holders upon termination of this offering. We believe that the Selling Security Holders listed in the table has sole voting and investment powers with respect to the securities indicated. We will not receive any proceeds from the sale of the securities covered by this prospectus.

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SELLING SECURITY HOLDERS TABLE

Name	Relationship With Issuer	Amount Owned Prior to Offering	Amount To Be Registered	Amount Owned After Offering	Percent Owned Before/After Offering
Aquatica Investments Ltd.	None (1)	3,000,000	3,000,000	3,000,000	26.31%
Arabelle Financial Limited	None	4,000	4,000	4,000	0.04%
Armelin, Francis	Consultant	100,000	100,000	100,000	0.88%
Aviation Interior	None	40,000	40,000	40,000	0.35%
Beloyan, Mark	None	10,000	10,000	10,000	0.09%
Blue Marlin Inc.	None	10,000	10,000	10,000	0.09%
Bryant, Stephen	None	4,000	4,000	4,000	0.04%
Citation Services	None	2,000	2,000	2,000	0.02%
De Monde, Kaylaya and Lilly	None	40,000	40,000	40,000	0.35%
Del Canto, Joseph	None	8,000	8,000	8,000	0.07%
Division Limited	None	200,000	200,000	200,000	1.75%
Eisenberg, Eric	None	40,000	40,000	40,000	0.35%
Feore, Leslie	None	4,000	4,000	4,000	0.04%
First Alliance Group, Inc.	Consultant (2)	400,000	400,000	400,000	3.51%
Gerhauser, Christine	None	4,000	4,000	4,000	0.04%
Greentree Financial Group, Inc.	Consultant (3)	350,000	350,000	350,000	3.07%

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1. Aquatica Investments, Ltd. Is owned and controlled by Owen Bethel. The stock purchase agreement with Aquatica is attached as Exhibit 10.1.
2. First Alliance introduced us to other consultants specializing in corporate finance and business development. They helped to introduce our business concept to registered NASD member firms. Patrick Doughty is the controlling individual of First Alliance. A copy of the consulting agreement between First Alliance and the Registrant is attached hereto as Exhibit 10.2.
3. Robert C. Cottone and Michael Bongiovanni are the owners of Greentree Financial Group, Inc. Greentree Financial Group, Inc. received the 350,000 shares of our common stock for consulting services that consist of assisting in the preparation of this Form SB-2 registration statement and the prospectus included therein, compliance with state Blue Sky regulations, selection of an independent transfer agent and Edgar services. A copy of our consulting agreement with Greentree is attached hereto as Exhibit 10.3.

Hall, Glenn	None	40,000	40,000	40,000	0.35%
Hancock, Kathleen	None	2,000	2,000	2,000	0.02%
Haynes, Kirk	Consultant (4)	36,000	36,000	36,000	0.32%
Haynes, Teresa	None	10,000	0	10,000	0.09%
Herve, Philippe	None	40,000	40,000	40,000	0.35%
Hickson, Peter	None	27,834	27,834	27,834	0.24%
International Engineering Services Limited	None	4,000	4,000	4,000	0.04%
Jeffrey, Peter	None	40,000	40,000	40,000	0.35%
Johansson, Goran	None	40,000	40,000	40,000	0.35%
Key, Deborah	None	2,000	2,000	2,000	0.02%
Leach, Susannah	None	40,000	40,000	40,000	0.35%
Mentre, Marie-Christine	None	20,000	20,000	20,000	0.18%
Newman, Richard	None	8,000	8,000	8,000	0.07%
Real Asset Management, LLC	Consultant (4)	450,000	450,000	450,000	3.95%
Regis, Hubber	None	40,000	40,000	40,000	0.35%
Schumacher, Laura	None	8,000	8,000	8,000	0.07%
Selva, Maria-pia	None	40,000	40,000	40,000	0.35%
Simons Muirhead and Burton Solicitors	Legal Counsel (5)	100,000	100,000	100,000	0.88%
Smith, Thomas	None	25,000	25,000	25,000	0.22%
Smith, Harriet	None	6,000	6,000	6,000	0.05%
Swan, Ian	None	2,000	2,000	2,000	0.02%
Taylor, Derek	None	7,000	7,000	7,000	0.06%
TOTALS	-	11,403,834	5,193,834	11,404,834	100%

4. Real Asset Management was hired as a consultant to help introduce our Company to NASD registered member firms who would assist us in selling our common stock, to help us locate potential funding sources and introduce us to consultants to assist with the registration process. Mr. Kirk Haynes is the controlling member of Real Assent Management. A copy of our contract with Real Asset Management is attached hereto as Exhibit 10.4

5. Simons Muirhead and Burton Solicitors is a United Kingdom law firm that the Registrant hired to advise them on offering their securities for sale in the UK. The firm advised the Registrant of any conflicts under UK law and made sure that any and all offers and sales were legal. A copy of the consulting agreement is attached hereto as Exhibit 10.5

We intend to seek qualification for sale of the securities in those states where the securities will be offered. To resell the securities in the public market the securities must either be qualified for sale or exempt from qualification in the states in which the Selling Security Holders or proposed purchasers reside. We intend to seek qualification or exemptions for trading in every state; however, there is no assurance that the states in which we seek qualification or exemption will approve of the security re-sales. Should we not obtain exemptions or qualification in these states you will be unable to resell your shares.

PLAN OF DISTRIBUTION

By Selling Security Holders

The Selling Security Holders are offering 5,193,834 shares of our common stock under this prospectus. We do not have any plan, agreement or understanding with the Selling Security Holders regarding their offering. In the event the Selling Security Holders engage an underwriter, we will be obligated to amend this prospectus to identify the underwriter and disclose the terms of the underwriter's compensation and disclose any change in the plan of distribution.

The Selling Security Holders may sell the shares from time to time directly to purchasers or through underwriters, broker-dealers or agents who may receive compensation in the form of discounts, concessions or commissions from the Selling Security Holders or from the purchasers. We do not expect these discounts, concessions or commissions to be in excess of those customary in the types of transactions involved. We will not receive any proceeds from the sale of shares by Selling Security Holders.

The shares may be sold in one or more transactions at then prevailing market prices at the time of sale, at prices related to prevailing market prices, at varying prices determined at the time of sale, or at negotiated prices. These sales may be in transactions, which may involve crosses or block transactions:

- On the OTC Bulletin Board or in the over-the-counter market.
- In transactions other than on the OTC Bulletin Board or on the over-the-counter market.
- Through the writing of options, whether the options are listed on an options exchange or otherwise.
- Through the settlement of short sales made after the effective date of this prospectus.

In connection with the sale of the shares, or otherwise, the Selling Security Holders may enter into hedging transactions with broker-dealers or financial institutions, which may in turn engage in short sales of the shares in the course of hedging the positions they assume. The Selling Security Holders may also sell our common stock short, provided the sale is not made to close out their short positions, or loan or pledge their shares to broker-dealers who in turn may sell the shares.

The aggregate proceeds to the Selling Security Holders from the sale of the shares offered by them will be the purchase price of the shares less discounts, concessions and commissions, if any. The Selling Security Holders reserve the right to accept and, together with its agents from time to time, to reject, in whole or in part, any proposed purchase of the shares to be made directly or through agents.

In order to comply with the securities laws of some states, if applicable, the shares may be sold in these jurisdictions only through registered or licensed securities brokers or dealers. In addition, in some states, the shares may not be sold unless they have been registered or qualified for sale or an exemption from registration or qualification requirements is available and has been complied with.

Any underwriters, broker-dealers or agents who participate in the sale of the shares may be deemed to be "underwriters" within the meaning of Section 2(11) of the Securities Act. Any discounts, concessions, commissions or profit they earn on any resales of the shares may be underwriting discounts or commissions under the Securities Act. Agents of the Selling Security Holders who are "underwriters" within the meaning of Section 2(11) of the Securities Act will be subject to the prospectus delivery requirements of the Act. We

have advised the Selling Security Holders that persons acting on their behalf are required to deliver a copy of this prospectus when making sales of the shares.

In addition, any shares covered by this prospectus which also qualify for sale pursuant to Rule 144 under the Securities Act may be sold under Rule 144 rather than pursuant to this prospectus. The Selling Security Holders may transfer, devise or gift his shares by other means not described in this prospectus.

This offering of shares for resale by the Selling Security Holders will begin on the date of this prospectus and continue as long as this prospectus is in effect or until the Selling Security Holders has sold all of its shares, whichever occurs first. If required, we will distribute a supplement to this prospectus or amend the registration statement of which this prospectus is a part to describe material changes to the terms of the offering.

We are paying all of the costs for registering the shares for sale by Information Systems Associates and for resale by the Selling Security Holders. These expenses include the SEC's filing fees and filings fees under state securities or "blue sky" laws. The Selling Security Holders will pay all underwriting discounts, commissions, transfer taxes and other expenses associates with their resale of the shares.

Regulation M Applies To The Selling Security Holders:

We have informed the Selling Security Holders that they should not place any bid for, purchase or attempt to purchase, directly or indirectly, any of our common shares in the public market before they have sold all of our shares that they are entitled to sell under this prospectus. Also, the Selling Security Holders should not attempt to convince anyone else to bid for or purchase our common stock in the public market before they have sold all of its shares covered by this prospectus. To do so may violate Regulation M under the Securities Exchange Act. Any person who, directly or indirectly, bids for or effects any purchase of the common stock for the purpose of pegging, fixing or maintaining the price of our common shares, practices known as "stabilizing", may violate Regulation M if the action does not comply with Regulation M. Furthermore, no person should engage in any activity that is fraudulent, manipulative, or deceptive under the federal securities laws and regulations.

LEGAL PROCEEDINGS

We are not aware of any pending or threatened legal proceedings, in which we are involved. In addition, we are not aware of any pending or threatened legal proceedings in which entities affiliated with our officers, directors or beneficial owners are involved.

DIRECTORS, EXECUTIVE OFFICERS, PROMOTERS, AND CONTROL PERSONS

Directors and Executive Officers.

Article III, of our Bylaws provides that the first Board of Directors and all subsequent Boards of the Corporation shall consist of (Joseph P Coschera), unless and until otherwise determined by vote of a majority of the entire Board of Directors. The Board of Directors or shareholders all have the power, in the interim between annual and special meetings of the shareholders, to increase or decrease the number of Directors of the Corporation. A Director need not be a shareholder of the Corporation unless the Certificate of Incorporation of the Corporation or the Bylaws so require. The first Board of Directors shall hold office until the first annual meeting of shareholders and until their successors have been duly elected and qualified or until there is a decrease in the number of Directors. Thereinafter, Directors will be elected at the annual meeting of shareholders and shall hold office until the annual meeting of the shareholders next succeeding his election, unless their terms are staggered in the Articles of incorporation of the Corporation (so long as at least one-fourth in number of the Directors of the Corporation are elected at each annual shareholders' meeting) or these Bylaws, or until his prior death, resignation or removal. Any Director may resign at any time upon written notice of such resignation to the Corporation.

Our directors and executive officers are as follows:

Name	Age	Position
Joseph Coschera	59	President and Director
Loire Lucas	49	Vice President and Director

Joseph Coschera

Joseph Coschera is the founder and President of Information Systems Associates, Inc. which he opened in the summer of 1992 for business. Prior to forming ISA Joe held the position of Vice President with JPMorgan Chase. Joe's career at JPMC spanned 18 years rising from the position of Systems Engineer to Manager of Facilities and Hardware Planning for the Retail Banking Division. Joe's responsibilities were extremely diverse and included space planning for the Division's staff, facilities and hardware planning for several mega data centers and the network operation centers. In addition, he managed the Planning and Implementation Group whose responsibilities included the planning, acquisition and deployment of the technology infrastructure throughout the bank's branch banking network. Joe served as both a team member and project manager during his tenure. He managed such projects as the deployment of state of the art banking technology (ATMs and Platform Automation) to more than 200 branches on three different occasions as well as data center mergers and build-outs. Joe was recognized for his contributions related to the relocation and consolidation of several large data processing centers.. It was that experience that Joe utilized as the foundation for ISA's service offerings.

Currently Joe is leading ISA's development efforts as well as new business development and business partner relationships.

Loire Lucas

Loire Lucas began her career with the NCR Corporation upon graduation from Florida Atlantic University in 1982 where she received her Bachelors of Applied Science. As a Systems Engineer, she worked on banking client's projects in Europe and Africa. Upon her return from Africa, she continued to work at corporate headquarters in Dayton, Ohio. Following her headquarters position, Loire transferred to NCR's New York Sales office where she worked with major financial institutions managing their banking platform migration to state of the art hardware and software platforms.

In 1991, Loire relocated to Florida to start a business. The business "Cutting Edge Concepts" manufactured the "Legend Bay" resort wear line which was sold around the globe. She also opened a local retail shop in Stuart, FL in which was featured the "Legend Bay" clothing line. The business was sold in 1994 and Loire took time off to start a family. Upon her return to work in 2002, she joined ISA as Vice President of Operations. Her duties at ISA include the management of the day-to-day office activities including Accounts Payable and Accounts Receivable.

Significant Employees.

Other than those persons mentioned above, we have no significant employees.

Family Relationships.

Loire Lucas is married to Joe Coschera

Legal Proceedings.

No officer, director, or persons nominated for such positions and no promoter or significant employee of our

Company has been involved in legal proceedings that would be material to an evaluation of our management.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following tables set forth the ownership, as of April 11, 2007, of our common stock (a) by each person known by us to be the beneficial owner of more than 5% of our outstanding common stock and (b) by each of our directors, by all executive officers and our directors as a group. To the best of our knowledge, all persons named have sole voting and investment power with respect to such shares, except as otherwise noted.

Security Ownership of Certain Beneficial Owners (1)(2)

Title of Class	Name and Address	# of Shares	Current % Owned
Common	Aquatica Investments Ltd Grove House, 4th floor Nassau Bahamas	3,000,000	26.31%
Common	Coschera, Joseph	6,200,000	54.37%

Security Ownership of Officers and Directors (2)

Title of Class	Name and Address	# of Shares	Current % Owned
Common	Coschera, Joseph	6,200,000	54.37%
Common	Lucas, Loire**	0	0%
Common	All Officers and Directors as a Group (2)	6,200,000	54.37%

**Less than 1%

———————————

(1) Pursuant to Rule 13-d-3 under the Securities Exchange Act of 1934, as amended, beneficial ownership of a security consists of sole or shared voting power (including the power to vote or direct the voting) and/or sole or shared investment power (including the power to dispose or direct the disposition) with respect to a security whether through a contract, arrangement, understanding, relationship or otherwise. Unless otherwise indicated, each person indicated above has sole power to vote, or dispose or direct the disposition of all shares beneficially owned. We are unaware of any shareholders whose voting rights would be affected by community property laws.
(2) This table is based upon information obtained from our stock records. Unless otherwise indicated in the footnotes to the above tables and subject to community property laws where applicable, we believe that each shareholder named in the above table has sole or shared voting and investment power with respect to the shares indicated as beneficially owned.

Changes in Control.

There are currently no arrangements, which would result in a change in our control.

DESCRIPTION OF SECURITIES

The following description is a summary and is qualified in its entirety by the provisions of our Articles of Incorporation and Bylaws, copies of which have been filed as exhibits to the registration statement of which this prospectus is a part.

COMMON STOCK.

We are authorized to issue 50,000,000 shares of common stock, with a par value of $.001 per share. As of April 11, 2007, there were 11,403,834 common shares issued and outstanding. All shares of common stock outstanding are validly issued, fully paid and non-assessable.

CONVERTIBLE PREFERRED STOCK

We are authorized to issue 2,000,000 shares of convertible preferred stock with a par value of $.001 per share. As of April 11, 2007, there were no convertible preferred shares issued and outstanding. If issued, our preferred shares may include certain shareholder privileges to be determined by our board of directors such as cumulative dividend payments and conversion features.

INTEREST OF EXPERTS AND COUNSEL

Our Financial Statements for the year ending December 31, 2006 have been included in this prospectus in reliance upon Lake and Associates, CPAs, LLC independent Certified Public Accountants, as experts in accounting and auditing. The legality of the issuance of our shares of common stock in this offering have been passed upon by JPF Securities Law, LLC, counsel to Information Systems Associates.

DISCLOSURE OF COMMISSION POSITION ON INDEMNIFICATION FOR SECURITIES ACT LIABILITIES

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to our directors, officers and controlling persons, we have been advised that in the opinion of the Securities and Exchange Commission, such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities, other than the payment by us of expenses incurred or paid by our directors, officers or controlling persons in the successful defense of any action, suit or proceedings, is asserted by such director, officer, or controlling person in connection with any securities being registered, we will, unless in the opinion of our counsel the matter has been settled by controlling precedent, submit to court of appropriate jurisdiction the question whether such indemnification by us is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issues.

TRANSACTIONS WITHIN LAST FIVE YEARS

On or about January 12, 2006, we increased our authorized common shares to 50,000,000, and subsequently changed the par value of our common stock to $.001 per share. In addition, we authorized 10,000,000 shares of convertible preferred stock to be issued, $.001 par value, with a conversion ration to be set at a later date. Our board of director also enacted a 62,000 for 1 forward stock split.

During November 2005, we sold 3,000,000 shares of our common stock to Aquatica Investments, Ltd., a Bahamian corporation, for $100,000, or approximately $.033 per share. The funds were used in connection with our audited financial statements, preparation of our SB-2 registration statement and for general working capital purposes. The sale of shares was made in reliance of Regulation S since the corporation and its owner, Owen Bethel, are not residents of the U.S. and do not maintain a residence within the U.S.

On or about November 15, 2005, we entered into a Financial Advisory Services Agreement with Greentree Financial Group, Inc. Under the terms of the agreement, Greentree Financial Group, Inc. has agreed to provide the following services:

- Assistance with the preparation of our Form SB-2 registration statement;
- State Blue-Sky compliance;
- Selection of an independent stock transfer agent; and
- Edgar services.

In exchange for these services, we paid Greentree $60,000 and issued 350,000 shares of our common stock. The common shares issued were valued at the estimated value for the services received, or $17,500, or $.05 per share.

On or about November 15, 2005, we entered into a consulting agreement with Real Asset Management, LLC, for financial advisory services including:

- Introducing our Company to NASD member firms;
- Assistance in developing our corporate structure, including coordination of shareholder communications and public relations;
- Assist in introducing our Company to various funding sources

In exchange for these services, we issued Real Asset Management 450,000 shares of common stock. The common shares issued were valued at the estimated value of services rendered, or $20,829, or $.046 per share.

On or about January 15, 2006, we entered into a consulting agreement with First Alliance Group, Inc. for financial advisory services including:

- Introducing our Company to NASD member firms;
- Assistance in developing our corporate structure, including coordination of shareholder communications and public relations;
- Assist in introducing our Company to various funding sources

In exchange for these services, we issued First Alliance 400,000 shares of common stock. The common shares issued were valued at the estimated value of services rendered, or $20,000, or $.05 per share.

On our about January 24, 2006 we entered into a legal services agreement with Simons Muirhead and Burton Solicitors, a law firm located within the United Kingdom. We issued 100,000 shares of common stock to Muirhead and Burton for legal services in connection with our offshore common stock offering in the United Kingdom. Muirhead and Burton were to advise us on local laws and review our subscription agreements for legal compliance. The common shares issued were valued at the estimated value of services rendered, or $5,000, or $.05 per share.

On or about January 15, 2006, we issued 100,000 shares of our common stock to Francis Armenlin for services in connection with renovating our website. The common shares issued were valued at the estimated value of services rendered, or $5,000, or $.05 per share. The engagement was not evidenced by a written service contract, but rather was an oral agreement between Mr. Armelin and our Company.

During 2006, we issued 803,834 shares of our common stock for $202,472. The shares were issued in a Regulation S offering in the United Kingdom for approximately $.25 per share (based on the most recent foreign conversion rates).

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Other Significant Transactions:

- PhutureWorld Corp.

  Information Systems Associates has entered into a software development agreement with PhutureWorld Corp. in which PhutureWorld Corp. is providing the programming expertise for the development of Information System Associate's internal data collection solution “On Site Physical Inventory” This agreement provides for revenue sharing (25% of the net proceeds) when and if the product is licensed to outside concerns. At the present time there are no pending sales as this was not the intent at the onset of development. This could change when and if the right opportunity were to present itself.

- Northrop Grumman Electronic Systems Sector

  Our company upgraded their Computer Aided Facilities Management solution to VisionFM. The gross revenue for this project was approximately $90,000.

- JPMorgan Chase

  We provided 3rd party implementation services and direct training in connection with their information technology Asset Management solution “Aperture VISTA 3.5.0™”. The revenue for these services was approximately $85,000.

- Comcast Communications

  Information Systems Associates is implementing Comcast’s selected information technology solution (RACKWISE™ DCM) for 6 data centers. This will be a 4 phase project. We are currently in Phase 1 and expect this to be completed sometime in the early part of the 3rd quarter 2007. The anticipated gross revenue for the total project is estimated at $85,000. Phases 1 and 2 are $60,000.

- Vision Facilities LTD

  Information Systems Associates is a certified Value Added Reseller and application integrator for their CAFM solution “VisionFM™”

- KnowledgeFlow Corp

  Information Systems Associates is a certified Value Added Reseller and application integrator for their information technology Asset Management Solution “OBTAIN™”

- Visual Network Design Inc.

  Information Systems Associates is a certified Value Added Reseller and application integrator for VNDI’s information technology Asset Management Solution “RACKWISE™ DCM”. In addition, we have been identified as their primary vendor for consulting and data collection services for VNDI’s existing customer base as well as new customers (domestic and foreign). A preliminary proposal has been submitted to a client/prospect. We will be submitting a final proposal by the end of April. We anticipate that the changes (increases) in the value of the deal are approximately $50,000.

- Aperture Technologies, Inc.

  We are certified as an Aperture Consulting Engineers. As such, we provide consulting services to

Aperture’s clients in the deployment of Aperture’s information technology Asset Management and Facilities Management solutions. We have been asked by Aperture to assist them with data collection services for the implementation of their latest product release “VISTA 500”. These talks are ongoing as there are several facets to the services that are must be worked out before we engage with their client base.

We are not a subsidiary of any corporation.

DESCRIPTION OF BUSINESS

We plan to continue to operate as a computer software developer engaged in the creation of software for financial and asset management solutions.

BUSINESS OVERVIEW

Information Systems Associates, Inc. sells software products and services that allow our customers to track and manage assets, primarily in asset intensive industries. We refer to our product and services suite as asset management solutions. Our solutions can reduce sourcing, procurement and tracking costs, improve tracking and monitoring of asset performance and reduce operational downtime.

We began using Aperture's Network Management tools ("System"), in June 1995. For more than five years, Aperture has provided enterprise asset management solutions (EAM) to customers in the United States, Europe and Asia and Pacific Rim. For the past five years, we have provided EAM solutions to customers in North America.

Our customer list includes a number of leading organizations, such as Northrop Grumman Electronic Systems, National Counsel on Compensation Insurance (NCCI), Blue Cross Blue Shield of Florida, and Comcast Communications.

INDUSTRY BACKGROUND AND OVERVIEW

Asset management software has existed for more than thirty years, initially through computerized maintenance management systems (CMMS), and more recently including more comprehensive and robust enterprise asset management (EAM) and enterprise resource planning (ERP) solutions. The early CMMS systems automated daily management of assets, while ERP solutions consolidate basic asset information with financial information at the corporate level. EAM solutions encompass elements of both, serving as the next evolution of CMMS solutions by bridging the gap between asset management and corporate-level planning and tracking requirements.

The key value proposition for EAM solutions is that they can provide a quick and quantifiable return on investment (ROI) and return on assets (ROA). Cost and productivity improvements can immediately and measurably benefit organizations, and thus are highly desirable to potential customers, particularly in difficult economic times where the focus is increasingly bottom line oriented.

In addition to EAM solutions, we offer Facilities solutions. These are natural extensions to EAM solutions, as organizations seek to extend asset management and corporate-level planning and tracking onto other elements of the asset lifecycle.

PRODUCTS AND SERVICES

Aperture's VISTA

Historically, IT organizations have operated as reactive cost centers that customized one-off services at the demands of customers. However, the influx of growing complexities, continual changes and higher demands for "better, faster and cheaper" has instigated a trend towards tighter IT management and control. The new "value-driven" approach, combined with pressures for higher availability and with increased SLA penalties have many IT executives operating under a mantra of "avoid problems before they happen" or "no surprises permitted."

In order to reduce operational risk and increase operational efficiency, it is essential for IT organizations to define best practices and implement IT frameworks (for example, the IT Infrastructure Library, ITIL) that create a more service-oriented organization. This includes standardizing and automating IT processes from a

disparate set of ad hoc tasks to a cohesive, consolidated environment and developing a central repository of information to create institutional memory for the IT organization.

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Many organizations have assessed the various facets of the IT organization to improve the logical environment. However, one component which seems to be overlooked quite frequently and that continuously operates within individual silos is the overall physical infrastructure of the data center.

Aperture VISTA is the essential solution to revolutionize your data center operations. It provides a structured process to consolidate and standardize operations within the data center, mitigate operational risk, and apply key best practices (i.e., configuration and change management processes) to better control operations in the data center.

Aperture VISTA specifically provides IT Management with the key information and intelligence to reduce operational risk and improve efficiency in the data center. Aperture VISTA enables organizations to achieve significant improvements in the following areas:

-Improve impact analysis, minimize errors and reduce staff requirements associated with changes
-Enable proactive infrastructure capacity planning
-Facilitate the planning and execution of consolidation or relocation projects
-Provide alerts for key performance indicators (KPIs) and threshold conditions
-Enforce adherence to redundancy requirements and design guidelines to ensure availability and business continuity
-Reduce mean-time-to-repair (MTTR) for outages
-Ensure compliance with standard or regulated processes
-Speed time-to-market for new application deployments

OBTAIN 24/7

The OBTAIN 24/7 software tool enables all the players in the planning process; hardware planners, system programmers, facilities specialists, electricians, vendors and operations to participate in a planning process at their convenience. Change cycles have shortened. There is less time for planning meetings. Yet, the change process is becoming more complex. Fabric switches, trunk cables and patch panels are replacing point-to-point connections. SANS are replacing dedicated storage. Mainframe and open systems are sharing storage devices.

OBTAIN 24/7 provides the capability to plan multiple scenarios for each hardware change and to keep all planning data in sync with the 'production' data and between competing plans. Common resources such as patch panel slots or switching capability can be reserved to prevent conflicting plans.

Best of all, planners can view the changes and progress in the planning cycle without wasting the time used by other planning methods to keep everyone informed and actively engaged in the process.

OBTAIN 24/7 Features

Asset and Connectivity database able to record data for:

-All devices, including Mainframe, Open System and Network devices.
-Internal device features, control units, logical partitioning.
-All device ports, CHPIDs, interface.
-Warranty, install/de-install dates, contract and leasing information.
-All fiber cables including ESCON, FICON, Fiber Channel, FDDI, etc.
-All copper cables including Bus & Tag, SCSI, CAT5, Coax, etc.
-All physical connectivity between devices and internal connectivity through switching equipment.
-All power equipment and connectivity.
-Device racks.
-Copper and fiber patch panels and cabinets.

-SAN Fabric definition including aliases, zone sets and zone members.
-All asset and connectivity data defined once with multiple physical/logical displays of the data from different physical/logical viewpoints.
-Able to link an asset to external documents such as Word documents, CAD drawings, spreadsheets, etc.

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VisionFM

VisionFM includes a very flexible asset management system capable of tracking everything from building components to office supplies. The Facilities Manager can define complex products such as systems furniture that include a bill-of-materials or simple items such as keys and cell phones that can be assigned directly to individuals.

Once products are defined then assets can be added by inserting symbols in AutoCAD or by using VisionFM forms such as a purchase order. Unique information about each asset can be recorded including a barcode number, purchase date and price. The system then tracks the asset from purchase through to disposition including depreciation, maintenance history, condition, warranties and insurance.

The result is an accurate accounting of corporate assets, their location, department, condition and value.

Features:

-Track equipment, furniture and telecom assets in use and in inventory.
-Assign assets to locations, employees and cost centers.
-Report on condition, depreciation, warranties and maintenance histories.
-Inventory analysis, including leased vs. owned assets.
-Track assets as individual components or create an asset made up of many individual components by recording a bill-of-materials (i.e. workstation).
-Establish product standards.
-Create purchase orders and track cost, approval and supplier.
-Receive goods and specify installed location.
-Track warranties, insurance policies and asset leases, including duration and payments.
-Create multiple stock locations including non-fixed locations such as maintenance trucks.
-Track parts in stock, establish recommended stock levels and reorder parts for stock. Work orders reserve and use parts in stock.

Benefits:

-Track the lifecycle of assets from purchase, to relocation to disposition.
-Report on assets by location, department and employee.
-Review expiring insurance policies, warranties and leases.
-Review an assets maintenance history including on-demand and preventative maintenance work.
-Manage parts inventories including allocated parts and reordering.
-Compare actual furniture to typical furniture by room type.
-Keep asset locations up to date in AutoCAD drawings or by issuing move orders.

RACKWISE™ services and products deliver key features to simplify and reduce the time consumed designing, modeling and operating the physical infrastructure of your datacenter.

- Graphical Design & Modeling of Datacenters
- Auto-Build Visual Documentation From Imported Bill of Materials
- Advanced Operations & Reporting
- Modeling and Impact Analysis of Datacenter Designs
- Space, Power, Cooling, and Cable Management
- Generate Detailed Datacenter and Rack Visualizations
- Ensure Racks and the Datacenter are Within Design Limits
- Instantly Find Available Datacenter Resources
- Improve Utilization of Power and Space
- Import, & Document the Datacenter in Minutes

Related Services

In connection with our software offerings, we provide the following services to our customers:

Consulting. A significant number of our customers request our advice regarding their business and technical processes, often in conjunction with a scoping exercise conducted both before and after the execution of a contract. This advice can relate to development or streamline of assorted business processes, such as sourcing or procurement activities, assisting in the development of technical specifications, and recommendations regarding internal workflow activities.

Customization and Implementation. Based generally upon the up-front scoping activities, we are able to customize our solutions as required to meet the customer's particular needs. This process can vary in length depending on the degree of customization, the resources applied by the customer and the customer's business requirements. We work closely with our customers to ensure that features and functionality meet their expectations. We also provide the professional services work required for the implementation of our customer solutions, including loading of data, identification of business processes, and integration to other systems applications.

Training. Upon completion of implementation (and often during implementation), we train customer personnel to utilize our Solutions through our administrative tools. Training can be conducted in one-on-one or group situations. We also conduct “train the trainer” sessions.

Maintenance and Support. We provide regular software upgrades and ongoing support to our customers.

We have been providing consulting, customization and implementation, training, maintenance and support services to our customers since 1994.

Third Party Offerings

In addition to the sale of our core solutions and services, we have entered into marketing or co-marketing agreements with a number of companies that offer services that are complementary to our offerings. We market these complementary services to our customers and prospects and can earn a referral fee if these services are purchased. In some cases our marketing partner has agreed to market our solutions to its customers and prospects and can earn a referral fee. Our marketing partners include:

Partner	**Service or Offering**
Forsythe Solutions Group, Inc.	Serves as a technology infrastructure solutions provider, helping organizations across all industries, including Fortune 1000 companies, manage the cost and risk of their information technology.

Business Cycles

Since many of our customers are large organizations or quasi-governmental entities, we may experience increasingly longer sales and collection cycles.

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CUSTOMERS

We provide our solutions to customers in a variety of industries, including: healthcare, public authorities, and financial services sectors.

The services provided vary depending upon the needs of the customer and the solution concerned. We collect service fees for implementation and training, and support and maintenance fees.

The following is a representative list of some of the customers for whom we have implemented or are implementing our solutions:

Customer	**Solution(s)**	**Industry Segment**	**Geographic Location**
Northrop Grumman Electronic Systems	Aperture; VisionFM	Defense	U.S.A.
NCCI	Aperture Network and Facilities Management	Insurance	U.S.A.
Hillsborough County Courts	OBTAIN 24/7	County Authority	U.S.A.
Blue Cross Blue Shield of Florida	Aperture VISTA	Health Care	U.S.A.
Time Warner Corporation	Aperture VISTA	Entertainment	U.S.A

SALES AND MARKETING

We market our services primarily through referrals from our partners.

Potential customers are identified through direct contact, responses to requests for information, attendance at trade shows and through industry contacts. We principally focus on professionals and ongoing lead generation through our partner relationships and their VAR (Valued Added Reseller) program referrals.

We use reference customers to assist us in our marketing efforts, both through direct contact with potential customers and through site branding and case studies. We also rely on our co-marketing partners to assist in our marketing efforts.

TECHNOLOGY PLATFORM

As Valued Added Resellers, Information Systems Associates, Inc. has sought out and identified those solutions that are based upon proven technology platforms and contain the desired functionality to meet or exceed its client's expectations.

Our partner's technology platform are based on Microsoft core applications, including the Windows operating system and a SQL server and/or Oracle relational database, all residing on scaleable hardware. The software is constructed using HTML and XML framework and resides on N-tier architecture as well as proprietary solutions.

RESEARCH AND DEVELOPMENT

Based on the relative pricing and functionality of products available in the marketplace today, we believe that the opportunity exists for ISA to develop software to compete in a segment of the industry. We believe that this segment is defined as any technology infrastructure (a/k/a data centers) who size (raised floor area) is less than twenty-five thousand square feet in size. Therefore, we have focused our software development and technology efforts on the development of our proprietary software offerings.

Our initial software development and technology efforts will be aimed at the defining the core functionality elements of our software application (On Site Physical Inventory), the features and functionality of the follow-up release, the development of new software components, and the integration of superior third party technology into our environment. Productization involves the development of reusable applications to reduce programming time and costs for customer implementations.

Our software development and technology expenditures were approximately $50,000 for the year ended December 31, 2006, $20,000 for the year ended December 31, 2005, including salaries and related expenses of our personnel engaged in research and development. Research and development activities in 2005 included the development of a custom application solution for one client.

COMPETITION

The market for each solution comprising our asset management suite is intensely competitive. Many of the companies we compete with have much greater financial, technical, research and development resources than us.

To become more competitive, we will need to make investments in new product development and improve our market visibility and financial situation.

Although we offer a broad range of asset network and facilities management solutions as Value Added Resellers, we face significant competition in each of the component product areas from the following companies:

- EAM - related solutions -Visual Network Design, Inc., ShowRack, NLyte, Visio)
- Facilities Management - related solutions - Archibus)

In addition, we face competition from organizations that use in-house developers to develop solutions for certain elements of the asset management.

LEGAL PROCEEDINGS

We are currently not involved in any legal proceedings related to the conduct of our business.

REPORTS TO SECURITY HOLDERS

After the effective date of this document, we will be a reporting company under the requirements of the Securities Exchange Act of 1934 and will file quarterly, annual and other reports with the Securities and Exchange Commission. Our annual report will contain the required audited financial statements. We are not required to deliver an annual report to security holders and will not voluntarily deliver a copy of the annual report to the security holders. The reports and other information filed by us will be available for inspection and copying at the public reference facilities of the Commission, 450 Fifth Street, N.W., Washington, D.C. 20549.

Copies of such material may be obtained by mail from the Public Reference Section of the Commission at 450 Fifth Street, N.W., Washington, D.C. 20549, at prescribed rates. Information on the operation of the Public Reference Room may be obtained by calling the SEC at 1-800-SEC-0330. In addition, the Commission maintains a World Wide Website on the Internet at http://www.sec.gov that contains reports, proxy and information statements and other information regarding registrants that file electronically with the Commission.

MANAGEMENT’S DISCUSSION AND ANALYSIS

The discussion contained in this prospectus contains “forward-looking statements” that involve risk and uncertainties. These statements may be identified by the use of terminology such as “believes”, “expects”, “may”, or “should”, or “anticipates”, or expressing this terminology negatively or similar expressions or by discussions of strategy. The cautionary statements made in this prospectus should be read as being applicable to all related forward-looking statements wherever they appear in this prospectus. Our actual results could differ materially from those discussed in this prospectus. Important factors that could cause or contribute to such differences include those discussed under the caption entitled “risk factors,” as well as those discussed elsewhere in this prospectus.

OUR COMPANY

Information Systems Associates has been in business since 1992 initially as a sole proprietorship and eventually incorporating in 1994.We were incorporated in Florida on May 31, 1994 to engage in the business of developing software for the financial and asset management industries. We are currently engaged and plan to continue in this field for the foreseeable future. Our executive offices are currently located 2120 SW Danforth Circle, Palm City, FL 34990. Our telephone number is (772) 286-3682. Information Systems Associates, Inc. is a "Solution Provider" positioned to develop and deliver comprehensive asset management systems for both real estate and data center assets. Utilizing the latest Computer Aided Facilities Management (CAFM) Technology solutions generally available, provides the end-user with enhanced application usability. We offer project assessment and development, process review and recommendations as well as project management and training services necessary to successfully achieve your objectives.

Our company delivers turnkey software and service solutions that give financial institutions and large corporations control of their corporate assets. Our asset solutions address Data Center equipment inventory, Space Utilization, Power and Connectivity management, Office Space and Occupancy, Office Equipment and Furniture, and Real Estate Portfolio Management.

In conjunction with our CAFM solutions, ISA now offers state of the art asset data collection services focusing on the enterprise IT infrastructure. The data collection service is based on our solution "On Site Physical Inventory" (OSPI).

PLAN OF OPERATION

Information System Associates major activity is around our information technology Asset Inventory solution “On Site Physical Inventory”. We have recently:

- Submitted a Copyright application “On Site Physical Inventory”
- Submitted a Trademark application for “On Site Physical Inventory”
- Submitted a Trademark application for “OSPI”
- Retained a Patent Attorney, Louis J. Brunoforte, who has conducted a search in both the United States and Trademark Office data bases. His opinion is that our invention defines patentable subject matter. As such, we have retained Mr. Brunoforte and have begun (submitted to his offices) all required documents describing our processes and software.

Based on the discussions we have had with prospective clients, the potential gross revenue from our Data Collection services alone could reach $500,000 annually by the end of the first full year. We feel this is a conservative figure as the limiting factor will be Information System Associate’s ability to hire and train qualified individuals. Initially, we are going to subcontract most of the work until such time as the revenue pipeline starts to build.

We have also been retained by Comcast Communications. We believe that the relationship we have established at that company has positioned us to be their primary CAFM vendor and will allow us to bid on additional contracts (services) later this year and next year as well.

Over the long term our business strategy is to expand our customer base, particularly in the healthcare, public authorities, and financial services sectors, through superior software functionality and through the industry expertise of our employees. In particular, our strategy is comprised of the following key components:

Expand joint venture with VNDI and increase our customer base

Working alongside VNDI, we anticipate an increase in services revenue due largely to the fact that our core service competencies are in alignment with the needs of VNDI’s customer base. We have executed a Technical Services Agreement by which ISA is identified on each services quotation submitted by VNDI to its prospective clients.

Strengthen our position as an EAM solution integrator and improve our visibility among target sectors.

Information Systems Associates, Inc. has earned the reputation of a capable solution integrator. While we have expanded our customer base, Information Systems Associates, Inc. is committed to solidifying our position as an EAM, particularly among healthcare, public authorities, and financial services sectors.

Maintain and Enhance Our Technology.

Based on the relative pricing and functionality of our product and service offerings as compared with those of our competitors, we consider our service offerings to be competitive, however it is critical that we continue to maintain and enhance our approach to delivering technology solutions.

Enter into and Maximize Alliances.

We have marketing and other relationships with Visual Network Design, Inc., Knowledge Flow Corporation and Vision Facilities Management LTD. We believe that these and future relationships will help provide us with access to important industry participants and will help increase our brand awareness.

Seeking Acquisitions and Strategic Investments.

We plan to expand by seeking technologies, products, and services that complement our existing business. If appropriate opportunities are available, we may acquire businesses, technologies or products or enter into strategic relationships that may further diversify revenue sources and product offerings, expand our customer base or enhance our technology platform.

Results of Operations.

Gross revenues were $362,897 and $337,844 for the years ended December 31, 2006 and 2005, respectively, due primarily to the sale of professional services, maintenance contracts and time and materials arrangements. We recognize professional services revenue, which includes installation, training, consulting and engineering services, upon delivery of the services. If the professional service project includes independent milestones, revenue is recognized as milestones are met and upon acceptance from the customer. As part of our ongoing operations to provide services to our customers, incidental expenses, if reimbursable under the terms of the contracts, are billed to customers. These expenses are recorded as both revenues and direct cost of services. We expect revenues to increase during 2007 as our moves toward developing our business plan.

Expenses.

Operating expenses for the years ended December 31, 2006 and 2005 were $411,187 and $266,743, respectively. The high operating expenses during 2006 were due primarily to accrued Selling, General and Administrative expenses of $124,593 and non-cash consulting expenses of $68,329 resulting from the issuance of 1,400,000 shares of common stock for services in connection with general management consulting and advisory services. The shares were valued based on the market price on the date of the stock grant or the specific terms of the applicable consulting agreements and booked pro rata due to the service periods, which was completed as of December 31, 2006.

Income Taxes

We received a $38,518 tax benefit in 2006 and paid $7,623 in income taxes in 2005.

Income/ Losses.

Net loss for the year ended December 31, 2006 were ($158,635), or $(.01) per share. Net gains for the year ended December 31, 2005 were $25,539. The recent losses were due to the aforementioned issuances of common shares for services rendered. The shares were valued based on the market price on the date of the stock grant or the specific terms of the applicable consulting agreements and booked pro rata due to the service periods, which was completed as of December 31, 2006.We expect to continue to incur losses at least through the fiscal year 2007, partly attributable to the fair value of expected services to be received. In addition, there can be no assurance that we will achieve or maintain profitability or that our revenue growth can be sustained in the future.

Impact of Inflation.

We believe that inflation has had a negligible effect on operations since inception. We believe that we can offset inflationary increases in the cost o f operations by increasing sales and improving operating efficiencies.

Liquidity and Capital Resources.

Cash flows used in operations were ($92,949) and ($9,477) for the years ended December 31, 2006 and 2005, respectively. Cash flows used in operations in 2006 were primarily attributable to a net loss of ($158,635). Accounts receivables decreased by $29,038 in the year ended December 31, 2006 and increased by $38,147 in the year ended 2005.

Cash flows used in investing activities were ($41,196) and ($2,126) for the years ended December 31, 2006 and 2005, respectively. Cash flows used in investing activities in 2006 was due primarily to the cost of software development.

Cash flows provided by financing activities was $302,971 for the year ended December 31, 2006 due primarily to proceeds from common stock issuances. We had no cash flows from financing activities in 2005.

Overall, we have funded our cash needs from inception through December 31, 2006 with a series of debt and equity transactions.

We had cash on hand of $178,775 and a working capital of $206,734 as of December 31, 2006. Currently, we have enough cash to fund our operations for the next year. This is based on current cash flows from financing activities and projected revenues. Although it is possible, if the projected revenues fall short of needed capital we may not be able to sustain our capital needs. We will then need to obtain additional capital through equity or debt financing to sustain operations for an additional year. Our current level of operations would require capital of approximately $50,000 to sustain operations through year 2007 and approximately $75,000 per year thereafter. Modifications to our business plans may require additional capital for us to operate. For example, if we want to offer a greater number of products or increase our marketing efforts, we may need additional capital. Failure to raise capital may result in lower revenues and market share for us. In addition, there can be no assurance that additional capital will be available to us when needed or available on terms favorable to us.

Neither Mr. Coschera, nor any other person or entity is liable for, surety or otherwise provides a guarantee for our line of credit with First Citizens Bank.

Demand for the products and services will be dependent on, among other things, market acceptance of our services, the commercial finance brokering market in general, and general economic conditions, which are cyclical in nature. Inasmuch as a major portion of our activities is the receipt of revenues from commissions earned, our business operations may be adversely affected by our competitors and prolonged recession periods.

Our success will be dependent upon implementing our plan of operations and the risks associated with our business plan.

DESCRIPTION OF PROPERTY

We do not own any real property nor do we have any contracts or options to acquire any real property in the future. Presently, we are renting an office located at Suite 200B, Executive Suites of Stuart Inc., 901 SW Martin Downs Blvd, Palm City FL 34990. We occupy 200 square feet. This space is adequate for our present and our planned future operations. We pay approximately $525.00 per month in rent for use of this space. We have a one year written agreement for the use of these premises which has been attached as Exhibit 10.6. We have also executed a rental agreement for office space located at 1151 SW 30th Street, Suite E, Palm City, FL 34990 whose commencement date is June 1, 2007. We will occupy 1208 square feet. Under the terms of the lease agreement we will pay $1,400 per month for one (1) year. The lease agreement is attached hereto as Exhibit 10.7.

We also own computer equipment and office furniture for our business. We own several computers, handhelds, storage drives, and network devices which we use to conduct business. These devices are used in the development of our software products. We also own standard office furniture including desks, chairs, and other personal property relating to our industry. All of this equipment is in good condition. The total value of all personal property that we own including office furniture and electronic equipment is $19,848.49. We have depreciated the total cost of the equipment and furniture by $3098.51 based on condition of the property. Our net grand total tangible personal property value is $16,749.98.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

At inception, May 31, 1994, we issued 100 shares to Joe Coschera for his services in forming the corporation. On or about January 12, 2006, we increased our authorized common shares to 50,000,000, and subsequently changed the par value of our common stock to $.001 per share. In addition, we authorized 10,000,000 shares of convertible preferred stock to be issued, $.001 par value, with a conversion ration to be

set at a later date. Our board of director also enacted a 62,000 for 1 forward stock split.

During November 2005, we sold 3,000,000 shares of our common stock to Aquatica Investments, Ltd., a Bahamian corporation, for $100,000, or approximately $.033 per share. The funds were used in connection with our audited financial statements, preparation of our SB-2 registration statement and for general working capital purposes. The sale of shares was made in reliance of Regulation S since the corporation and its owner, Owen Bethel, are not residents of the U.S. and do not maintain a residence within the U.S.

On or about November 15, 2005, we entered into a Financial Advisory Services Agreement with Greentree Financial Group, Inc. Under the terms of the agreement, Greentree Financial Group, Inc. has agreed to provide the following services:

- Assistance with the preparation of our Form SB-2 registration statement;
- State Blue-Sky compliance;
- Selection of an independent stock transfer agent; and
- Edgar services.

In exchange for these services, we paid Greentree $60,000 and issued 350,000 shares of our common stock. The common shares issued were valued at the estimated value for the services received, or $17,500, or $.05 per share.

On or about November 15, 2005, we entered into a consulting agreement with Real Asset Management, LLC, for financial advisory services including:

- Introducing our Company to NASD member firms;
- Assistance in developing our corporate structure, including coordination of shareholder communications and public relations;
- Assist in introducing our Company to various funding sources

In exchange for these services, we issued Real Asset Management 450,000 shares of common stock. The common shares issued were valued at the estimated value of services rendered, or $20,829, or $.046 per share.

On or about January 15, 2006, we entered into a consulting agreement with First Alliance Group, Inc. for financial advisory services including:

- Introducing our Company to NASD member firms;
- Assistance in developing our corporate structure, including coordination of shareholder communications and public relations;
- Assist in introducing our Company to various funding sources

In exchange for these services, we issued First Alliance 400,000 shares of common stock. The common shares issued were valued at the estimated value of services rendered, or $20,000, or $.05 per share.

On our about January 24, 2006 we entered into a legal services agreement with Simons Muirhead and Burton Solicitors, a law firm located within the United Kingdom. We issued 100,000 shares of common stock to Muirhead and Burton for legal services in connection with our offshore common stock offering in the United Kingdom. Muirhead and Burton were to advise us on local laws and review our subscription agreements for legal compliance. The common shares issued were valued at the estimated value of services rendered, or $5,000, or $.05 per share.

On or about January 15, 2006, we issued 100,000 shares of our common stock to Francis Armenlin for services in connection with renovating our website. The common shares issued were valued at the estimated value of services rendered, or $5,000, or $.05 per share. The engagement was not evidenced by a written service contract, but rather was an oral agreement between Mr. Armelin and our Company.

MARKET FOR COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

Market Information

Our common stock is not traded on any exchange. We plan to have our shares of common stock quoted on the Over-The-Counter Bulletin Board. The Over-The-Counter Bulletin Board is a quotation medium for subscribing members only. And only market makers can apply to quote securities on the Over-The-Counter Bulletin Board. We cannot guarantee that we will obtain a market maker or such a quotation. Although we will seek a market maker for our securities, our management has no agreements, understandings or other arrangements with market makers to begin making a market for our shares. There is no trading activity in our securities, and there can be no assurance that a regular trading market for our common stock will ever be developed, or if developed, will be sustained.

A shareholder in all likelihood, therefore, will not be able to resell their securities should he or she desire to do when eligible for public resale. Furthermore, it is unlikely that a lending institution will accept our securities as pledged collateral for loans unless a regular trading market develops. We have no plans, proposals, arrangements or understandings with any person with regard to the development of a trading market in any of our securities.

Agreements to Register.

Not applicable.

Holders.

As of April 11, 2007 there were 39 holders of record of our common stock.

Shares Eligible for Future Sale.

Upon effectiveness of this registration statement, only the 2,193,834 shares of common stock sold in this offering will be freely tradable without restrictions under the Securities Act of 1933. The shares held by our affiliates will be restricted by the resale limitations under Rule 144 under the Securities Act of 1933.

In general, under Rule 144 as currently in effect, any of our affiliates and any person or persons whose sales are aggregated who has beneficially owned his or her restricted shares for at least one year, may be entitled to sell in the open market within any three-month period a number of shares of common stock that does not exceed the greater of (i) 1% of the then outstanding shares of our common stock, or (ii) the average weekly trading volume in the common stock during the four calendar weeks preceding such sale. Sales under Rule 144 are also affected by limitations on manner of sale, notice requirements, and availability of current public information about us. Non-affiliates, who have held their restricted shares for one year may be entitled to sell their shares under Rule 144 without regard to any of the above limitations, provided they have not been affiliates for the three months preceding such sale.

Further, Rule 144A as currently in effect, in general, permits unlimited resale of restricted securities of any issuer provided that the purchaser is an institution that owns and invests on a discretionary basis at least $100 million in securities or is a registered broker-dealer that owns and invests $10 million in securities. Rule 144A allows our existing stockholders to sell their shares of common stock to such institutions and registered broker-dealers without regard to any volume or other restrictions. Unlike under Rule 144, restricted securities sold under Rule 144A to non-affiliates do not lose their status as restricted securities.

The availability for sale of substantial amounts of common stock under Rule 144 could adversely affect prevailing market prices for our securities.

Dividends.

We have not declared any cash dividends on our common stock since our inception and do not anticipate paying such dividends in the foreseeable future. We plan to retain any future earnings for use in our business. Any decisions as to future payment of dividends will depend on our earnings and financial position and such other factors, as the Board of Directors deems relevant.

Only the 5,193,834 shares of common stock sold in this offering will be freely tradable without restrictions under the Securities Act of 1933. The shares held by our affiliates will be restricted by the resale limitations under Rule 144 under the Securities Act of 1933.

Dividend Policy.

All shares of common stock are entitled to participate proportionally in dividends if our Board of Directors declares them out of the funds legally available. These dividends may be paid in cash, property or additional shares of common stock. We have not paid any dividends since our inception and presently anticipate that all earnings, if any, will be retained for development of our business. Any future dividends will be at the discretion of our Board of Directors and will depend upon, among other things, our future earnings, operating and financial condition, capital requirements, and other factors.

Our Shares are "Penny Stocks" within the Meaning of the Securities Exchange Act of 1934

Our Shares are "penny stocks" within the definition of that term as contained in the Securities Exchange Act of 1934, generally equity securities with a price of less than $5.00. Our shares will then be subject to rules that impose sales practice and disclosure requirements on certain broker-dealers who engage in certain transactions involving a penny stock.

Under the penny stock regulations, a broker-dealer selling penny stock to anyone other than an established customer or "accredited investor" must make a special suitability determination for the purchaser and must receive the purchaser's written consent to the transaction prior to the sale, unless the broker-dealer is otherwise exempt. Generally, an individual with a net worth in excess of $1,000,000 or annual income exceeding $200,000 individually or $300,000 together with his or her spouse is considered an accredited investor. In addition, unless the broker-dealer or the transaction is otherwise exempt, the penny stock regulations require the broker-dealer to deliver, prior to any transaction involving a penny stock, a disclosure schedule prepared by the Securities and Exchange Commission relating to the penny stock market. A broker-dealer is also required to disclose commissions payable to the broker-dealer and the Registered Representative and current bid and offer quotations for the securities. In addition a broker-dealer is required to send monthly statements disclosing recent price information with respect to the penny stock held in a customer's account, the account’s value and information regarding the limited market in penny stocks. As a result of these regulations, the ability of broker-dealers to sell our stock may affect the ability of Selling Security Holders or other holders to sell their shares in the secondary market. In addition, the penny stock rules generally require that prior to a transaction in a penny stock, the broker-dealer make a special written determination that the penny stock is a suitable investment for the purchaser and receive the purchaser's written agreement to the transaction.

These disclosure requirements may have the effect of reducing the level of trading activity in the secondary market for a stock that becomes subject to the penny stock rules. These additional sales practice and disclosure requirements could impede the sale of Information Systems Associate's securities, if our securities become publicly traded. In addition, the liquidity for Information Systems Associate's securities may be adversely affected, with concomitant adverse affects on the price of Information Systems Associate's securities. Our shares may someday be subject to such penny stock rules and our shareholders will, in all

likelihood, find it difficult to sell their securities.

EXECUTIVE COMPENSATION

Summary Compensation Table									
Name and Principal Position	Year	Salary ($)	Bonus ($)	Stock Award ($)	Option Award(s) ($)	Non-Equity Incentive Plan Compensation	Nonqulified Deferred Comepnsation Earnings	All Other Compensation ($)	Total ($)
Joseph Coschera, President	2006	110,035	2,000	0	0	0	0	0	112,035
Loire Lucas Vice President	2006	33,542	2,500	0	0	0	0	0	36,042

We plan to continue to compensate Mr. Coschera and Ms. Lucas in a similar manner into the foreseeable future provided we have enough funds to do so.

Report of Independent Registered Public Accounting Firm

Board of Directors and Stockholders
Information Systems Associates, Inc.

We have audited the balance sheet of Information Systems Associates, Inc. as of December 31, 2006, and the related statements of operations, stockholders' equity, and cash flows for the years ending December 31, 2006 and 2005. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Information Systems Associates, Inc. as of December 31, 2006, and the results of its operations and its cash flows for each of the years in the two year period ended December 31, 2006, in conformity with accounting principles generally accepted in the United States of America.

/s/ Lake & Associates CPA's LLC
Lake & Associates CPA's LLC
Boca Raton Florida
March 26, 2007

INFORMATION SYSTEMS ASSOCIATES, INC.
BALANCE SHEET
As of December 31, 2006

ASSETS	
CURRENTS ASSETS	
Cash	$ 178,775
Accounts Receivable	30,198
Prepaid Consulting Fees	24,008
Federal Income Tax Deposit	716
State Income Tax Deposit	89
Deferred Tax Asset	26,437
TOTAL CURRENT ASSETS	260,223
FIXED ASSETS	
Computer Software	1,307
Furniture and Fixtures	16,750
Total Fixed Assets	18,057
Accumulated Depreciation	(10,921)
NET FIXED ASSETS	7,136
OTHER ASSETS	
Capitalized Software Development Costs	44,063
TOTAL OTHER ASSETS	44,063
TOTAL ASSETS	$ 311,422
LIABILITIES AND STOCKHOLDERS' EQUITY	
CURRENT LIABILITIES	
Accounts Payable	$ 46,541
Accrued Payroll	6,042
Payroll Tax Liabilities	906
TOTAL CURRENT LIABILITIES	53,489
STOCKHOLDERS' EQUITY	
Common Stock (50,000,000 shares authorized, 11,403,834	
shares issued and outstanding, par value $.001)	11,404
Additional Paid in Capital	366,097
Retained Deficit	(119,568)
TOTAL STOCKHOLDERS' EQUITY	257,933
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 311,422

The accompanying notes are an integral part of these financial statements.

INFORMATION SYSTEMS ASSOCIATES, INC.
STATEMENT OF OPERATIONS
For the years ended December 31, 2006 and 2005

	2006	2005
REVENUES		
Sales	$ 362,897	$ 337,844
Cost of Sales	(4,542)	(37,939)
GROSS PROFIT	358,355	299,905
OPERATING EXPENSES		
Administrative and General	124,593	102,295
Payroll and Payroll Taxes	160,201	142,462
Professional and Consulting Fees	126,393	21,986
TOTAL OPERATING EXPENSES	411,187	266,743
OPERATING INCOME (LOSS)	(52,832)	33,162
OTHER INCOME / EXPENSE		
Consulting Fees - Financing	144,321	-
NET INCOME (LOSS) BEFORE TAXES	(197,153)	33,162
INCOME TAX EXPENSE (BENEFIT)	(38,518)	7,623
NET INCOME (LOSS) AFTER INCOME TAXES	$ (158,635)	$ 25,539
BASIC INCOME (LOSS) PER SHARE	$ (0.01)	$ 0.04
WEIGHTED AVERAGE SHARES OUTSTANDING	10,578,199	6,200,000

The accompanying notes are an integral part of these financial statements.

INFORMATION SYSTEMS ASSOCIATES, INC.
STATEMENT OF CASH FLOWS
For the years ended December 31, 2006 and 2005

	2006	2005
CASH FLOWS FROM OPERATING ACTIVITIES		
Net Income	$ (158,635)	$ 25,539
Adjustments to Reconcile Net Income to Net		
Cash Used in Operating Activities		
Miscellaneous Adjustment	74	
Depreciation and Amortization	1,686	1,485
Cumulative Change in Deferred Income Tax	(38,518)	7,623
(Increase) / Decrease in Accounts Receivable	29,038	(38,147)
(Increase) / Decrease in Shareholders' Loan	10,690	(2,149)
(Increase) / Decrease in Income Tax Receivable	-	(805)
Increase / (Decrease) in Accounts Payable	11,875	(2,879)
Increase / (Decrease) in Income Tax Currently Payable	-	(272)
Increase / (Decrease) in Accrued Liabilities	6,520	128
Common stock Issued for Services	44,321	-
NET CASH USED IN OPERATING ACTIVITIES	(92,949)	(9,477)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of Property and Equipment	(2,883)	(2,126)
Software Development Costs	(38,313)	-
NET CASH USED IN INVESTING ACTIVITIES	(41,196)	(2,126)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from Common Stock Issuance	302,971	-
NET CASH PROVIDED BY FINANCING ACTIVITIES	302,971	-
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	168,826	(11,603)
CASH AND CASH EQUIVALENTS		
Beginning of Year	9,949	21,552
End of Year	$ 178,775	$ 9,949

The accompanying notes are an integral part of these financial statements.

INFORMATION SYSTEMS ASSOCIATES, INC.
STATEMENT OF STOCKHOLDERS' EQUITY
For the years ended December 31, 2006 and 2005

Par Value of $.001	Common Stock		Preferred Stock		Additional Paid-in Capital	Retained Earnings (Deficit)
	Shares	Amount	Shares	Amount		
Balances, January 1, 2005	6,200,000	$ 6,200	-	$ -	$ -	$ 13,529
Net Income for the Year	-	-	-	-	-	25,539
Balances, December 31, 2005	6,200,000	$ 6,200	-	$ -	$ -	$ 39,067
Issuance of Stock for Services	1,400,000	1,400	-	-	66,929	
Proceeds from Issuance of Shares	3,803,834	3,804	-	-	299,168	
Net Income (Loss) for the Year						(158,635)
Balances, December 31, 2006	11,403,834	$ 11,404	-	$ -	$ 366,097	$ (119,568)

The accompanying notes are an integral part of these financial statements.

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Business Activity
Information Systems Associates, Inc. (the 'Company") was incorporated under the laws of the state of Florida on May 31, 1994. The Company provides services and software system design for the planning and implementation of Computer Aided Facilities Management (CAFM) based asset management tools. The company also provides services through its insurance sales business.

Cash and Cash Equivalents
For the purposes of the Statement of Cash Flows, the Company considers liquid investments with an original maturity of three months or less to be cash equivalents.

Management's Use of Estimates
The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue Recognition
Service revenue is generated from the sale of professional services, maintenance contracts and time and materials arrangements. The following describes how the Company accounts for service transactions, provided all the other revenue recognition criteria noted above have been met. Generally, professional services revenue, which includes installation, training, consulting and engineering services, is recognized upon delivery of the services. If the professional service project includes independent milestones, revenue is recognized as milestones are met and upon acceptance from the customer. As part of the Company's ongoing operations to provide services to its customers, incidental expenses, if reimbursable under the terms of the contracts, are billed to customers. These expenses are recorded as both revenues and direct cost of services in accordance with the provisions of EITF 01-14, "Income Statement Characterization of Reimbursements Received for 'Out-of-Pocket' Expenses Incurred", and include expenses such as airfare, mileage, hotel stays, out-of-town meals, and telecommunication charges.

Comprehensive Income (Loss)
The Company adopted Financial Accounting Board Statement of Financial Accounting Standards (SFAS) No. 130, *"Reporting Comprehensive Income"*, which establishes standards for the reporting and display of comprehensive income and its components in the financial statements. There were no items of comprehensive income (loss) applicable to the Company during periods covered in the financial statements.

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

Income Taxes

Income taxes are provided in accordance with Statement of Financial Accounting Standards (SFAS) No. 109, *'Accounting for Income Taxes"*. A deferred tax asset or liability is recorded for all temporary differences between financial and tax and net operating loss carry forwards.

Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or the entire deferred tax asset will not be realized. Deferred tax assets and liabilities are adjusted for the effect of changes in tax laws and rates on the date of enactment.

Fair Value of Financial Instruments

The carrying amounts reported in the balance sheet for cash, accounts receivable and payables and loans payable approximate fair value based on the short-term maturity of these instruments. The carrying value of the Company's long-term debt approximated its fair value based on the current market conditions for similar debt instruments.

Accounts Receivable

Accounts receivable are stated at estimated net realizable value. Accounts receivable are comprised of balances due from customers net of estimated allowances for uncollectible accounts. In determining the collections on the account, historical trends are evaluated and specific customer issues are reviewed to arrive at appropriate allowances.

Impairment of Long-Lived Assets

The Company evaluated the recoverability of its property and equipment, and other assets in accordance with Statements of Financial Accounting Standards (SFAS) No. 121, *"Accounting for the Impairment of Long-Lived Assets to be Disposed of"* which requires recognition of impairment of long-lived assets in the event the net book value of such assets exceeds the estimated future undiscounted cash flows attributable to such assets or the business to which such intangible assets relate.

Property and Equipment

Property and equipment is stated at cost. Depreciation is provided by the straight-line method over the estimated economic life of the property and equipment remaining from three to ten years.

When assets are sold or retired, their costs and accumulated deprecation are eliminated from the accounts and any gain or loss resulting from their disposal is included in the statement of operations.

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

Property and Equipment (cont'd)
The Company recognizes an impairment loss on property and equipment when evidence, such as the sum of expected future cash flows (undiscounted and without interest charges), indicates that future operations will not produce sufficient revenue to cover the related future costs, including depreciation, and when the carrying amount of the asset cannot be realized through sale. Measurement of the impairment loss is based on the fair value of the assets.

Software Development Costs
The Company accounts for costs incurred to develop computer software for internal use in accordance with Statement of Position (SOP) 98-1, *Accounting for the Costs of Computer Software Developed or Obtained for Internal Use.* As required by SOP 98-1, the Company capitalizes the costs incurred during the application development stage, which include costs to design the software configuration and interfaces, coding, installation, and testing. Costs incurred during the preliminary project along with post-implementation stages of internal use computer software are expensed as incurred. Capitalized development costs are amortized over various periods up to three years. Costs incurred to maintain existing product offerings are expensed as incurred. The capitalization and ongoing assessment of recoverability of development costs requires considerable judgment by management with respect to certain external factors, including, but not limited to, technological and economic feasibility, and estimated economic life.

Share-Based Payments
In December 2004, the Financial Accounting Standards Board ("FASB") issued SFAS No. 123 (R), "*Share-Based Payment*", which establishes standards for transactions in which an entity exchanges its equity instruments for goods and services. This standard replaces SFAS No. 123 and supercedes Accounting Principles Board ("APB") Opinion No. 25, "*Accounting for Stock-Based Compensation*" . This standard requires a public entity to measure the cost of employee services, using an option-pricing model, such as the Black-Scholes Model, received in exchange for an award of equity instruments based on the grant-date fair value of the award. This eliminates the exception to account for such awards using the intrinsic method previously allowable under APB No. 25. Shares of commons stock issued for services rendered by a third party are recorded at fair market value, generally the quote at the close of market trading on the day for issuance of the stock or most recent sale. The Company adopted this standard during year ended December 31, 2006 using the modified prospective method.

Recent Accounting Pronouncements
In February 2006, FASB issued SFAS No. 155, "Accounting for Certain Hybrid Financial Instruments". SFAS No. 155 amends SFAS No 133, "Accounting for Derivative Instruments and Hedging Activities", and SFAF No. 140, "Accounting for Transfers and Servicing of Financial Assets and Extinguishments of Liabilities". SFAS No. 155, permits fair value re-measurement for any hybrid financial instrument that contains an embedded derivative that otherwise would require bifurcation, clarifies which interest-only strips and principal-only strips are not subject to the requirements of SFAS No. 133, establishes a requirement to evaluate interest in securitized financial

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

Recent Accounting Pronouncements (cont'd)
assets to identify interests that are freestanding derivatives or that are hybrid financial instruments that contain an embedded derivative requiring bifurcation, clarifies that concentrations of credit risk in the form of subordination are not embedded derivatives, and amends SFAS No. 140 to eliminate the prohibition on the qualifying special-purpose entity from holding a derivative financial instrument that pertains to a beneficial interest other than another derivative financial instrument. This statement is effective for all financial instruments acquired or issued after the beginning of the Company's first fiscal year that begins after September 15, 2006. The adoption of SFAS No. 155 is not expected to have a material impact on the Company's results of operations or financial position.

In June 2006, the FASB issued Interpretation No. 48, "Accounting for Uncertainty in Income Taxes - an interpretation of FASB Statement No. 109" ("FIN 48") which prescribes a recognition threshold and measurement attribute, as well as criteria for subsequently recognizing, derecognizing and measuring uncertain tax positions for financial statement purposes. FIN 48 also requires expanded disclosure with respect to the uncertainty in income tax assets and liabilities. FIN 48 is effective for fiscal years beginning after December 15, 2006, which will be the Company's calendar year 2007, and is required to be recognized as a change in accounting principle through a cumulative-effect adjustment to retained earnings as of the beginning of the year of adoption. The adoption of FIN 48 is not expected to have a material impact on the Company's consolidated results of operations or financial position.

In June 2006, the Financial Accounting Standards Board ("FASB") ratified the provisions of Emerging Issues Task Force ("EITF") Issue No. 06-3, "How Taxes Collected from Customers and Remitted to Governmental Authorities Should Be Presented in the Income Statement (That Is, Gross versus Net Presentation)". EITF Issue No. 06-3 requires that the presentation of taxes within revenue-producing transactions between a seller and a customer, including but not limited to sales, use, value added, and some excise taxes, should be on either a gross (included in revenue and cost) or a net (excluded from revenue) basis. In addition, for any such taxes that are reported on a gross basis, a company should disclose the amounts of those taxes in interim and annual financial statements for each period for which an income statement is presented if those amounts are significant. The disclosure of those taxes can be done on an aggregate basis. EITF Issue No. 06-3 is effective for fiscal years beginning after December 15, 2006, which will be the Company's calendar year 2007. The adoption of EITF Issue No. 06-3 is not expected to have a material impact on the Company's results of operations or financial position.

In September 2006, the Securities and Exchange Commission issued Staff Accounting Bulletin No.108 ("SAB No. 108"), "Considering the Effects of Prior Year Misstatements when Quantifying Current Year Misstatements". SAB No. 108 requires analysis of misstatements using both an income statement (rollover) approach and a balance sheet (iron curtain) approach in assessing materiality and provides for a one-time cumulative effect transition adjustment. SAB No. 108 is effective for the fiscal year beginning November 15, 2006. The adoption of SAB No. 108 is not expected to have a material impact on the Company's results of operations or financial position.

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

Recent Accounting Pronouncements (cont'd)
In March 2006, the FASB issued SFAS No. 156. This Statement amends FASB Statement No. 140, Accounting for Transfers and Servicing of Financial Assets and Extinguishments of Liabilities, with respect to the accounting for separately recognized servicing assets and servicing liabilities. This Statement is effective as of the beginning of its first fiscal year that begins after September 15, 2006. An entity should apply the requirements for recognition and initial measurement of servicing assets and servicing liabilities prospectively to all transactions after the effective date of this Statement.

In September 2006, the FASB issued SFAS No. 157 and No. 158. Statement No. 157 defines fair value, establishes a framework for measuring fair value in generally accepted accounting principles (GAAP), and expands disclosures about fair value measurements. This Statement applies under other accounting pronouncements that require or permit fair value measurements, the Board having previously concluded in those accounting pronouncements that fair value is the relevant measurement attribute. Accordingly, this Statement does not require any new fair value measurements. However, for some entities, the application of this Statement will change current practice.

Statement No. 158 is an amendment of FASB Statements No. 87, 88, 106, and 132(R). It improves financial reporting by requiring an employer to recognize the over funded or under funded status of a defined benefit postretirement plan (other than a multiemployer plan) as an asset or liability in its statement of financial position and to recognize changes in that funded status in the year in which the changes occur through comprehensive income of a business entity or changes in unrestricted net assets of a not-for-profit organization. This Statement also improves financial reporting by requiring an employer to measure the funded status of a plan as of the date of its year-end statement of financial position, with limited exceptions.

The Company does not expect application of SFAS No. 156, 157 and 158 to have a material effect on its financial statements.

NOTE B - SUPPLEMENTAL CASH FLOW INFORMATION

Supplemental disclosures of cash flow information for the years ended December 31, 2006 and 2005 is summarized as follows:

Cash paid during the years for interest and income taxes:

	2006	2005
Income taxes	$ 0	$ 1,060
Interest	$ 1,077	$ 1,962

Non-cash financing transactions:	2006	2005
Common stock issued for services	$ 68,329	$ 0

NOTE C - INCOME TAXES

Provision for income tax (credit) consists of:

	2006	2005
Current accrual	$ 0	$ 0
Cumulative change in deferred income tax	(38,518)	7,623
	$ (38,518)	$ 7,623

Income tax receivable consists of the following:

	2006	2005
Federal claim for refund	$ 716	$ 716
State claim for refund	89	89
	$ 805	$ 805

Accrued Income tax payable consists of the following:

	2006	2005
Current accrual	$ 0	$ 0
Estimated tax payments	0	0
Currently payable	0	0
Deferred income tax - current portion	0	11,655
	0	11,655
Deferred income tax - noncurrent portion	0	593
	$ 0	$ 12,248

Deferred income tax liabilities (assets) are reported as follows:

	2006	2005
Current asset	$ (26,437)	$ (167)
Non-current asset	0	0
Current liability	0	11,655
Noncurrent liability	0	593
	$ (26,437)	$ 12,081

2006 Deferred income tax liabilities (assets) are comprised of the following:

	Federal	State	Total
Gross deferred income tax liabilities			
Property, equipment, and depreciation accounting	$ (276)	$ (107)	$ (383)
Revenue recognition accounting	(4,281)	(1,661)	(5,942)
	(4,557)	(1,768)	(6,325)

NOTE C - INCOME TAXES (CONT'D)

Gross deferred income tax assets			
Accounts payable	3,325	1,290	4,615
Shareholder payroll	2,083	808	2,891
Fees paid with restricted stock	6,283	2,438	8,721
Capital loss carryovers	851	330	1,181
Contributions	143	55	198
Net operating loss	11,762	4,575	16,337
	24,447	9,496	33,943
Deferred income tax asset valuation allowance	(851)	(330)	(1,181)
	23,596	9,166	32,762
Net deferred income tax liabilities (assets)	$ 19,039	$ 7,398	$ 26,437

NOTE D - SEGMENT REPORTING

The Company has two reportable segments: The Company's services and software systems design business and the Company's insurance sales business.

Net sales by Segment

	2006	2005
Consulting	$ 309,570	$ 291,642
Insurance	53,327	46,202
Consolidated net sales	$ 362,897	$ 337,844

Profit by Segment

	2006	2005
Consulting	$ (202,643)	$ 26,096
Insurance	5,490	7,066
Consolidated profit/(loss) before taxes	$ (197,153)	$ 33,162

The accounting policies used for segment reporting are the same as those described in Note A - "Summary of Significant Accounting Policies".

NOTE E - EQUITY

On January 12, 2006, the company’s shareholders approved the following resolutions:

- An increase in the number of authorized common shares to 50,000,000
- A decrease in the par value of each common share from $1.00 to $.001 per share
- The addition of preferred shares: number authorized is 20,000,000 and the par value is $.001 per share, as of 12/31/2006 no preferred shares outstanding.

Also on January 12, 2006, the company's board of directors enacted a 62,000 for 1 forward stock split.

The 2005 income per share and weighted shares outstanding computations have been restated to reflect the change in par value and the forward stock split.

During 2006, 3,803,834 shares of stock were sold to various individuals and companies.

Share-Based Payments

During 2006, 1,400,000 shares of stock were issued to financial consultants. The shares were valued at market value at the date of agreement. The shares were valued using the most recent private sale of stock since the company is not traded on a public market. The accounting policies used for share based payments are the same as those described in Note A - Summary of Significant Accounting Policies.

NOTE F - EMPLOYEE BENEFITS

The Company has a SIMPLE Plan (“Plan”) to provide retirement and incidental benefits for its employees. Employees may contribute from 1% to 15% of their annual compensation to the Plan, limited to a maximum annual amount as set periodically by the Internal Revenue Service. The Company matches employee contributions dollar for dollar up to the IRS maximum. All matching contributions vest immediately. Such contributions to the Plan are allocated among eligible participants in the proportion of their salaries to the total salaries of all participants.

Company matching contributions to the Plan totaled $2,975 in 2006 and $2,100 in 2005.

The Company has a medical reimbursement plan that reimburses officers for all out of pocket medical expenses not covered by the company provided insurance plan.

Company expenses under the medical reimbursement plan totaled $12,681 in 2006 and $21,413 in 2005.

NOTE G - LEASES

The company rents its facilities on an annual basis. The lease requires monthly payments of $525 per month and expires on May 31, 2007.

NOTE H - CAPITALIZED COMPUTER SOFTWARE

During 2006 The Company capitalized software development costs of $44,063 using Statement of Position (SOP) 98-1: Accounting for the Costs of Computer Software Developed or Obtained for Internal Use. No amortization was recorded during 2006.

NOTE I - SUBSEQUENT EVENTS

Subsequent to year-end the Company plans to file an SB-2 registration statement with the Securities and Exchange Commission to become a publicly traded company with the intent of trading on the Over the Counter Bulletin Board.

CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

Lake & Associates CPA's LLC audited our financial statements for the years ending December 31, 2006 and December 31, 2005. We have not had any disagreements with our accountants.

DEALER PROSPECTUS DELIVERY OBLIGATION

Until ninety days after the effectiveness of the registration statement of which this prospectus is a part, all dealers that effect transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

PART II INFORMATION NOT REQUIRED TO BE INCLUDED IN PROSPECTUS

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Our bylaws do not provide for indemnification of our officers and directors. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers or persons controlling an issuer pursuant to the foregoing provisions, the opinion of the Commission is that such indemnification is against public policy as expressed in the Securities Act of 1933 and is therefore unenforceable.

OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

The following table is an itemization of all expenses, without consideration to future contingencies, incurred or expected to be incurred by our Corporation in connection with the issuance and distribution of the securities being offered by this prospectus. Items marked with an asterisk (*) represent estimated expenses. We have agreed to pay all the costs and expenses of this offering. These estimated expenses have been paid and we do not expect any material additional expenses as the result if this offering. Selling Security Holders will pay no offering expenses.

ITEM	EXPENSE
SEC Registration Fee*	$133
Legal Fees and Expenses	$10,000
Accounting Fees and Expenses	$ 25,000
Transfer Agent Fees	$ 1,500
Blue Sky Fees	$ 5,000
Miscellaneous*	$ 2,925
==	
Total*	$ 44,558

* Estimated Figure

RECENT SALES OF UNREGISTERED SECURITIES

On or about January 12, 2006, we increased our authorized common shares to 50,000,000, and subsequently changed the par value of our common stock to $.001 per share. In addition, we authorized 10,000,000 shares of convertible preferred stock to be issued, $.001 par value, with a conversion ration to be set at a later date. Our board of director also enacted a 62,000 for 1 forward stock split.

During November 2005, we sold 3,000,000 shares of our common stock to Aquatica Investments, Ltd., a Bahamian corporation, for $100,000, or approximately $.033 per share. The funds were used in connection with our audited financial statements, preparation of our SB-2 registration statement and for general working capital purposes. The sale of shares was made in reliance of Regulation S since the corporation and its owner, Owen Bethel, are not residents of the U.S. and do not maintain a residence within the U.S.

On or about November 15, 2005, we entered into a Financial Advisory Services Agreement with Greentree Financial Group, Inc. Under the terms of the agreement, Greentree Financial Group, Inc. has agreed to provide the following services:

- Assistance with the preparation of our Form SB-2 registration statement;
- State Blue-Sky compliance;
- Selection of an independent stock transfer agent; and
- Edgar services.

In exchange for these services, we paid Greentree $60,000 and issued 350,000 shares of our common stock. The common shares issued were valued at the estimated value for the services received, or $17,500, or $.05 per share.

We relied on exemptions provided by Section 4(2) of the Securities Act of 1933, as amended. We made this offering based on the following facts: (1) the issuance was an isolated private transaction which did not involve a public offering; (2) there was only one offeree, (3) the offeree has agreed to the imposition of a restrictive legend on the face of the stock certificate representing its shares, to the effect that it will not resell the stock unless its shares are registered or an exemption from registration is available; (4) the offeree was a sophisticated investor very familiar with our company and stock-based transactions; (5) there were no subsequent or contemporaneous public offerings of the stock; (6) the stock was not broken down into smaller denominations; and (7) the negotiations for the sale of the stock took place directly between the offeree and our management.

On or about November 15, 2005, we entered into a consulting agreement with Real Asset Management, LLC, for financial advisory services including:

- Introducing our Company to NASD member firms;
- Assistance in developing our corporate structure, including coordination of shareholder communications and public relations;
- Assist in introducing our Company to various funding sources

In exchange for these services, we issued Real Asset Management 450,000 shares of common stock. The common shares issued were valued at the estimated value of services rendered, or $20,829, or $.046 per share.

We relied on exemptions provided by Section 4(2) of the Securities Act of 1933, as amended. We made this offering based on the following facts: (1) the issuance was an isolated private transaction which did not involve a public offering; (2) there was only one offeree, (3) the offeree has agreed to the imposition of a restrictive legend on the face of the stock certificate representing its shares, to the effect that it will not resell the stock unless its shares are registered or an exemption from registration is available; (4) the offeree was a sophisticated investor very familiar with our company and stock-based transactions; (5) there were no subsequent or contemporaneous public offerings of the stock; (6) the stock was not broken down into smaller denominations; and (7) the negotiations for the sale of the stock took place directly between the offeree and our management.

On or about January 15, 2006, we entered into a consulting agreement with First Alliance Group, Inc. for financial advisory services including:

- Introducing our Company to NASD member firms;
- Assistance in developing our corporate structure, including coordination of shareholder communications and public relations;
- Assist in introducing our Company to various funding sources

In exchange for these services, we issued First Alliance 400,000 shares of common stock. The common shares issued were valued at the estimated value of services rendered, or $20,000, or $.05 per share.

We relied on exemptions provided by Section 4(2) of the Securities Act of 1933, as amended. We made this offering based on the following facts: (1) the issuance was an isolated private transaction which did not involve a public offering; (2) there was only one offeree, (3) the offeree has agreed to the imposition of a restrictive legend on the face of the stock certificate representing its shares, to the effect that it will not resell the stock unless its shares are registered or an exemption from registration is available; (4) the offeree was a sophisticated investor very familiar with our company and stock-based transactions; (5) there were no subsequent or contemporaneous public offerings of the stock; (6) the stock was not broken down into smaller denominations; and (7) the negotiations for the sale of the stock took place directly between the offeree and our management.

On our about January 24, 2006 we entered into a legal services agreement with Simons Muirhead and Burton Solicitors, a law firm located within the United Kingdom. We issued 100,000 shares of common stock to Muirhead and Burton for legal services in connection with our offshore common stock offering in the United Kingdom. Muirhead and Burton were to advise us on local laws and review our subscription agreements for legal compliance. The common shares issued were valued at the estimated value of services rendered, or $5,000, or $.05 per share.

We relied on exemptions provided by Section 4(2) of the Securities Act of 1933, as amended. We made this offering based on the following facts: (1) the issuance was an isolated private transaction which did not involve a public offering; (2) there was only one offeree, (3) the offeree has agreed to the imposition of a restrictive legend on the face of the stock certificate representing its shares, to the effect that it will not resell the stock unless its shares are registered or an exemption from registration is available; (4) the offeree was a sophisticated investor very familiar with our company and stock-based transactions; (5) there were no subsequent or contemporaneous public offerings of the stock; (6) the stock was not broken down into smaller denominations; and (7) the negotiations for the sale of the stock took place directly between the offeree and our management.

On or about January 15, 2006, we issued 100,000 shares of our common stock to Francis Armenlin for services in connection with renovating our website. The common shares issued were valued at the estimated value of services rendered, or $5,000, or $.05 per share. The engagement was not evidenced by a written service contract, but rather was an oral agreement between Mr. Armelin and our Company.

We relied on exemptions provided by Section 4(2) of the Securities Act of 1933, as amended. We made this offering based on the following facts: (1) the issuance was an isolated private transaction which did not involve a public offering; (2) there was only one offeree, (3) the offeree has agreed to the imposition of a restrictive legend on the face of the stock certificate representing its shares, to the effect that it will not resell the stock unless its shares are registered or an exemption from registration is available; (4) the offeree was a sophisticated investor very familiar with our company and stock-based transactions; (5) there were no subsequent or contemporaneous public offerings of the stock; (6) the stock was not broken down into smaller denominations; and (7) the negotiations for the sale of the stock took place directly between the offeree and our management.

During 2006, we issued 803,834 shares of our common stock for $202,472. The shares were issued in a Regulation S offering in the United Kingdom for approximately $.25 per share (based on the most recent foreign conversion rates).

EXHIBITS

Exhibit Number	Exhibit Description
3.1	Articles of Incorporation
3.2	Articles of Amendment to Articles of Incorporation
3.4	Bylaws
4	Form of stock certificate
5	Legal opinion (including consent)
10.1	Offshore stock purchase agreement between Information Systems Associates, Inc. and Aquatica Investments, Ltd.
10.2	Consulting agreement between Information Systems Associates, Inc. and First Alliance
10.3	Consulting agreement between Information Systems Associates, Inc. and Greentree Financial Group, Inc.
10.4	Consulting Agreement between Information Systems Associates, Inc. and Real Asset Management
10.5	Consulting Agreement between Information Systems Associates, Inc. and Simons Muirhead and Burton Solicitors
10.6	Lease Agreement for Suite 200B, Executive Suites of Stuart Inc., 901 SW Martin Downs Blvd, Palm City FL 34990
10.7	Lease Agreement for 1151 SW 30th Street, Suite E, Palm City, FL 34990
23.1	Legal Consent (included in Exhibit 5)
23.2	Consent of auditors

UNDERTAKINGS

The undersigned Registrant hereby undertakes:

1. To file, during any period in which it offers or sells securities, a post-effective amendment to this registration statement to:
   a. Include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;
   b. Reflect in the prospectus any facts or events which, individually or together, represent a fundamental change in the information in the registration statement; and notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospects filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in the volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.
   c. Include any additional or changed material information on the plan of distribution.

2. That, for determining liability under the Securities Act of 1933, to treat each post-effective amendment as a new registration statement of the securities offered, and the offering of the securities at that time to be the initial bona fide offering.

3. To file a post-effective amendment to remove from registration any of the securities that remain unsold at the end of the offering.

4. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore,

unenforceable.

5. In the event that a claim for indemnification against such liabilities, other than the payment by the Registrant of expenses incurred and paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding, is asserted by such director, officer or controlling person in connection with the securities being registered hereby, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

SIGNATURES

In accordance with the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all the requirements of filing of Form SB-2 and authorized this registration statement to be signed on its behalf by the undersigned, in the City of Palm City, State of Florida on April 27, 2007.

Information Systems Associates, Inc.

/s/ Joseph P. Coschera
By: Joseph P. Coschera
Title: President

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the date indicated:

Name	Title	Date
/s/ Joseph P. Coschera	President and CEO, Director	April 27, 2007
/s/ Loire Lucas	Vice President, Director	April 27, 2007

EXHIBIT 3.1

ARTICLES OF INCORPORATION

OF

INFORMATION SYSTEMS ASSOCIATES, INC.

I, the undersigned natural person of the age of twenty-one years or more, acting as incorporator of a corporation under the Florida General Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I. NAME

The name of this Corporation is: INFORMATION SYSTEMS ASSOCIATES, INC.

ARTICLE II. GOVERNING LAW

This corporation is organized pursuant to the provision of the Florida General Corporation Act.

ARTICLE III. DURATION

The period of its duration is perpetual, commencing on the date of execution and acknowledgement of these articles on May 31, 1994.

ARTICLE IV. PURPOSE

This corporation is organized for the purpose of transacting any or all lawful business.

ARTICLE V. CAPITAL STOCK

This corporation is authorized to issue three hundred (300) shares of one dollar ($1.00) par value stock.

ARTICLE VI. INITIAL REGISTERED AGENT AND OFFICE

The street address of the initial registered office of the Registered Office of this corporation is:

Joe Coschera
2423 SE St. Lucie Road
Stuart, Florida 34906

ARTICLE VII. INITIAL BOARD OF DIRECTORS

This corporation shall have (1) director initially. The number of directors may b e increased or diminished from time to time by the by-laws adopted by the stockholders, but shall never be less than one (1). The name and address of the initial director of this corporation is:

NAME ADDRESS
--------- --------------
Joe Coschera 2423 SE St. Lucie Road
Stuart, Florida 34906

ARTICLE VIII. INCORPORATOR

The name and address of the person signing these articles is:

NAME ADDRESS
--------- --------------
Joe Coschera 2423 SE ST. Lucie Road
Stuart, Florida 34906

ARTICLE IX. INDEMNIFICATION

This corporation shall have the power to indemnify any officer or director, or any former officer or director, to the full extent permitted by law.

ARTICLE X. RESTRICTION ON THE TRANSFER OF STOCK

None.

ARTICLE XI. AMENDMENT

This corporation reserves the right to amend or repeal any provisions contained in these articles of incorporation, or any amendments to them, and any right conferred upon the shareholders is subject to this reservation.

IN WITNESS WHEROF the undersigned subscribed has executed these articles of incorporation on this 31st day of May, 1994.

/s/ Joe Coschera

Joe Coschera, Subscriber

CONSENT TO APPOINTMENT OF REGISTERED AGENT

TO: Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

I, Joe Coschera, do hereby consent to serve as registered agent for the corporation:

This 31st day of May, 1994.

/s/ Joe Coschera

Joe Coschera

Address of registered agent:

2423 SE St. Lucie Road
Stuart, Florida 34906

Exhibit 3.2

Filed
Secretary of State
Division of Corporations

2006 Jan 12 PM 12:10

Articles of Amendment to

Articles of Incorporation of

INFORMATION SYSTEMS ASSOCIATES, INC.
(Name of corporation as currently filed with the Florida Dept. of State)

P94000041346
(Document number of corporation (if known)

Pursuant to the provisions of section 607.1006, Florida Statutes, this ***Florida Profit Corporation*** adopts the following amendment(s) to its Articles of Incorporation:

NEW CORPORATE NAME (if changing):
N/A
(Must contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.")
(A professional corporation must contain the word "chartered", "professional association," or the abbreviation "P.A.")

AMENDMENTS ADOPTED- (OTHER THAN NAME CHANGE) Indicate Article Number(s) and/or Article Title(s) being amended, added or deleted: (BE SPECIFIC)

THE CORPORATION HEREBY AMENDS "ARTICLE III" TO INCREASE ITS AUTHORIZED CAPITAL STOCK AS FOLLOWS:
A) 50,000,000 SHARES OF COMMON STOCK, $.001 PAR VALUE
B) 2,000,000 SHARES OF PREFERRED STOCK, $.001 PAR VALUE

THE CORPORATION HEREBY DELETES "ARTICLE II" IN ITS ENTIRETY AND REPLACES IT WITH THE FOLLOWING: THE CORPORATION SHALL BE AUTHORIZED TO CONDUCT ANY AND ALL LAWFUL BUSINESS.

(Attach additional pages if necessary)

If an amendment provides for exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself: (if not applicable, indicate N/A)

N/A

(continued)

The date of each amendment(s) adoption: DECEMBER 31, 2005

Effective date if applicable:

(no more than 90 days after amendment file date)

Adoption of Amendment(s) (CHECK ONE)

þ The amendment(s) was/were approved by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

o The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):*

"The number of votes cast for the amendment(s) was/were sufficient for approval by_________________________ ."

(voting group)

The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Signature /s/ JOSEPH COSCHERA

(By a director, president or other officer - if directors or officers have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

JOSEPH COSCHERA
(Typed or printed name of person signing)

PRESIDENT
(Title of person signing)

FILING FEE: $35

EXHIBIT 3.4

BYLAWS
FOR THE REGULATION, EXCEPT AS OTHERWISE
PROVIDED BY STATUTE OR ITS ARTICLES OF INCORPORATION
OF

INFORMATION SUSYEMS ASSOCIATES, INC.

ARTICLE 1
OFFICES

The registered office of the Corporation in the State of Florida shall be located in the City and State designated in the Articles of Incorporation. The Corporation may also maintain offices at such other places within or without the State of Florida as the Board of Directors may, from time to time, determine.

ARTICLE 2
MEETINGS OF SHAREHOLDERS

Section 1- Annual Meetings

The annual meeting of the shareholders of the Corporation shall be held at the time fixed, from time to time, by the Directors.

Section 2- Special Meetings

Special meetings of the shareholders may be called by the Board of Directors or such person or persons authorized by the Board of Directors and shall be held within or without the State of Florida.

Section 3- Place of Meetings

Meetings of shareholders shall be held at the registered office of the Corporation, or at such other places, within or without the State of Florida as the Directors may from time to time fix. If no designation is made, the meeting shall be held at the Corporation’s registered office in the state of Florida.

Section 4- Notice of Meetings

(a) Written or printed notice of each meeting of shareholders, whether annual or special, signed by the president, vice president of secretary, stating the time when and place where it is to be held, as well as the purpose or purposes for which the meeting is called, shall be served either personally or by mail, by or at the direction of the direction of the president, the secretary, or the officer or the person calling the meeting, not less than ten or more than sixty days before the date of the meeting, unless the lapse of the prescribed time shall have been waived before or after the taking of such action, upon each shareholder of record entitled to vote at such meeting, and to any other shareholder to whom the giving of notice may be required by law. If mailed, such notice shall be deemed to be given when deposited in the United States mail, addressed to the shareholder as it appears on the share transfer records of the Corporation or to the current address, which a shareholder has delivered to the Corporation in a written notice.

(b) Further notice to a shareholder is not required when notice of two consecutive annual meetings, and all notices of meetings or of the taking of action by written consent without a meeting to him or her during the period between those two consecutive annual meetings; or all, and at least two payments sent by first-class mail of dividends or interest of securities during a 12-month period have been mailed addressed to him or her at his or her address as shown on the records of the Corporation and have been returned undeliverable.

Section 5- Quorum

(a) Except as other wise provided herein, or by law, or in the Articles of Incorporation (such Articles and any amendments thereof being hereinafter collectively referred to as the "Articles of Incorporation"), a quorum shall be present at all meetings of shareholders of the Corporation, if the holders of a majority of the shares entitled to vote of that matter are represented at the meeting in person or by proxy.

(b) The subsequent withdrawal of any shareholder form the meeting, after the commencement of a meeting, or the refusal of any shareholder represented in person or by proxy to vote, shall have no effect of the existence of a quorum, after a quorum has been established at such meeting.

(c) Despite the absence of a quorum at any meeting of shareholders, the shareholders present may adjourn the meeting.

Section 6- Voting and Acting

(a) Except as otherwise provided by law, the Articles of Incorporation, or these Bylaws, any corporate action, the affirmative vote of the majority of shares entitled to vote on that matter and represented either in person or by proxy at a meeting of shareholders at which a quorum is present, shall be the act of the shareholders of the Corporation.

(b) Except as otherwise provided by statute, the Certificate of Incorporation, or these bylaws, at each meeting of shareholders, each shareholder of the Corporation entitled to vote thereat, shall be entitled to one vote for each share registered in his name on the books of the Corporation.

(c) Where appropriate communication facilities are reasonably available, any or all shareholders shall have the right to participate in any shareholders' meeting, by means of conference telephone or any means of communications by which all persons participating in the meeting are able to hear each other.

Section 7- Proxies

Each shareholder entitled to vote or to express consent or dissent without a meeting, may do so either in person or by proxy, so long as such proxy is executed in writing by the shareholder himself, his authorized officer, director, employee or agent or by causing the signature of the stockholder to be affixed to the writing by any reasonable means, including, but not limited to, a facsimile signature, or by his attorney-in-fact there unto duly authorized in writing. Every proxy shall be revocable at will unless the proxy conspicuously states that it is irrevocable and the proxy is coupled with an interest. A telegram, telex, cablegram, or similar transmission by the shareholder, or a photographic, photostatic, facsimile, shall be treated as a valid proxy, and treated as a substitution of the original proxy, so long as such transmission is a complete reproduction executed by the shareholder. If it is determined that the telegram, cablegram or other electronic transmission is valid, the persons appointed by the Corporation to count the votes of shareholders and determine the validity of proxies and ballots or other persons making those determinations must specify the information upon which they relied. No proxy shall be valid after the expiration of six months from the date of its execution, unless otherwise provided in the proxy. Such instrument shall be exhibited to the Secretary at the meeting and shall be filed with the records of the Corporation. If any shareholder designates two or more persons to act as proxies, a majority of those persons present at the meeting, or, if one is present, then that one has and may exercise all of the powers conferred by the shareholder upon all of the persons so designated unless the shareholder provides otherwise.

Section 8- Action Without a Meeting

Unless otherwise provided for in the Articles of Incorporation of the Corporation, any action to be taken at any annual or special shareholders' meeting, may be taken without a meeting, without prior notice and without a vote if written consents are signed by a majority of the shareholders of the Corporation, except however if a different proportion of voting power is required by law, the Articles of Incorporation or these Bylaws, than that proportion of written consents is required. Such written consents must be filed with the minutes of the proceedings of the shareholders of the Corporation.

ARTICLE 3
Board of Directors

Section 1- Number, Term, Election and Qualifications

(a) The first Board of Directors and all subsequent Boards of the Corporation shall consist of (Joe Coschera), unless and until otherwise determined by vote of a majority of the entire Board of Directors. The Board of Directors or shareholders all have the power, in the interim between annual and special meetings of the shareholders, to increase or decrease the number of Directors of the Corporation. A Director need not be a shareholder of the Corporation unless the Certificate of Incorporation of the Corporation or these Bylaws so require.

(b) Except as may otherwise be provided herein or in the Articles of Incorporation, the members of the Board of Directors of the Corporation shall be elected at the first annual shareholders' meeting and at each annual meeting thereafter, unless their terms are staggered in the Articles of Incorporation of the Corporation or these Bylaws, by a plurality of the votes cast at a meeting of shareholders, by the holders of shares entitled to vote in the election.

(c) The first Board of Directors shall hold office until the first annual meeting of shareholders and until their successors have been duly elected and qualified or until there is a decrease in the number of Directors. Thereinafter, Directors will be elected at the annual meeting of shareholders and shall hold office until the annual meeting of the shareholders next succeeding his election, unless their terms are staggered in the Articles of incorporation of the Corporation (so long as at least one-fourth in number of the Directors of the

Corporation are elected at each annual shareholders' meeting) or these Bylaws, or until his prior death, resignation or removal. Any Director may resign at any time upon written notice of such resignation to the Corporation.

(d) All Directors of the Corporation shall have equal voting power unless the Articles of Incorporation of the Corporation provide that the voting power of individual Directors or classes of directors are greater than or less than that of any other individual Directors or classes of Directors, and the different voting powers may be stated in the Articles of Incorporation or may be dependent upon any fact or event that may be ascertained outside the Articles of Incorporation is the manner in which the fact or event may operate of those voting powers is stated in the Articles of Incorporation. If the Articles of Incorporation provide that any Directors have voting power greater than or less than other Directors of the Corporation, every reference in these Bylaws to a majority or other proportion of Directors shall be deemed to refer to majority or other proportion of the voting power of all the Directors or classes of Directors, as may be required by the Articles of Incorporation.

Section 2- Duties and Powers

The Board of Directors shall be responsible for the control and management of the business and affairs, property and interests of the Corporation, and may exercise all powers of the Corporation, except such as those stated under Florida state law, are in the Articles of Incorporation or these Bylaws, expressly conferred upon or reserved the shareholders or any other person or persons named therein.

Section 3- Regular Meetings; Notice

(a) A regular meeting of the Board of Directors shall be held either within or without the State of Florida at such time and at such place as the Board shall fix.

(b) No notice shall be required of any regular meeting of the Board of Directors and, if given, need not specify the purpose of the meeting' provided, however that in case the Board of Directors shall fix or change the time or place of any regular meeting when such time and place was fixed before such change, notice of such action shall be given to each director who shall not have been present at the meeting at which such action was taken within the time limited, and in the manner set forth in these Bylaws with respect to special meetings, unless such notice shall be waived in the manner set forth in these Bylaws.

Section 4- Special Meetings, Notice

(a) Special meetings of the Board of Directors shall be held at such time and place as may be specified in the respective notices or waivers of notice thereof.

(b) Except as otherwise required statute, written notice of special meetings shall be mailed directly to each Director, addressed to him at his residence or usual place of business, or delivered orally.
With sufficient time for the convenient assembly of Directors thereat, or shall be sent to him at such place by telegram, radio or cable, or shall be delivered to him personally or given to him orally, not later than the day before the day on which the meeting is to be held. If mailed, the notice of any special meeting shall be deemed to be delivered on the second day after it is deposited in the United States mails, so addressed, with postage prepaid. If notice is given by telegram, it shall be deemed to be delivered when the telegram is delivered to the telegraph company. A notice, or waiver of notice, except as required by these Bylaws, need not specify the business to be Transacted at or the purpose or purposes of the meeting.

(c) Notice of any special meeting shall not be required to be given to any director who shall attend such meeting without protesting prior thereto or at its commencement, the lack of notice to him, or who submits a signed waiver of notice, whether before or after the meeting. Notice of any adjourned meeting shall not be required to be given.

Section 5- Chairperson

The Chairperson of the Board, if any and if present, shall preside at all meetings of the Board of Directors. If there shall be no Chairperson, or he or she shall be absent, then the President shall preside, and in his absence, any other director chosen by the Board of Directors shall preside.

Section 6- Quorum and Adjournments

(a) At all meetings of the Board of Directors, or any committee thereof, the presence of a majority of the entire Board, or such committee thereof, shall constitute a quorum for the transaction of business, except as otherwise provided by law, by the Certificate of Incorporation, or these Bylaws.

(b) A majority of the directors present at the time and place of any regular or special meeting, although less than a quorum, may adjourn the same from time to time without notice, whether or not a quorum exists. Notice of such adjourned meeting shall be given to Directors not present at time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other Directors who were present at the adjourned meeting.

Section 7- Manner of Acting

(a) At all meetings of the Board of Directors, each director present shall have one vote, irrespective of the number of shares of stock, if any, which he may hold.

(b) Except as otherwise provided by law, by the Articles of Incorporation, or these bylaws, action approved by a majority of the votes of the Directors present at any meeting of the Board or any committee thereof, at which a quorum is present shall be the act of the Board of Directors or any committee thereof.

(c) Any action authorized in writing made prior or subsequent to such action, by all of the Directors entitled to vote thereon and filed with the minutes of the Corporation shall be the act of the Board of Directors, or any committee thereof, and have the same force and effect as if the same had been passed by unanimous vote at a duly called meeting of the Board or committee for all purposes.

(d) Where appropriate communications facilities are reasonably available, any or all directors shall have the right to participate in any Board of Directors meeting, or a committee of the Board of Directors meeting, by means of conference telephone or any means of communications by which all persons participating in the meeting are able to hear each other.

Section 8- Vacancies

(a) Unless otherwise provided for by the Articles of Incorporation of the Corporation, any vacancy in the Board of Directors occurring by reason of an increase in the number of directors, or by reason of the death, resignation, disqualification, removal or inability to act of any director, or other cause, shall be filled by an affirmative vote of a majority of the remaining directors, though less than a quorum of the Board or by a sole remaining Director, at any regular meeting or special meeting of the Board of Directors called for that purpose except whenever the shareholders of any class or classes or series thereof are entitled to elect one or more Directors by the Certificate of Incorporation of the Corporation, vacancies and newly created directorships of such class or classes or series may be filled by a majority of the Directors elected by such class or classes or series thereof then in office, or by a sole remaining Director so elected.

Section 9- Resignation (Section 78.335)

A Director may resign at any time by giving written notice of such resignation to the Corporation.

Section 10- Removal

Unless otherwise provided for by the Articles of Incorporation, one or more or all the Directors of the Corporation may be removed with or without cause at any time by a vote of two-thirds of the shareholders entitled to vote thereon, at a special meeting of the shareholders called for that purpose, unless the Articles of Incorporation provide that Directors may only be removed for cause, provided however, such Director shall not be removed if the Corporation states in its Articles of Incorporation that its Directors shall be elected by cumulative voting and there are a sufficient number of shares cast against his or her removal, which if cumulatively voted at an election of Directors would be sufficient to elect him or her. If a Director was elected by a voting group of shareholders, only the shareholders of that voting group may participate in the vote to remove that Director.

Section 11- Compensation

The Board of Directors may authorize and establish reasonable compensation of the Directors for services to the Corporation as Directors, including, but not limited to attendance at any annual or special meeting of the Board.

Section 12- Committees

Unless otherwise provided for by the Articles of Incorporation of the Corporation, the Board of Directors, may from time to time designate from among its members one or more committees, and alternate members thereof, as they deem desirable, each consisting of one or more members, with such powers and authority (to the extent permitted by law and these Bylaws) as may be provided in such resolution. Unless the Articles of Incorporation or Bylaws state otherwise, the Board of Directors may appoint natural persons who are not Directors to serve on such committees authorized herein. Each such committee shall serve at the pleasure of the Board and, unless otherwise stated by law, the Certificate of Incorporation of the Corporation or these Bylaws, shall be governed by the rules and regulations stated herein regarding the Board of Directors.

ARTICLE 4
OFFICERS

Section 1- Number, Qualifications, Election and Term of Office

(a) The Corporation's officers shall have such titles and duties as shall be stated in these Bylaws or in a resolution of the Board of Directors which is not inconsistent with these Bylaws. The officers of the Corporation shall consist of a president, secretary and treasurer, and also may have one or more vice presidents, assistant secretaries and assistant treasurers and such other officers as the Board of Directors may from time to time deem advisable. Any officer may hold two or more offices in the Corporation.

(b) The officers of the Corporation shall be elected by the Board of Directors at the regular annual meeting of the Board following the annual meeting of shareholders.

(c) Each officer shall hold office until the annual meeting of the Board of Directors next succeeding his election, and until his successor shall have been duly elected and qualified, subject to earlier termination by his or her death, resignation or removal.

Section 2- Resignation

Any officer may resign at any time by giving written notice of such resignation to the Corporation.

Section 3- Removal

Any officer elected by the Board of Directors may be removed, either with or without cause, and a successor elected by the Board at any time, and any officer or assistant officer, if appointed by another officer, may likewise by removed by such officer.

Section 4- Vacancies

A vacancy, however caused, occurring in the Board and any newly created Directorships resulting from an increase in the authorized number of Directors may be filled by the Board of Directors.

Section 5- Bonds

The Corporation may require any or all of its officers or Agents to post a bond, or otherwise, to the Corporation for the faithful performance of their positions or duties.

Section 6- Compensation

The compensation of the officers of the Corporation shall be fixed from time to time by the Board of Directors.

ARTICLE 5
SHARES OF STOCK

Section 1- Certificate of Stock

(a) The shares of the Corporation shall be represented by certificates or shall be uncertified shares.

(b) Certificated shares of the Corporation shall be signed , (either manually or by facsimile), by officers or agents designated by the Corporation for such purposes, and shall certify the number of shares owned by him in the Corporation. Whenever any certificate is countersigned or otherwise authenticated by a transfer agent or transfer clerk, and by a registrar, then a facsimile of the signatures of the officers or agents, the transfer agent or transfer clerk or the registrar of the Corporation may be printed or lithographed upon the certificate in lieu of the actual signatures. If the corporation uses facsimile signatures of its officers and agents on its stock certificates, it cannot act as registrar of its own stock, but its transfer agent and registrar may be identical if the institution action in those dual capacities countersigns or otherwise authenticates any stock certificates in both capacities. If any officer who has signed or whose facsimile signature has been placed upon such certificate, shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

(c) If the Corporation issues uncertified shares as provided for in these Bylaws, within a reasonable time after the issuance or transfer of such uncertified shares, and at least annually thereafter, the Corporation shall send the shareholder a written statement certifying the number of shares owned by such shareholder in the Corporation.

(d) Except as otherwise provided by law, the rights and obligation of the holders of uncertified shares and the rights and obligations of the holders of certificates representing shares of the same class and series shall be identical.

Section 2- Lost or Destroyed Certificates

The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates therefore issued by the Corporation alleged to have been lost, stolen or destroyed if the owner:

(a) so requests before the Corporation has notice that the shares have bee acquired by a bona fide purchaser,
(b) files with the Corporation a sufficient indemnity bond; and
(c) satisfies such other requirements, including evidence of such loss, theft or destruction, as may be imposed by the Corporation.

Section 3- Transfers of shares

(a) Transfers or registration of transfers of shares of the Corporation shall be made of the stock transfer books of the Corporation by the registered holder thereof, or by his attorney duly authorized by a written power of attorney; and in the case of shares represented by certificates, only after the surrender to the Corporation of the certificates representing such shares with such shares properly endorsed, with such evidence of the authenticity of such endorsement, transfer, authorization and other matters as the Corporation may reasonably require, and the payment of all stock transfer taxes due thereon.

(b) The Corporation shall be entitled to treat the holder of record of any share or shares as the absolute owner thereof for all purposes and accordingly, shall not be bound to recognize any legal, equitable or other claim to, or interest in, such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise expressly provided by law.

Section 4- Record Date

(a) The Board of Directors may fix, in advance, which shall not be more than sixty days before the meeting or action requiring a determination of shareholders, as the record date for the determination of shareholders entitled to receive notice of, or to vote at, any meeting of shareholders, or to consent to any proposal without a meeting, or for the purpose of determining shareholders entitled to receive payment of any dividends, or allotment of any rights, or for the purpose of any other action. If no record date is fixed, the record date for shareholders entitled to notice of meeting shall be at the close of business on the day preceding the day on which notice is given, or, if no notice is given, the day on which the meeting is held, or if notice is waived, at the close of business on the day before the day on which the meeting is held.

(b) the Board of Directors may fix a record date, which shall not precede the date upon which the resolution fixing the record date is adopted for shareholders entitled to receive payment of any dividend or other distribution or allotment of any rights of shareholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action.

(c) A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date for the adjourned meeting.

Section 5- Fractions of Shares/Scrip

The Board of Directors may authorize the issuance of certificates or payment of money for fractions of a share, either represented by a certificate or uncertificated, which shall entitle the holder to exercise voting rights, receive dividends and participate in any assets of the Corporation in the event of liquidation, in proportion to the fractional holdings; or it may authorize the payment in case of the fair value of fractions of a share as of the time when those entitled to receive such fractions are determined; or it may authorize the issuance, subject to such conditions as may be permitted by law, of scrip in registered or bearer form over the manual or facsimile signature of and officer or agent of the Corporation or its agent for that purpose, exchangeable as therein provided for full shares, but such scrip shall not entitle the holder to any rights of shareholder, except as therein provided. The scrip may contain any provisions or conditions that the Corporation deems advisable. If a scrip ceases to be exchangeable for full share certificates, the shares that would otherwise have been issuable as provided on the scrip are deemed to be treasury shares unless the scrip contains other provisions for their disposition.

ARTICLE 6
DIVIDENDS

(a) Dividends may be declared and paid out of any funds available therefor, as often, in such amounts, and at such time or times as the Board of Directors may determine and shares may be issued pro rata and without consideration to the Corporation's shareholders or to the shareholders of one or more classes or series.

(b) Shares of one class or series may not be issued as a share dividend to shareholders of another class or series unless:
(i) so authorized by the Articles of Incorporation;
(ii) a majority of the shareholders of the class or series to be issued approve the issue; or
(iii) there are no outstanding shares of the class or series of shares that are authorized to be issued.

ARTICLE 7
FISCAL YEAR

The fiscal year of the Corporation shall be fixed, and shall be subject to change by the Board of Directors from time to time, subject to applicable law.

ARTICLE 8
CORPORATE SEAL

The corporate seal, if any, shall be in such form as shall be prescribed and altered, from time to time, by the Board of Directors. The use of a seal or stamp by the Corporation on corporate documents is not necessary and the lack thereof shall not in any way affect the legality of a corporate document.

ARTICLE 9
AMENDMENTS

Section 1- By Shareholders

All Bylaws of the Corporation shall be subject to alteration or repeal, and new Bylaws may be made, by a majority vote of the shareholders at the time entitled to vote in the election of Directors even though these Bylaws may also be altered, amended or repealed by the Board of Directors.

Section 2- By Directors

The Board of Directors shall have power to make, adopt, alter, amend and repeal, from time to time, Bylaws of the Corporation.

ARTICLE 10
WAIVER OF NOTICE

Whenever any notice is required to given by law, the Articles of Incorporation or these Bylaws, a written waiver signed by the person or persons entitled to such notice, whether before or after the meeting by any person, shall constitute a waiver of notice of such meeting.

ARTICLE 11

No contract or transaction shall be void or voidable if such contract or transaction is between the corporation and one or more of its Directors or Officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its Directors or Officers, are directors or officers, or have a financial interest, when such Director or Officer is present at or participates in the meeting of the Board, or the committee of the shareholders which authorizes the contract or transaction or his, her or their votes are counted for such purpose, if:

(a) the material facts as to his, her or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee and are noted in the minutes of such meeting, and the Board or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested Directors, even though the disinterested Directors be less than a quorum, or

(b) the material facts as to his, her or their relationship or relationships or interest or interests and as to the contract or transaction are disclosed or are known to the shareholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the shareholders; or

(c) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee of the shareholder; or

(d) the fact of the common directorship, office or financial interest is not disclosed or known to the Director or Officer at the time the transaction is brought before the Board of Directors of the Corporation for such action.

Such interested Directors may be counted when determining the presence of a quorum at the Board of Directors or committee meeting authorizing the contract or transaction.

ARTICLE 12
ANNUAL LIST OF OFFICERS, DIRECTORS, AND REGISTERED AGENTS

The Corporation shall, within sixty days after the filing of its Articles of Incorporation with the Secretary of State, and annually thereafter on or before the last day of the month in which the anniversary date of incorporation occurs each year, file with the Secretary of State a list of its president, secretary and treasurer and all of its Directors, along with the post office box or street address, either residence or business, and a designation of its resident agent in the state of Florida. Such list shall be certified by an officer of the Corporation.

EXHIBIT 4

50,000,000 AUTHORIZED, PAR VALUE $.001

CERTIFICATE NUMBER   NUMBER OF SHARES

INFORMATION SYSTEMS ASSOCIATES, INC.
INCORPORATED UNDER THE LAWS OF THE STATE OF FLORIDA

CUSIP NUMBER

COMMON STOCK

This certifies that ________________________ is the owner of ________________________ Fully Paid and Non-Assessable Shares of Common Stock Par Value $.001 Per Share, of Information Systems Associates, Inc., transferable only on the books of the Corporation by the holder hereof in person or by duly authorized attorney upon surrender of this certificate properly endorsed. This Certificate is not valid unless countersigned and registered by the Transfer Agent and Registrar.

Witness the facsimile seal of the corporation and the facsimile signatures of its duly authorized officers.

Date

[CORPORATE SEAL]

------------------- ------------------

President Secretary

COUNTERSIGNED:

Transfer Agent and Registrar

Attest:________________________
Authorized Signature

[REVERSE SIDE OF CERTIFICATE]

[STANDARD TRANSFER FORM]

Exhibit 5

JPF Securities Law, LLC
17111 KENTON DRIVE, SUITE 100B
CORNELIUS, NC 28031

April 26, 2007

Information Systems Associates, Inc.
2120 SW Danforth Circle
Palm City FL 34990

Re: Information Systems Associates, Inc., Form SB-2

Ladies and Gentlemen:

We have acted as counsel to In (The "Company") in connection with its filing of the registration statement on Form SB-2 (the "Registration Statement") covering 5,193,834 shares of common stock, $.001 par value (the "Common Stock"), as set forth in the Registration Statement.

In our capacity as counsel to the Company, we have examined the Company's Certificate of Incorporation and By-laws, as amended to date, and the minutes and other corporate proceedings of the Company.

With respect to factual matters, we have relied upon statements and certificates of officers of the Company. We have also reviewed such other matters of law and examined and relied upon such other documents, records and certificates as we have deemed relevant hereto. In all such examinations we have assumed conformity with the original documents of all documents submitted to us as conformed or photostatic copies, the authenticity of all documents submitted to us as originals and the genuineness of all signature on all documents submitted to us.

On basis the forgoing, we are of the opinion that the shares of Common Stock covered by the Registration Statement have been validly authorized and will, when sold as contemplated by the Registration Statement, be legally issued, fully paid and non-assessable;

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference made to us under the caption "Legal Matters" in the prospectus constituting part of the Registration Statement.

Yours truly,

/s/ *Jared Febbroriello*
Jared P. Febbroriello, Esq. LL.M.

Exhibit 10.1

These securities have not been registered with the United States Securities and Exchange Commission or the securities commission of any state because they are believed to be exempt from registration under Regulation D and/or Regulation S promulgated under the Securities Act of 1933, as amended (the "Act"). The foregoing authorities have not confirmed the accuracy or determined the adequacy of this document. Any representation to the contrary is a criminal offense. This subscription agreement shall not constitute an offer to sell nor a solicitation of an offer to buy the securities in any jurisdiction in which such offer or solicitation would be unlawful.

These securities are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the Act, an applicable state securities laws, pursuant to registration or exemption therefrom. Investors should be aware that they will be required to bear the financial risks of this investment for an indefinite period of time. All offers and sales of the herein-described securities by non-U.S. persons before the expiration of a period commencing on the date of the closing of this offering and ending one year thereafter shall only be made in compliance with Regulation S, pursuant to registration under the Act, or pursuant to an exemption from registration, and all offers and sales after the expiration of the one-year period shall be made only pursuant to registration or an exemption from registration. Hedging transactions involving these securities may not be conducted unless in compliance with the Act.

OFFSHORE STOCK PURCHASE AGREEMENT

This Offshore Stock Purchase Agreement (the "Agreement") is entered into this 1st day of November, 2005 (the "Effective Date"), by and between Information Systems Associates, Inc., a Florida corporation ("ISA") and Aquatica Investments, Inc. ("Aquatica"), a Bahamian corporation.

WHEREAS, AQUATICA desires to purchase (three) 3 million shares of restricted common stock of ISA (the "Shares"); and

WHEREAS, ISA agrees to deliver the Shares for the Consideration (as defined below) to be paid by AQUATICA, subject to the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the mutual promises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale. On the basis of the representations and warranties herein contained, subject to the terms and conditions set forth herein, AQUATICA hereby agrees to purchase the Shares at a purchase price of three and a third cents (US$.0333) per share (aggregate sum of $100,000), and ISA hereby agrees to sell the Shares to AQUATICA for such Consideration.

2. Closing. The closing of the purchase and sale contemplated by this Agreement (the "Closing") shall occur upon the transfer of the Consideration to ISA at 2120 Danforth Circle, Palm City, Florida 34990 (the "Corporate Address"). ISA shall deliver the Shares to AQUATICA within 14 days of receiving full payment under this Agreement.

A. Transactions and Document Exchange at Closing. Prior to or at the Closing, the following transactions shall occur and documents shall be exchanged, all of which shall be deemed to occur simultaneously: (1) by AQUATICA: AQUATICA shall deliver, or cause to be deliver, to ISA: (a) the balance of the Consideration (if any); and (b) such other documents, instruments, and/or certificates, if any, as are required to be delivered pursuant to the provisions of this Agreement, or which are reasonably determined by the parties to be required to effectuate the transactions contemplated in this Agreement, or as otherwise may be reasonably requested by ISA in furtherance of the intent of this Agreement; (2) by ISA: ISA shall deliver , or cause the following to be delivered, to AQUATICA: (a) the Shares; and (b) such other documents, instruments, and/or certificates, if any, as are required to be delivered pursuant to the provisions of this Agreement, or which are reasonably determined by the parties to be required to effectuate the transactions contemplated in this Agreement, or as otherwise may be reasonably requested by AQUATICA in furtherance of the intent of this Agreement.

B. Post -Closing Documents. From time to time after the Closing, upon the reasonable request of any party, the party to whom the request is made shall deliver such other and further documents, instruments, and/or certificates as may be necessary to more fully vest in the requesting party the Consideration or the Shares as provided for in this Agreement, or to enable the requesting party t o obtain the rights and benefits contemplated by this Agreement.

C. Payment. AQUATICA will ensure that all payments are forwarded to the Corporate Address.

3. Private Offering. AQUATICA and ISA both understand and agree that the purchase and sale of securities contemplated herein constitutes a private, arms-length transaction between a willing seller and willing buyer without the use or reliance upon a broker, distributor or securities underwriter.

A. Purchase for Investment. Neither AQUATICA nor ISA are underwriters of, or dealers in, the securities to be sold and exchanged hereunder.

B. Investment Risk. Because of ISA's financial position and other factors as disclosed in ISA's business plan (which AQUATICA represents it has received and reviewed), the transaction contemplated by this Agreement may involve a high degree of financial risk, including the risk that one or both parties may lose its entire investment, and both parties hereby agree that they have each undertaken an independent evaluation of the risks associated with the Shares, and both parties understand those risks and are willing to accept the risk that they may be required to bear the financial risks of this investment for an indefinite period of time.

C. Access to Information. AQUATICA and ISA and their advisors have been afforded the opportunity to discuss the transaction with legal and accounting professionals and to examine and evaluate the financial impact of the sale and exchange contemplated herein. AQUATICA acknowledges that it has been furnished with the information required to conform with the provisions of subparagraph (a)(5) of Rule 15c2-11 of the Securities and Exchange Commission.

4. Representations and Warranties of AQUATICA: AQUATICA hereby covenants and represents and warrants to ISA that:

A. Organization. AQUATICA is a corporation validly existing and in good standing under the laws of the Bahamas, with the power and authority to carry on its business as now being conducted. The execution and delivery of this Agreement and the consummation of the transaction contemplated in this Agreement have been, or will be prior to Closing, duly authorized by all requisite corporate action on the part of AQUATICA. This Agreement has been duly executed and delivered by AQUATICA and constitutes a binding and enforceable obligation of AQUATICA.

B . Third Party Consent. No authorization, consent, or approval of, or registration or filing with, any governmental authority or any other person is required to be obtained or made by AQUATICA in connection with the execution, delivery, or performance of this Agreement or the transfer of the Shares, or if any such is required, AQUATICA will have or will obtain the same prior to Closing.

C. Litigation. AQUATICA is not a defendant against whom a claim has been made or a judgment rendered in any litigation or proceedings before any local, state, or federal government, including but not limited to the United States, or any department, board, body, or agency thereof.

D. Authority. This Agreement has been duly executed by AQUATICA, and the execution and performance of this Agreement will not violate, or result in a breach of, or constitute a default in, any agreement, instrument, judgment, order, or decree to which AQUATICA is a party or to which the Consideration is subject.

E. Offshore Transaction. AQUATICA represents and warrants to ISA as follows: (i) AQUATICA is not a "U.S. person" as that term is defined in Rule 902 of Regulation S; (ii) AQUATICA is not, and on the Closing date will not be, an affiliate of ISA; (iii) at the execution of this Agreement, as well as the time this transaction is or was due, AQUATICA was outside the United States, and no offer to purchase the Shares was made in the United States; (iv) AQUATICA agrees that all offers and sales of the Shares shall not be made to U.S. persons unless the Shares are registered or a valid exemption from registration can be relied on under applicable U.S. state and federal securities laws; (v) AQUATICA is not a distributor or dealer; (vi) the transactions contemplated hereby have not been and will not be made on behalf of any U.S. person or pre-arranged by AQUATICA with a purchaser located in the United States or a purchaser which is a U.S. person, and such transactions are not and will not be part of a plan or scheme to evade the registration provisions of the Act; (vii)all offering documents received by AQUATICA include statements to the effect that the Shares have not been registered under the Securities Act of 1933 and may not be offered or sold in the United States or to U.S. Persons (other than distributors as defined in Regulation S) during the Restricted Period unless the Shares are registered under the Securities Act of 1933 or an exemption from registration is available.

The foregoing representations and warranties are true and accurate as of the date hereof, shall be true and accurate as of the date of the acceptance by ISA of AQUATICA's purchase, and shall survive thereafter. If AQUATICA has knowledge, prior to the acceptance of this Offshore Stock Purchase Agreement by ISA, that any such representations and warranties shall not be true and accurate in any respect, AQUATICA prior to such acceptance, will give written notice of such fact to ISA specifying which representations and warranties are not true and accurate and the reasons therefore.

AQUATICA agrees to fully indemnify, defend and hold harmless ISA, its officers, directors, employees, agents and attorneys from and against any and all losses, claims, damages, liabilities and expenses, including reasonable attorney's fees and expenses, which may result from a breach of AQUATICA's representations, warranties and agreements contained herein.

F. Accredited Investor. AQUATICA is an accredited investor as that term is defined in Rule 501(a) of Regulation D promulgated under the Act. AQUATICA further represents and warrants that the information as disclosed in "Exhibit A" attached hereto is true and correct.

G. Beneficial Owner. AQUATICA is purchasing stock for its own account or for the account of beneficiaries for whom AQUATICA has full investment discretion with respect to stock and whom AQUATICA has full authority to bind, so that each such beneficiary is bound hereby as if such beneficiary were a direct signatory hereunder, and all representations, warranties and agreements herein were made directly by such beneficiary.

H. Directed Selling Efforts. AQUATICA will not engage in any activity for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the Shares sold hereunder. To the best of its knowledge, neither AQUATICA nor any person acting for AQUATICA has conducted any "directed selling efforts" as that term is defined in Rule 902 of Regulation S.

I. Independent Investigation; Access. AQUATICA, in electing to purchase the Shares herein, has relied solely upon independent investigation made by it and its representatives. AQUATICA has been given no oral or written representation or warranty from ISA other than as set forth in this Agreement. AQUATICA and its representatives, if any, have, prior to any sale to it, been given access and the opportunity to examine all material books and records of ISA, all material contracts and documents relating to ISA and this offering and an opportunity to ask questions of, and to receive answers from, ISA or any officer of ISA acting on its behalf concerning ISA and the terms and conditions of this offering. AQUATICA and its advisors, if any, have been furnished with access to all publicly available materials relating to the business, finances and operations of ISA and materials relating to the offer and sale of the Shares which have been requested. AQUATICA and its advisors, if any, have received complete and satisfactory answers to any such inquiries.

J. No Government Recommendation or Approval. AQUATICA understands that no United States federal or state agency, or similar agency of any other country, has passed upon or made any recommendation or endorsement of the Shares, or this transaction.

K. No Formation or Membership in "Group." AQUATICA is not part of a "group" as that term is defined under the Act. AQUATICA is not, and does not intend to become, included with two or more persons acting as a partnership, syndicate, or other group for the purpose of acquiring, holding or disposing of securities of the Company.

L. Hedging Transactions. AQUATICA hereby agrees not to engage in any hedging transactions involving the securities described herein unless in compliance with the Act and Regulation S promulgated thereunder.

5. Conditions Precedent to ISA's Closing. All obligations of ISA under his Agreement, and as an inducement to ISA to enter into this Agreement, are subject to AQUATICA's covenants and agreements to each of the following:

A. Acceptance of Documents. All instruments and documents delivered to ISA pursuant to this Agreement or reasonably requested by ISA to verify the representations and warranties of AQUATICA herein, shall be satisfactory to ISA and its legal counsel.

B. Representations and Warranties. The representations and warranties by AQUATICA set forth in this Agreement shall be true and correct at and as of the Closing date, with the same force and effect as though made at and as of the date hereof, except for changes permitted or contemplated by this Agreement.

C. No Breach or Default. AQUATICA shall have performed and complied with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing.

6. Termination. This Agreement may be terminated at any time prior to the date of Closing by either party if (a) there shall be any actual or threatened action or proceeding by or before any court or any other governmental body which shall seek to restrain, prohibit, or invalidate the transaction contemplated by this Agreement, and which in the judgment of such party giving notice to terminate and based upon the advice of legal counsel makes it inadvisable to proceed with the transaction contemplated by this Agreement, or (b) if this Agreement has not been approved and properly executed by the parties by December 1, 2005.

7. Restrictive Legend. AQUATICA agrees that the Shares shall bear a restrictive legend to the effect that transfer is prohibited except in accordance with the provisions of Regulation S, pursuant to registration under the Act, or pursuant to an available exemption from registration, and that hedging transactions involving those securities may not be conducted unless in compliance with the Act.

8. ISA's Obligation to Refuse Transfer. Pursuant to Regulation S promulgated under the Act, ISA hereby agrees to refuse to register any transfer of the Shares not made in accordance with the provisions of Regulation S, pursuant to registration under the Act, or pursuant to an available exemption from registration.

9. Miscellaneous.

A. Authority. The officers of AQUATICA and ISA executing this Agreement are duly authorized to do so, and each party has taken all action required for valid execution.

B. Notices. Any notice under this Agreement shall be deemed to have been sufficiently given if sent by registered or certified mail, postage prepaid, or by express mail service substantially equivalent to Federal Express, addressed as follows

To AQUATICA: Aquatica Investments, Ltd.
____
(offshore address)
Telephone: _________________

To ISA: Information Systems Associates, Inc.
2120 Danforth Circle
Palm City, Florida 34990
Telephone: (772) 286-3682

C. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes any and all prior or contemporaneous representations, warranties, agreements and understandings in connection therewith. This Agreement may be amended only by a writing executed by all parties hereto.

D. Severability. If a court of competent jurisdiction determines that any clause or provision of this Agreement is invalid, illegal or unenforceable, the other clauses and provisions of the Agreement shall remain in full force and effect and the clauses and provisions which are determined to be void, illegal or unenforceable shall be limited so that they shall remain in effect to the extent permissible by law.

E. Assignment. None of the parties hereto may assign this Agreement without the express written consent of the other parties and any approved assignment shall be binding on and inure to the benefit of such successor or, in the event of death or incapacity, on assignor's heirs, executors, administrators, representatives, and successors.

F. Applicable Law. This Agreement has been negotiated and is being contracted for in the United States, State of Florida. It shall be governed by and interpreted in accordance with the laws of the United States and the State of Florida, regardless of any conflict-of-law provision to the contrary. G. Attorney's Fees. If any legal action or other proceeding (including but not limited to binding arbitration) is brought for the enforcement of or to declare any right or obligation under this Agreement or as a result of a breach, default or misrepresentation in connection with any of the provisions of this Agreement, or otherwise because of a dispute among the parties hereto, the prevailing party will be entitled to recover actual attorney's fees (including for appeals and collection and including the actual cost of in-house counsel, if any) and other expenses incurred in such action or proceeding, in addition to any other relief to which such party may be entitled.

H. Counterparts and Facsimile. This Agreement may be executed in any number of identical counterparts (except as to signature only), each of which may be deemed an original for all purposes. A fax, telecopy or other reproduction of this instrument may be executed by one or more parties hereto and such executed copy may be delivered by facsimile or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes.

IN WITNESS WHEREOF, the parties have executed this agreement below.

Aquatica Investments, Ltd.	Information Systems Associates, Inc.
By:_________________	By: ________________________
CEO	Joseph Coschera, President

APPENDIX "A"

PURCHASER REPRESENTATIONS LETTER

[Name]
[Address]
[City, State, Zip]

Dear Sirs:

The undersigned,______________, is, and has been since __________, 2005, the rightful owner of _ shares of Common Stock (the "Shares") of _________ (the “Company”). These Shares were purchased pursuant to an Offshore Securities Purchase Agreement, ("Purchase Agreement") of your design. As the three hundred sixty five (365) day transaction restriction period attendant to the initial issuance of the Shares has expired, the undersigned hereby requests that the Shares be transferred into:

"Street Name" of _____________________________________,

with an address of

The undersigned represents and warrants as follows:

(1)The offer to purchase the Shares was made to it outside of the United States, while the undersigned was, at that time and at the time the Purchase Agreement was executed and delivered, and is now, outside the United States;

(2)It is not a U.S. Person (as such term is defined in Section 902(a) of Regulation S ("Regulation S") promulgated under the United States Securities Act of 1933 (the "Securities Act"); and it has purchased the Shares for its own account and not for the account or benefit of any U.S. person;

(3)All offers and sales by the undersigned of the Shares acquired pursuant to the Purchase Agreement shall be made pursuant to an effective registration statement under the Securities Act or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act;

(4)It is familiar with and understands the terms and conditions and requirements contained in Regulation S;

(5)The undersigned has not engaged in any "directed selling efforts" (as such term is defined in Regulation S) with respect to the Shares; and

(6)The undersigned purchased the Shares with investment intent and at present does not have the intent to sell, dispose of, or otherwise transfer, the Shares.

Dated this ____ day of ___________ 200 _

By: _______________________

These securities have not been registered with the United States Securities and Exchange Commission or the securities commission of any state because they are believed to be exempt from registration under Regulation D and/or Regulation S promulgated under the Securities Act of 1933, as amended (The Act). The foregoing authorities have not confirmed the accuracy or determined the adequacy of this document. Any representation to the contrary is a criminal offense. This subscription agreement shall not constitute an offer to sell nor a solicitation of an offer to buy the securities in any jurisdiction in which such offer or solicitation would be unlawful.

These securities are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the Act, an applicable state securities laws, pursuant to registration or exemption therefrom. Investors should be aware that they will be required to bear the financial risks of this investment for an indefinite period of time. All offers and sales of the herein-described securities by non-U.S. persons before the expiration of a period commencing on the date of the closing of this offering and ending one year thereafter shall only be made in compliance with Regulation S, pursuant to registration under the Act, or pursuant to an exemption from registration, and all offers and sales after the expiration of the one-year period shall be made only pursuant to registration or an exemption from registration. Hedging transactions involving these securities may not be conducted unless in compliance with the Act.

Exhibit 10.2

CONSULTING AGREEMENT

This Agreement (the "Agreement") is made and entered into this 15th day of January, 2006, by and between Information System Associates, Inc., a Florida corporation (the "Company") and all successor corporate entities, and First Alliance Group, Inc., a Nevada limited liability company (the "Consultant"). The Company and the Consultant are hereinafter each referred to as a "Party" and collectively as the "Parties."

PREAMBLE

WHEREAS, the Consultant has substantial experience in the areas of financial consulting and venture capital financing and has a select and limited group of clients;

WHEREAS, the Company desires to retain the Consultant's services and has requested that the Consultant take on the Company as one of its clients; and

WHEREAS, the Consultant is agreeable to provide specific services to the Company and is willing to forego significant other gainful opportunities of a similar nature, all as set forth below in the Agreement.

NOW, THEREFORE, in consideration for the mutual obligations set forth below, the sum of ten dollars ($10.00), and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE ONE
RETENTION, DUTIES, TERM

1.1 *Retention*

The Company hereby engages and retains the Consultant to act as its non-exclusive agent to assist it in developing corporate programs and in structuring corporate transactions and affairs as the Consultant deems necessary to enable the Company to accomplish the objectives set forth in the Company's current business plan, which business plan has been reviewed and discussed by the Parties. The specific duties and responsibilities of the Consultant, however, are set forth below in Article 1.2 and are not enlarged by the general description set forth in this Article 1.1. The Company acknowledges that Consultant is not a member or associated member of the National Association of Securities Dealers ("NASD"), is not registered with any federal or state agency that regulates sellers, advisors or issuers of securities or associated persons, and shall not provide any services to the Company in any of those capacities.

1.2 *Duties of Consultant*

The Consultant's duties, for which it will receive the compensation specified in Article Two of this Agreement are those set forth below and no others:

1.2.1 To make recommendations on and assist in introducing the Company and its business concept to one or more registered NASD member firms, which may assist the Company in selling its common stock.

1.2.2 To introduce the Company to other consultants specializing in various areas of corporate finance and development, shareholder communications and public relations.

1.2.3 To assist the Company in locating an investment source for funding an offering of the Company's securities by introducing the Company to NASD member firms for funding and market-making purposes.

1.2.4 In the event the Company requests that the Consultant render services to it other than those specified above in the Article 1.2, the Company and the Consultant shall use their best efforts to negotiate and enter into a written supplemental agreement setting forth the duties to be performed and the compensation therefore. In the absence of such supplemental agreement, Consultant shall have no additional duties.

1.3 *Term*

The initial term of this non-exclusive Agreement shall be twelve months; however, it shall be automatically renewed for twelve months unless either Party gives to the other, within 15 days prior to the end of the term then in effect, written notice of intention not to renew. Written notice may contain requested modifications to this Agreement, the written and signed acceptance of which by the notified Party shall result in an amendment and extension of this Agreement without requirement for further action.

ARTICLE TWO
CONSULTANT'S COMPENSATION

2.1 *Compensation*

The Consultant's compensation shall be earned at the time this Agreement is signed and Consultant takes on the Company as a client, thereby foregoing other significant gainful opportunities. As compensation for the specific services of Consultant as set forth in Article 1.2 above, the Company shall transfer to the Consultant at the time this Agreement is signed:

- 400,000 (FOUR Hundred Thousand) shares of the Company's common stock (the "Shares"). The Shares shall carry full piggyback registration rights for any registration statements the Company may file under Section 5 of the Securities Act of 1933, as amended, other than Form S-8, subject to reasonable adjustments made by the underwriter for those registration statements.

2.1.2 The Company shall reimburse Consultant for all pre-approved verifiable out-of-pocket expenses of Consultant incurred by it in the course of performing services for the Company under this Agreement. Consultant shall obtain pre-approval from the Company and shall submit receipts to the Company. Company shall make reimbursement within 10 days of submission of receipts by Consultant.

ARTICLE THREE
REPRESENTATIONS AND WARRANTIES

3.1 The Company hereby represents, warrants and covenants that it will disclose to the Consultant without the need for Consultant to make any request all material information relating to the Company's present and future operations and financial condition and that all such information shall be true, and shall not omit any information necessary, in light of the information provided, to render such information not misleading.

3.2 The Parties acknowledge that the shares of common stock issued to Consultant as payment for its services pursuant to this Agreement may be shares of ay successor entity pursuant to a reorganization or merger between the Company and any other entity.

ARTICLE FOUR
MISCELLANEOUS

4.1 *Capacity*

The Company designates and empowers the Consultant to act as its representative for the purposes of performing the Consultant's duties specified in the above sections.

4.2 *Notices*

All notices, demands or other written communications hereunder shall be in writing, and unless otherwise provided, shall be deemed to have been duly given on the first business day after sending by Federal Express or other comparable overnight carrier at senders expense, addressed as follows, with copies to such other addresses or to such other persons as any Party shall designate to the others for such purposes in the manner herein above set forth:

TO CONSULTANT: FIRST ALLIANCE GROUP, INC.
9150 SW 21 Drive
Stuart, Florida 34997

TO THE COMPANY: INFORMATION SYSTEMS ASSOCIATES, INC.
2120 SW Danforth Circle
Palm City, Florida 34990

4.3 *Amendment*

No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the Parties.

4.4 *Entire Agreement/Merger*

This instrument, together with the instruments referred to herein, contains all of the understandings and agreements of the Parties with respect to the subject matter discussed herein. All prior agreements whether written or oral are merged herein and shall be of no force or effect.

4.5 *Survival*

The several representations, warranties and covenants of the Parties contained herein shall survive the execution hereof and shall be effective regardless of any investigation that may have been made or may be made by or on behalf of any Party.

4.6 *Severability*

If any provision or any portion of any provision of this Agreement, other than a conditions precedent, if any, or the application of such provision or any portion thereof to any person or circumstance shall be held invalid or unenforceable, the remaining portions of such provision and the remaining provisions of this Agreement or the application of such provision or portion of such provision as is held invalid and unenforceable to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

4.7 *Governing Law and Venues*

This Agreement shall be construed in accordance with the laws of the State of California without regard to any provisions relating to conflicts of law, and any proceeding arising between the Parties in any matter pertaining or related to this Agreement shall, to the extent permitted by law, be held in Palm Springs, California.

4.8 *Litigation/Attorneys Fees*

In any action between the Parties to enforce any of the terms of this Agreement or any other matter arising from this Agreement, the prevailing Party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees up to and including all negotiations,, trials and appeals, whether or not litigation is initiated.

4.9 *Benefit of Agreement*

The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties, jointly and severally, their successors, assigns, personal representatives, estate, heirs and legatees.

4.10 *Captions*

The captions in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope of this Agreement or the intent of any provisions hereof.

4.11 *Number and Gender*

All pronouns and variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the Party or Parties, or their personal representatives, successors and assigns may require.

4.12 *Further Assurances*

The Parties hereby agree to act, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered and to perform all such acts and deliver all such deeds, assignments, transfers, conveyances, power of attorney, assurances, stock certificates and other documents, as may, from time to time, be required herein to effect the intent and purpose of this Agreement.

4.13 *Construction*

The language in this Agreement is a product of negotiations and shall be construed as a whole according to its fair meaning, without implying a presumption that its terms shall be more strictly construed against either party as drafter of the document.

4.14 *Status*

Nothing in this Agreement shall be construed or shall constitute a partnership, joint venture, employer-employee relationship or lessor-lessee relationship but, rather, the relationship established pursuant hereto is that of principal and independent contractor-agent.

4.15 *Counterparts*

This Agreement may be executed in any number of counterparts. All executed counterparts shall constitute one Agreement notwithstanding that all signatories are not signatories to the original or the same counterpart.

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

Signed, Sealed and Delivered in Our Presence

FIRST ALLIANCE GROUP, INC.

By: */s/ Patrick Doughty*
Patrick Douhgty, Director

INFORMATION SYSTEMS ASSOCIATES, INC.

By: */s/ Joseph Coschera*
Joseph Coschera, President

Exhibit 10.3

November 16, 2005

PERSONAL AND CONFIDENTIAL

INFORMATION SYSTEMS ASSOCIATES, INC.
2120 SW Danforth Circle
Palm City, FL 34990
Attn: Joseph Coschera - President

Dear Mr. Coschera,

This service agreement ("Agreement") confirms the terms and conditions of the exclusive engagement of Greentree Financial Group, Inc. ("Greentree") by Information Systems Associates, Inc. (the "Company") to render certain consulting services to the Company.

1. Services. Greentree agrees to perform the following services:

    (a) Assist with the preparation of Form SB-2, including drafting of the registration statement, reviewing of the Company's corporate documents in preparation for filing the registration statement and answering comments from the Securities and Exchange Commission;

    (b) Assist with the preparation of all required documents in connection with the application for Blue Sky status;

    (c) Assist with EDGARizing the aforementioned document as required by the Securities and Exchange Commission, including any applicable amendments;

    (d) Assist with the preparation of the miscellaneous documents, such as board resolutions.

    (e) Assist with opening a transfer agent account for the Company

2. Fees. The Company agrees to pay Greentree for its services a consulting service fee ("Service Fee") of $60,000 and 350,000 common shares payable as follows: $40,000 in check form due upon signing this Agreement, $20,000 in check form due upon filing of the SB-2 registration statement. The shares will be due upon signing of this agreement and registered in the Form SB-2 registration statement. The cash payment of $60,000 may be paid by a third party if authorized by the Company.

3. Term. The term of this Agreement shall commence on November 16, 2006 and end 120 days from this time (the "Term"). This Agreement may be terminated by the Company with 30 days prior written notice to Greentree. However, any obligation pursuant to this Paragraph 3, and pursuant to Paragraphs 2 (fees), 5 (indemnification), 6 (matters relating to engagement), 7 (governing law), 10 (Non-disclosure) and 11 (miscellaneous) hereof, shall survive the termination or expiration of this Agreement. As stated in the foregoing sentence, the parties specifically agree that in the event the Company terminates this Agreement prior to expiration of the Term, the full Service Fee of $60,000 and 350,000 common shares shall be immediately due and non-refundable.

4. Expenses. The Company agrees to reimburse Greentree for all of its reasonable out-of-pocket fees, expenses and costs (including, but not limited to, legal, accounting, travel, accommodations, telephone, computer, courier and supplies) in connection with the performance of its services under this Agreement, upon prior written approval. All such fees, expenses and costs will be billed at any time by Greentree and are

payable by the Company when invoiced. Upon expiration of the Agreement, any unreimbursed fees and expenses will be immediately due and payable.

5. Indemnification. In addition to the payment of fees and reimbursement of fees and expenses provided for above, the Company agrees to indemnify Greentree and its affiliates with regard to the matters contemplated herein, as set forth in Exhibit A, attached hereto, which is incorporated by reference as if fully set forth herein.

6. Matters Relating to Engagement. The Company acknowledges that Greentree has been retained solely to provide the services set forth in this Agreement. In rendering such services, Greentree shall act as an independent contractor, and any duties of Greentree arising out of its engagement hereunder shall be owed solely to the Company. The Company further acknowledges that Greentree may perform certain of the services described herein through one or more of its affiliates.

The Company acknowledges that Greentree is a consulting firm that is engaged in providing consulting services. The Company acknowledges and agrees that in connection with the performance of Greentree's services hereunder (or any other services) that neither Greentree nor any of its employees will be providing the Company with legal, tax or accounting advice or guidance (and no advice or guidance provided by Greentree or its employees to the Company should be construed as such) and that neither Greentree nor its employees hold itself or themselves out to be advisors as to legal, tax, accounting or regulatory matters in any jurisdiction. Greentree may retain attorneys and accountants that are for Greentree's benefit, and Greentree may recommend a particular law firm or accounting firm to be engaged by the Company and may pay the legal expenses or non-audit accounting expenses associated with that referral on behalf of the Company, after full disclosure to the Company and the Company's consent that Greentree make such payment on its behalf. However, Greentree makes no recommendation as to the outcome of such referrals. The Company shall consult with its own legal, tax, accounting and other advisors concerning all matters and advice rendered by Greentree to the Company, and the Company shall be responsible for making its own independent investigation and appraisal of the risks, benefits and suitability of the advice and guidance given by Greentree to the Company. Neither Greentree nor its employees shall have any responsibility or liability whatsoever to the Company or its affiliates with respect thereto.

The Company recognizes and confirms that in performing its duties pursuant to this Agreement, Greentree will be using and relying on data, material, and other information furnished by the Company, a third party provider, or their respective employees and representatives ("the Information"). The Company will cooperate with Greentree and will furnish Greentree with all Information concerning the Company and any financial information or organizational or transactional information which Greentree deems appropriate, and Company will provide Greentree with access to the Company's officers, directors, employees, independent accountants and legal counsel for the purpose of performing Greentree's obligations pursuant to this Agreement. The Company hereby agrees and represents that all Information furnished to Greentree pursuant to this Agreement shall be accurate and complete in all material respects at the time provided, and that, if the Information becomes materially inaccurate, incomplete or misleading during the term of Greentree's engagement hereunder, the Company shall promptly advise Greentree in writing. Accordingly, Greentree assumes no responsibility for the accuracy and completeness of the Information. In rendering its services, Greentree will be using and relying upon the Information without independent verification or evaluation thereof.

7. Governing Law and Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, including its conflict of laws provisions. All disputes arising out of or in connection with this agreement, or in respect of any legal relationship associated with or derived from this agreement, shall be arbitrated and finally resolved, pursuant to binding arbitration in the Country of United States.

8. No Brokers. The Company represents and warrants to Greentree that there are no brokers, representatives or other persons which have an interest in the compensation due to Greentree from any services contemplated herein.

9. Authorization. The Company and Greentree represent and warrant that each has all requisite power and authority, and all necessary authorizations, to enter into and carry out the terms and provisions of this Agreement and the execution, delivery and performance of this Agreement does not breach or conflict with any agreement, document or instrument (including contracts, wills, agreements, records and wire receipts, etc.) to which it is a party or bound.

10. Non-disclosure All the Terms and Conditions set forth in this contract are regarded as Confidential Subject Matter. Both Greentree and the Company agree to hold in confidence all Confidential Subject Matter; to not disclose any Confidential Subject Matter to any third party; to use Confidential Subject Matter solely for the Project; and to disclose such Confidential Subject Matter only to individuals within receiving Party's organization that are directly involved with the Project on a need-to-know basis.

Unless otherwise specified in writing, all Confidential Subject Matter remains the disclosing Party's property. Upon request of the disclosing Party, the receiving Party agrees to return or destroy all Confidential Subject Matter received from the disclosing Party, except for one copy, which the receiving Party may keep solely to monitor its obligations under this Agreement. The party that violates the term hereto shall indemnify the other party for any damage therefore arises.
10. Miscellaneous. This Agreement constitutes the entire understanding and agreement between the Company and Greentree with respect to the subject matter hereof and supersedes all prior understandings or agreements between the parties with respect thereto, whether oral or written, express or implied. Any amendments or modifications must be executed in writing by both parties. This Agreement and all rights, liabilities and obligations hereunder shall be binding upon and inure to the benefit of each party's successors but may not be assigned without the prior written approval of the other party. If any provision of this Agreement shall be held or made invalid by a statute, rule, regulation, decision of a tribunal or otherwise, the remainder of this Agreement shall not be affected thereby and, to this extent, the provisions of this Agreement shall be deemed to be severable. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. The descriptive headings of the Paragraphs of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

If both parties agree in writing, they can make supplementary agreements for those unsettled issues between them, which signed writings will be binding on both parties.

Please confirm that the foregoing correctly sets forth our agreement by signing below in the space provided and returning this Agreement to Greentree for execution, which shall constitute a binding agreement as of the date first above written.

Thank you. We look forward to a mutually rewarding relationship.

GREENTREE FINANCIAL GROUP, INC.

By:______________________________
Name: R. Chris Cottone
Title: Vice President

AGREED TO AND ACCEPTED

AS OF November 16, 2005:

INFORMATION SYSTEMS ASSOCIATES, INC.

By:_______________________________
Name: Joseph Coschera
Title: President

AGREED TO AND ACCEPTED
AS OF November 16, 2005:

EXHIBIT A: INDEMNIFICATION

The Company agrees to indemnify Greentree, its employees, directors, officers, agents, affiliates, and each person, if any, who controls it within the meaning of either Section 20 of the Securities Exchange Act of 1934 or Section 15 of the Securities Act of 1933 (each such person, including Greentree is referred to as "Indemnified Party") from and against any losses, claims, damages and liabilities, joint or several (including all legal or other expenses reasonably incurred by an Indemnified Party in connection with the preparation for or defense of any threatened or pending claim, action or proceeding, whether or not resulting in any liability) ("Damages"), to which such Indemnified Party, in connection with providing its services or arising out of its engagement hereunder, may become subject under any applicable Federal or state law or otherwise, including but not limited to liability or loss (i) caused by or arising out of an untrue statement or an alleged untrue statement of a material fact or omission or alleged omission to state a material fact necessary in order to make a statement not misleading in light of the circumstances under which it was made, (ii) caused by or arising out of any act or failure to act, or (iii) arising out of Greentree's engagement or the rendering by any Indemnified Party of its services under this Agreement; provided, however, that the Company will not be liable to the Indemnified Party hereunder to the extent that any Damages are found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Indemnified Party seeking indemnification hereunder.

These indemnification provisions shall be in addition to any liability which the Company may otherwise have to any Indemnified Party.

If for any reason, other than a final non-appealable judgment finding an Indemnified Party liable for Damages for its gross negligence or willful misconduct the foregoing indemnity is unavailable to an Indemnified Party or insufficient to hold an Indemnified Party harmless, then the Company shall contribute to the amount paid or payable by an Indemnified Party as a result of such Damages in such proportion as is appropriate to reflect not only the relative benefits received by the Company and its shareholders on the one hand and the Indemnified Party on the other, but also the relative fault of the Company and the Indemnified Party as well as any relevant equitable considerations.

Promptly after receipt by the Indemnified Party of notice of any claim or of the commencement of any action in respect of which indemnity may be sought, the Indemnified Party will notify the Company in writing of the receipt or commencement thereof and the Company shall have the right to assume the defense of such claim or action (including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of fees and expenses of such counsel), provided that the Indemnified Party shall have the right to control its defense if, in the opinion of its counsel, the Indemnified Party's defense is unique or separate to it as the case may be, as opposed to a defense pertaining to the Company. In any event, the Indemnified Party shall have the right to retain counsel reasonably satisfactory to the Company, at the Company's sole expense, to represent it in any claim or action in respect of which indemnity may be sought and agrees to cooperate with the Company and the Company's counsel in the defense of such claim or action. In the event that the Company does not promptly assume the defense of a claim or action, the Indemnified Party shall have the right to employ counsel to defend such claim or action. Any obligation pursuant to this Annex shall survive the termination or expiration of the Agreement.

Exhibit 10.4

CONSULTING AGREEMENT

This Agreement (the "Agreement") is made and entered into this 15th day of November, 2005, by and between Information System Associates, Inc., a Florida corporation (the "Company") and all successor corporate entities, and Real Asset Management, LLC, a Florida limited liability company (the "Consultant"). The Company and the Consultant are hereinafter each referred to as a "Party" and collectively as the "Parties."

PREAMBLE

WHEREAS, the Consultant has substantial experience in the areas of financial consulting and venture capital financing and has a select and limited group of clients;

WHEREAS, the Company desires to retain the Consultant's services and has requested that the Consultant take on the Company as one of its clients; and

WHEREAS, the Consultant is agreeable to provide specific services to the Company and is willing to forego significant other gainful opportunities of a similar nature, all as set forth below in the Agreement.

NOW, THEREFORE, in consideration for the mutual obligations set forth below, the sum of ten dollars ($10.00), and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE ONE
RETENTION, DUTIES, TERM

1.1 *Retention*

The Company hereby engages and retains the Consultant to act as its non-exclusive agent to assist it in developing corporate programs and in structuring corporate transactions and affairs as the Consultant deems necessary to enable the Company to accomplish the objectives set forth in the Company's current business plan, which business plan has been reviewed and discussed by the Parties. The specific duties and responsibilities of the Consultant, however, are set forth below in Article 1.2 and are not enlarged by the general description set forth in this Article 1.1. The Company acknowledges that Consultant is not a member or associated member of the National Association of Securities Dealers ("NASD"), is not registered with any federal or state agency that regulates sellers, advisors or issuers of securities or associated persons, and shall not provide any services to the Company in any of those capacities.

1.2 *Duties of Consultant*

The Consultant's duties, for which it will receive the compensation specified in Article Two of this Agreement are those set forth below and no others:

1.2.1 To make recommendations on and assist in introducing the Company and its business concept to one or more registered NASD member firms, which may assist the Company in selling its common stock.

1.2.2 To introduce the Company to other consultants specializing in various areas of corporate finance and development, shareholder communications and public relations.

1.2.3 To assist the Company in locating an investment source for funding an offering of the Company's securities by introducing the Company to NASD member firms for funding and market-making purposes.

1.2.4 In the event the Company requests that the Consultant render services to it other than those specified above in the Article 1.2, the Company and the Consultant shall use their best efforts to negotiate and enter into a written supplemental agreement setting forth the duties to be performed and the compensation therefore. In the absence of such supplemental agreement, Consultant shall have no additional duties.

1.3 *Term*

The initial term of this non-exclusive Agreement shall be twelve months; however, it shall be automatically renewed for twelve months unless either Party gives to the other, within 30 days prior to the end of the term then in effect, written notice of intention not to renew. Written notice may contain requested modifications to this Agreement, the written and signed acceptance of which by the notified Party shall result in an amendment and extension of this Agreement without requirement for further action. In the event that this Agreement is terminated or expires, Company acknowledges that payments due Consultant are still due pursuant to the terms of this Agreement and that all payments thereby due Consultant for services performed will remain a continuing obligation of the Company.

ARTICLE TWO
CONSULTANT'S COMPENSATION

2.1 *Compensation*

The Consultant's compensation shall be earned at the time this Agreement is signed and Consultant takes on the Company as a client, thereby foregoing other significant gainful opportunities. As compensation for the specific services of Consultant as set forth in Article 1.2 above, the Company shall transfer to the Consultant at the time this Agreement is signed:

- 450,000 (FOUR Hundred Fifty Thousand) shares of the Company's common stock (the "Shares"). The Shares shall carry full piggyback registration rights for any registration statements the Company may file.

2.1.2 The Company shall reimburse Consultant for all pre-approved verifiable out-of-pocket expenses of Consultant incurred by it in the course of performing services for the Company under this Agreement. Consultant shall obtain pre-approval from the Company and shall submit receipts to the Company. Company shall make reimbursement within 10 days of submission of receipts by Consultant.

ARTICLE THREE
REPRESENTATIONS AND WARRANTIES

3.1 The Company hereby represents, warrants and covenants that it will disclose to the Consultant without the need for Consultant to make any request all material information relating to the Company's present and future operations and financial condition and that all such information shall be true, and shall not omit any information necessary, in light of the information provided, to render such information not misleading.

3.2 The Parties acknowledge that the shares of common stock issued to Consultant as payment for its services pursuant to this Agreement may be shares of ay successor entity pursuant to a reorganization or merger between the Company and any other entity.

ARTICLE FOUR
MISCELLANEOUS

4.1 *Capacity*

The Company designates and empowers the Consultant to act as its representative for the purposes of performing the Consultant's duties specified in the above sections.

4.2 *Notices*

All notices, demands or other written communications hereunder shall be in writing, and unless otherwise provided, shall be deemed to have been duly given on the first business day after sending by Federal Express or other comparable overnight carrier at senders expense, addressed as follows, with copies to such other addresses or to such other persons as any Party shall designate to the others for such purposes in the manner herein above set forth:

TO CONSULTANT: REAL ASSET MANAGEMENT, LLC.
1082 SW Keats Avenue
Palm City, Florida 34990

TO THE COMPANY: INFORMATION SYSTEMS ASSOCIATES, INC.
2120 SW Danforth Circle
Palm City, Florida 34990

4.3 *Amendment*

No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the Parties.

4.4 *Entire Agreement/Merger*

This instrument, together with the instruments referred to herein, contains all of the understandings and agreements of the Parties with respect to the subject matter discussed herein. All prior agreements whether written or oral are merged herein and shall be of no force or effect.

4.5 *Survival*

The several representations, warranties and covenants of the Parties contained herein shall survive the execution hereof and shall be effective regardless of any investigation that may have been made or may be made by or on behalf of any Party.

4.6 *Severability*

If any provision or any portion of any provision of this Agreement, other than a conditions precedent, if any, or the application of such provision or any portion thereof to any person or circumstance shall be held invalid or unenforceable, the remaining portions of such provision and the remaining provisions of this Agreement or the application of such provision or portion of such provision as is held invalid and unenforceable to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

4.7 *Governing Law and Venues*

This Agreement shall be construed in accordance with the laws of the State of Florida without regard to any provisions relating to conflicts of law, and any proceeding arising between the Parties in any matter pertaining or related to this Agreement shall, to the extent permitted by law, be held in Palm Beach, Florida.

4.8 *Litigation/Attorneys Fees*

In any action between the Parties to enforce any of the terms of this Agreement or any other matter arising from this Agreement, the prevailing Party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees up to and including all negotiations,, trials and appeals, whether or not litigation is initiated.

4.9 *Benefit of Agreement*

The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties, jointly and severally, their successors, assigns, personal representatives, estate, heirs and legatees.

4.10 *Captions*

The captions in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope of this Agreement or the intent of any provisions hereof.

4.11 *Number and Gender*

All pronouns and variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the Party or Parties, or their personal representatives, successors and assigns may require.

4.12 *Further Assurances*

The Parties hereby agree to act, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered and to perform all such acts and deliver all such deeds, assignments, transfers, conveyances, power of attorney, assurances, stock certificates and other documents, as may, from time to time, be required herein to effect the intent and purpose of this Agreement.

4.13 *Construction*

The language in this Agreement is a product of negotiations and shall be construed as a whole according to its fair meaning, without implying a presumption that its terms shall be more strictly construed against either party as drafter of the document.

4.14 *Status*

Nothing in this Agreement shall be construed or shall constitute a partnership, joint venture, employer-employee relationship or lessor-lessee relationship but, rather, the relationship established pursuant hereto is that of principal and independent contractor-agent.

4.15 *Counterparts*

This Agreement may be executed in any number of counterparts. All executed counterparts shall constitute one Agreement notwithstanding that all signatories are not signatories to the original or the same counterpart.

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

Signed, Sealed and Delivered in Our Presence

REAL ASSET MANAGEMENT, LLC.

By: *<u>/s/ Kirk Haynes</u>*
Kirk Haynes, Manager

INFORMATION SYSTEMS ASSOCIATES, INC.

By: *<u>/s/ Joseph Coschera</u>*
Joseph Coschera, President

Exhibit 10.5

CONSULTING AGREEMENT

This CONSULTING AGREEMENT made this 16th day of November 2006 effective as from January 24, 2006, by and between Simon Goldberg and Razi Mireskandari both partners of Simons Muirhead and Burton Solicitors whose address is 50 Broadwick Street, London, England SW1 United Kingdom (hereinafter referred to as "Consultant") and Information Systems Associates, Inc. a Florida corporation with offices at 2120 Danforth Circle, Palm City, FL 34990 (hereinafter referred to as the "Company")

WHEREAS, the Company desires to obtain the benefit of the services of Consultant to provide the services hereinafter set forth during a one year period commencing January 24, 2006 and ending January 23, 2007 at the rate of compensation set forth herein; and

WHEREAS, the Consultant has agreed to render such services to the Company;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and the acts herein described, it is agreed between the parties as follows:

1. The Company hereby engages and retains Consultant and Consultant hereby agrees to render services and advice to the Company for a one (1) year period commencing January 24, 2006 and ending January 23, 2007.
2. The services to be rendered by Consultant shall consist of giving relevant legal advice and opinions to the Company where Company requires advice under UK law. Consultant shall have the sole discretion as to the form, manner, and place in which said advice shall be given and the amount of time to be devoted to serve under this Agreement. The Company will rely on the Consultant to work as many hours as may be reasonably necessary t o fulfill Consultant's obligations under this Agreement. Except as provided hereinafter, an oral opinion by the Consultant to the Company shall be considered sufficient compliance with the requirements of this paragraph. Consultant shall devote to the Company only such time as it may deem necessary, and when reasonably requested by the Company, and shall not by this agreement be prevented or barred from rendering services of the same or similar nature, as herein described, or services of any nature whatsoever for or on behalf of persons, firms, or corporations other than the Company. The Company recognizes the Consultant provides services to other clients.
3. The Company shall compensate the Consultant by the issuance of 100,000 sharess of its common stock, to be registered under a Registration Statement on Form SB-2 or any other available form as soon as is practicable after the execution and delivery of this Agreement. The Consultant shall pay all "out of-pocket" expenses in connection with the services rendered and shall not be entitled to reimbursement from the Company unless authorized in writing in advance.
4. The Company will not provide support services, including office space and secretarial services, for the benefit of the Consultant.
5. The Consultant and the Company recognize that the Consultant's Services will include working on various projects for the Company where appropriate.
6. It is understood by the parties that the Consultant is as independent contractor with respect to the Company, and not an employee. The Company will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Consultant.
7. The Company recognizes that the Consultant has or may have access to the Company's proprietary information ("Information") which are valuable, special and unique assets of the disclosure of the information, the Consultant agrees that the Consultant will not at any time or in any manner, either directly or indirectly, use any Information for the Consultant's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of the Company. The Consultant will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of the Agreement.
8. The confidentiality provisions of this Agreement shall remain in full force and effect after the

termination of this Agreement.

9. Upon termination of this Agreement, the Consultant shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in Consultant's possession or under Consultant's control and that are the Company's property or relate to the Company's business.
10. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage, prepaid, addressed as follows:

IF for the Company:

Information Systems Associates, Inc.
2120 Danforth Circle
Palm City, FL 34990

Attn. Joseph Coschera

IF for the Consultant:

Simons Muirhead and Burton
50 Broadwick Street
London SW1 England UK

Attn. Mr. Simon Goldberg

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

11. This instrument contains the entire agreement of the parties. There are no representations or warranties other than as contained herein, and there shall not be any liability to Consultant for any service rendered to the Company pursuant to this agreement. No waiver or modification hereof shall be valid unless executed in writing with the same formalities as this Agreement. Waiver of the breach of any term or condition of this Agreement shall not be deemed a waiver of any other subsequent breach, whether of like or of a different nature.
12. The Agreement shall be construed according to the laws of State of Florida as they are applied to agreements executed and to be performed entirely within such Sate and shall be binding upon the hereto, their successors and assigns.

/s/ Simon Goldberg
Simon Goldberg
for and on behalf of Simons Muirhead and Burton

INFORMATION SYSTEMS ASSOCIATES, INC.

/s/ Joseph Coschera, President
Joseph Coschera, President

PALM CITY GATEWAY, INC.

LEASE AGREEMENT

This Lease Agreement, made this June 23rd, 2006 by and between Palm City Gateway, Inc. or its assigns hereinafter called the LESSOR and **Information Systems Associates, Inc. a Florida Corporation located in Palm City, FL**, herein after called the LESSEE, with the following terms and conditions:

1. The LESSOR hereby leases to the LESSEE the suite pictured in Attachment A and described as: Suite Number **200B**, Executive Suites of Stuart, Inc., 901 SW Martin Downs Blvd., Palm City, FL 34990.

The lease term commences on the 1st day of July 2006 and terminates on the 31st day of May 2007. Premises are to be occupied solely for the purpose of conducting the business of: Business Services

Additional lease conditions include: No additional lease conditions.

2. The RENT shall be **$321.82** per month, plus Florida Sales tax, and a Common Area Maintenance (C.A.M.) charge of **$28.96**, payable on the first day of each month. This rent shall include office carpeting, incoming mail service, receptionist services, use of conference room and lounge areas, weekly cleaning and utilities. This rent shall not include optional items such as any in-house secretarial, telephone answering, copy service; fax service, marquee signage, Satellite TV service or Internet service. Such optional items may be available to all tenants at standardized rates.

3. Initial lease execution payment (due when lease is signed) and monthly rental payment both with optional items are explained in Attachment B and summarized here:

BASE RENT DUE FOR FIRST MONTH:	**$321.82**
CAM DUE FOR FIRST MONTH:	**$ 28.96**
Sales Tax due:	**$ 25.84**
Security Deposit:	**$350.78**
Key Deposit: Transferred from previous Lease	**$ 15.00**
First Month phone system:	**$ 35.00**
High Speed Internet Service:	**$ 44.95**
Connection Fee on Telephone & Internet Service	**$200.00**
Less Discount for Taking both Phone's & Internet	**($ 50.00)**
Total Due at Lease Execution:	**$972.35**

4. If default of a 14-day grace period be made in the payment of the above rent or any optional item or service, or any part thereof, or in any of the covenants herein contained to be kept by the LESSEE, it shall be lawful for the LESSOR at any time, at its election, without notice to declare said lease term ended and to re-enter said suite or any part thereof, with or without process of law want to remove LESSEE or any persons or equipment occupying the same; without prejudice to any remedies which might otherwise be used for arrears of rent, and LESSOR shall have at all times the right to distress for rent due and shall have a valid and first lien upon all personal property on the premises which LESSEE owns or may hereafter acquire or have an interest in whether exempt by law or not, as security for payment for the rent herein reserved. In the event that rent or any optional services are not paid in full on or before the due date plus a 14-day grace period, then LESSOR shall apply any payments made by LESSEE to the oldest outstanding charge. LESSOR shall have right to charge the sum of 5% of the amount due when the 14-day grace period expires as a late surcharge. In addition the LESSOR shall have the right to assess a charge of 1.5% interest on any outstanding balance due on the last day of each month and apply the lease deposit to rent upon eviction after any deduction for damage.

5. The LESSEE agrees that should it become necessary for the LESSOR to secure the services of an attorney to enforce any of the provisions of this Lease, which shall include the circumstances when the LESSEE breaks a term of the lease or fails to pay the rent when due, the said LESSEE shall be responsible for any reasonable attorney's fees incurred by the LESSOR whether or not it was necessary for the attorney to institution of legal action.

6. LESSEE will allow LESSOR or any agent of LESSOR duly authorized in writing to enter upon the suite for purposes of inspection at reasonable times and upon reasonable notice and will permit the LESSOR or his agents to show the suite to prospective tenants during LESSEE'S last 45 days of tenancy.

7. The LESSEE has no authority to make any alterations to the suite or to incur any debt or make any charge against the LESSOR or to create any lien upon the leased property for any work done or materials furnished without LESSOR'S express written consent. LESSEE may not obtain local or long distance telephone service except through services provided by LESSOR. LESSEE may not obtain broadband internet service except through services provided by LESSOR.

8. A standard design of tenancy signage has been adopted for the interior and exterior of the suite and LESSEE agrees not to place or permit any identification or other signage in the common areas of the suite that do not conform to the standard design. No exterior signage will be permitted.

9. LESSEE will not permit the suite to be used for any unlawful purpose nor for any purpose other than as hereinbefore specified and will not sublet all or part hereof or assign this lease without LESSOR'S express written consent.

10. LESSOR shall maintain adequate fire extended coverage and liability insurance to cover itself against loss for such insurable perils including furnishings and equipment owned by LESSOR. However, LESSEE shall be responsible for and shall indemnify and hold harmless the LESSOR from all liability and/or loss caused by injury or damage to persons or property owned by LESSEE cause by negligence of LESSEE on or about the suite. LESSEE shall maintain at its expense, fire, water, flood and extended coverage insurance on all of its personal property.

11. LESSEE authorizes LESSOR to conduct a credit investigation and understands the final approval of this Lease Agreement is contingent upon verification of LESSEE'S credit worthiness.

12. The base rent shall increase five percent (5%) each year over the previous year, during the term of this lease.

13. All rent is subject to a monthly Common Area Maintenance Charge (C.A.M.) of approximately 9% of the base rent which will appear on each monthly invoice, here being **$28.96**.

14. SECURITY DEPOSIT. Upon the execution of this Lease, Lessee agrees to pay to LESSOR a Security Deposit of **$350.78** to be held by LESSOR'S as security for the performance by LESSEE'S covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or measure of LESSOR'S damages in case of default by LESSEE. Upon default by LESSEE, LESSOR, from time to time, without prejudice to any other remedy, may (but shall not be required to) apply the Security Deposit against any arrearage of Rent, or optional items or any damage, injury, expense or liability caused to LESSOR by such default on the part of LESSEE. Should all or any portion of the Security Deposit be used for the purposes described above during the Lease Term, and then LESSEE shall remit to LESSOR on the first day of the month following notice of such use the amount necessary to restore the Security Deposit to its original balance. LESSEE'S failure to restore the Security Deposit upon notice from LESSOR shall be a material breach of this Lease.

15. KEYS AND LOCKS. LESSOR shall furnish LESSEE two keys for the suite and a key to enter the building upon receipt of a key deposit of **$15.00**. All keys shall remain the property of LESSOR. No additional locks shall be allowed on any door of the Suite without LESSOR'S written permission, and LESSEE shall not make or permit to be made any duplicate keys. Key deposit will be returned to LESSEE upon termination of this Lease, receipt by

LESSOR of all keys, and receipt of LESSOR the explanation of the combination of all locks for safes, safe cabinets, and vault doors if any in the Suite.

16. GRAPHICS. LESSOR shall provide and install, at LESSEE'S cost, chargeable against any available Lessee improvement allowance, all letters or numerals on doors in the suite at a cost of $40.00. All such letters and numerals shall be in the standard graphics for the Building, and no others shall be used or permitted on the Suite. LESSOR also agrees to provide and install, at a cost of $0.00, a listing on the Building directory board.

17. MOVING OUT. Upon vacating leased suite(s) LESSEE will be charged for any expense incurred by LESSOR to remove equipment or furniture not removed by LESSEE when the LESSEE is not longer in the suite.

18. GOVERNING LAW. This Lease and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida.

19. FORCE MAJEURE. Whenever a period of time is herein prescribed for the taking of any action by Lessor, Lessor shall not be liable for, and there shall be excluded from the computation of such period of time, and delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any act, omission, delay, or neglect of Lessee or any of Lessee's employees or agents, or any other cause whatsoever beyond the control of Lessor.

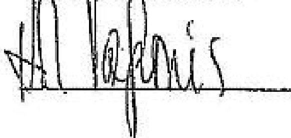
20. Current Building Rules and Regulations, which are subject to change during the lease term, are in Attachment C.

21. Other terms and conditions:

LESSEE has the right to re-carpet the office at their own expense upon commencement of the lease.

In Witness Whereof, the parties hereto have hereunder placed their hands and seals.

Witness to LESSOR:

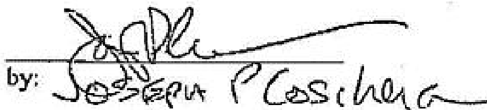


Executive Suites of Stuart, Inc.

Chuck Clark

Witness to LESSEE:

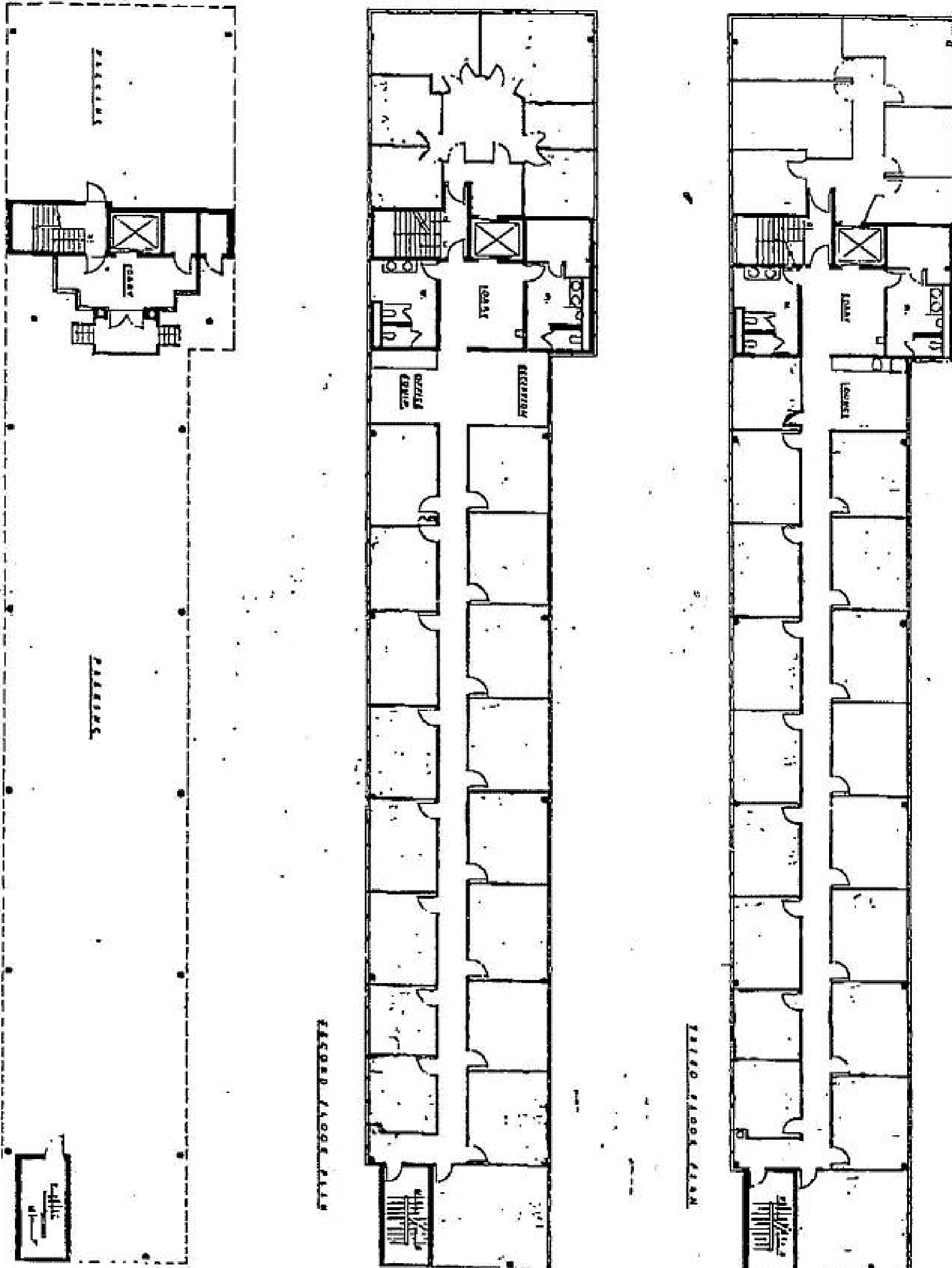
Tennant Name: Joe Coschera



by:

ATTACHMENT A

The building floor plan with the leased suite highlighted.



Executive Suites of Stuart, Inc. 901 Martin Downs Blvd, Palm City Fl 34990
Tel: 1 772 221 1033 Fax: 1 772 221 1960

ATTACHMENT C
Building Rules and Regulations

1. No smoking is allowed in the building. In addition, no smoking is allowed on the roof or from the roof doorway.

2. Walking on the roof is strictly not allowed because of damage to the surface of the roof.

3. No portion of LESSEE'S suite or the building shall at any time be used or occupied as sleeping or lodging quarters.

4. Common areas are for use by tenants and, on occasion, small numbers of guests. Events in a suite or in the conference room for more than 8 attendees require prior approval by the management. The use of facilities by invited guests (clients, customers, etc.) must not disturb the general operation and tranquility of the office environment:

   - The conference room is available on a first come first served basis for the occasional use by tenants for small groups of up to eight invited guests (clients, customers, etc.) in the event the tenant suite is not large enough.
   - A tenant may not schedule an event that disturbs the general operation of the building. Large events create parking problems, strain the capacity of our restrooms, cause a disturbance for other tenants and disturbs the general operation of the building. Tenants may not invite large numbers of guests during the day except rarely and with explicit written permission of the management.
   - Tenants may not cater events at the building. There are simply not facilities to support such activities.
   - The reason for the visit by the invited guests must be consistent with the operation of the business of the tenant as specified in the lease.

   These rules can be relaxed somewhat for evening meetings with written permission of the management.

5. Building hours of operation are 6 AM to 11 PM each day. Parking lots light will go off at 11 PM. The yellow security lights will stay on all night.

6. Coffee is provided to tenants and guests free of charge. Each Friday morning tenants are invited to join us for bagels (on us) in the kitchen on the third floor.

EXECUTIVE SUITES OF STUART, INC.

DSL SERVICE FOR HIGH SPEED INTERNET ACCESS

June 27, 2006

Role of DSL Service:

Executive Suites of Stuart, Inc. provides very robust high-speed internet access (DSL) to our tenants. Our service includes DSL service from two different DSL vendors with hardware in our facility to do load balancing and automatic roll over in the event of a service outage from one of the DSL vendors. This means better throughput during routine operations and continued service to the entire building even in the event one of the DSL vendors experiences an outage.

We provide this service at a very attractive price. Prices for DSL service in the market place range from $50 to $80 per month or higher, without roll over or load balancing. Our cost to a tenant is $29.95 per month.

The reason for this is that we view robust high-speed internet access as one of the attractive services that keeps our building full.

Service and Support:

The initial setup fee for DSL service of $100 includes reasonable efforts on our part to install the service on a single tenant computer. All subsequent issues with connecting to the internet are the responsibility of the tenant unless the problem is an Executive Suites problem or a problem with the DSL service providers (the vendors to Executive Suites). Problems such as:

- Connecting a second computer to the internet
- Connecting a new computer to the internet
- Re-configuring because some program you installed disrupts the connection

are not the responsibility of Executive Suites. We will be happy to help at the service rate of $60 per hour with a minimum charge of 15 minutes.

Executive Suites of Stuart, Inc. 901 Martin Downs Blvd, Palm City Fl 34990
Tel: 1 772 221 1033 Fax: 1 772 221 1960

Exhibit 10.7

Ex 10.7

OFFICE LEASE AGREEMENT

1. PARTIES. The LANDLORD is: The William B. Wilcox Trust, with a mailing address at P.O. Box 308, Palm City, Florida 34991; and the TENANT is: Joseph Mascher dba Information Systems Assoc. INC with a mailing address at 2120 SW Danforth Circle, Palm City, FL

2. PREMISES AND USE. Subject to the terms of this Lease, the LANDLORD leases to TENANT Suite No. E (the "Premises") of the Mapp Center Profession Building located at 1151 SW 30th Street, Palm City, Florida. The Premises consist of 1208 square feet.

The Premises will be used by TENANT as a professional office for Consulting and for no other use or purpose without the LANDLORD'S prior written consent.

3. TERM. The term of this lease is ONE (1) years and will commence on the date hereof, and expire on the 31 day of May, 2008 (the "term" or "initial lease term"), unless terminated earlier as provided herein. The TENANT shall be granted possession of the Premises on ~~, 200~~ Upon presentation of proof of insurance

4. RENT.

A. Commencing on the first day of JUNE 2007, and on the first day of each month thereafter, the TENANT shall pay to LANDLORD, in advance, the sum of Fourteen Hundred Dollars ($1400.00) per month, plus all applicable tax as provided below. Rent shall be increased each "lease year" (twelve month period) as provided below.

~~B. Commencing on the first day of the second lease year and on each subsequent lease year, rent shall increase $1/per square foot of the leased premises per year.~~

C. All payments shall be made without offset and demand. Rent shall be paid to LANDLORD at PO Box 308 Palm City, Florida, or such other place as LANDLORD may direct.

D. The TENANT shall pay as additional rent all sales and use taxes and any subsequent taxes, charges, assessments, fees or impositions imposed by law on this lease or the rents payable under this lease. Payments shall be due with the monthly payment of rent.

E. Rent not paid within five (5) days of the date due shall be subject to a late fee equal to ten percent (10%) of the payment due, plus interest at twelve percent (12%) per annum. Returned checks from the bank must be covered by cash, cashier's check, or money order plus a $75.00 returned check charge. This payment is

due at the time the check is redeemed. All legal expenses incurred in collecting funds covered by a returned check will be charged to the TENANT.

F. Commencing on first month of the second lease year, the Tenant shall pay to the LANDLORD the TENANT"S pro-rata share of the increase in the LANDLORD'S taxes and insurance for the Building. The increase is the difference between the amount of the LANDLORD'S taxes and insurance for second lease year (and thereafter) less the cost of the LANDLORD'S taxes and insurance paid for the first lease year. The TENANT'S pro-rata share shall be a fraction, the numerator of which will be the square footage of the Premises, and the denominator of which will be the square footage of the Mapp Center Professional Building. Upon thirty days notice to the TENANT, the TENANT shall pay 1/12th of its pro-rata share of the increase in taxes and insurance in equal monthly payments as "Additional Rent" with the monthly rent.

G.. The terms "rent" or "Rent" mean base rent, additional rent and any other sums due from TENANT under this Lease. All Rent must be paid in United States currency without demand, setoff, or deduction, at LANDLORD'S address provided in section 1, or to any person and place designated in writing by LANDLORD, time being of the essence.

5. SECURITY DEPOSIT. LANDLORD acknowledges receipt of $1400.00 from TENANT as security for the faithful performance by TENANT of the obligations under this Lease. TENANT may not apply the security deposit as rent. If LANDLORD applies the security to payment of any sum that TENANT is obligated to pay, TENANT will restore the full amount so applied on LANDLORD'S demand. If TENANT fully performs the obligations under this lease, LANDLORD will repay the security to TENANT, subject to claims, if any, of LANDLORD.

6. UTILITIES. TENANT shall pay for its own electric, telephone and cable services. Tenant shall pay its share of the water bills within three (3) calendar days after receipt of the bill from Landlord. TENANT shall a late fee of $10.00 per day for each day the payment for the water bill is late. If the water bill remains unpaid for ten days past its due date, then the TENANT will, in addition to the late fee, pay the LANDLORD a collection fee of $75.00. I Utilities. LANDLORD shall not be liable for, and TENANT shall not be entitled to an abatement or reduction of rent for, for interruption or failure of utility service.

7. ASSIGNMENT AND SUBLETTING. TENANT may not assign this lease in whole or in part or sublet all or any part of the premises without first obtaining LANDLORD'S written consent.

8. COMPLIANCE WITH REGULATIONS. TENANT, at its own expense,

must comply with all governmental laws, rules, and regulations, including those applicable to the use and occupancy of the premises by TENANT.

9. PERSONAL PROPERTY. TENANT shall be solely responsible for all personal property placed in the Premises, or in any other portion of said building, which shall be at the sole risk of the Tenant or the parties owning said property, and the Landlord shall in no event be liable for loss, destruction, theft, or damage to such property.

9. IMPROVEMENTS AND CASUALTY.

A. TENANT hereby accepts the Premises in "As is" condition. Tenant shall not make any alterations, installations, additions or improvements to the Premises (the "alterations"), without Landlord's prior written consent. If approved by Landlord, then all such alterations shall be done at Tenant's sole cost and expense. All alterations made upon the Premises, except movable office furniture put in at the expense of Tenant, shall be the property of Landlord and shall remain upon and be surrendered with the Premises at the expiration or termination of this Lease or, if Landlord shall so request, be removed prior to the expiration or termination of this Lease at Tenant's expense and the Premises restored to its original condition, excluding normal wear and tear to carpet, paint, and general use of facility.

B. If a portion of the Premises are damaged by casualty which renders the Premises untenantable, LANDLORD will notify TENANT within sixty (60) days after the date of casualty, it the LANDLORD intends to restore the Premises. If LANDLORD elects not to restore the Premises, then this Lease shall be cancelled and terminated as of the date of such casualty. If LANDLORD elects to restore the Premises, then this Lease shall continue in full force and effect and LANDLORD will cause the repairs and restorations to be made in a timely and good and workmanlike manner, and the TENANT shall not abate rent.

10. INDEMNITY. The Tenant agrees that the Landlord shall not in any way be responsible for any damage or injury to the person or property of Tenant or his agents, guests or invitees incurred on or about the Premises for any reason whatsoever, and Tenant agrees to indemnify, save and hold Landlord harmless from any of and all liability, losses, costs, damages, or expenses, including attorneys' fees and costs, that LANDLORD may incur with respect to any claim or demand arising out of the use or occupancy of the Premises by TENANT.

11. INSURANCE. During the term of this Lease and any renewals of the term, TENANT will obtain and maintain in good standing, at TENANT'S expense:

A. Public liability and employer's liability insurance with minimum limits of $1 million for bodily injury or death of one person, $1 million for bodily injury or death to more than one person in one accident, and $1,000,000 for property damage;

B. Business auto liability covering owned, non-owned and hired vehicles with a limit of not less than $1,000,000 per accident;

C. Insurance protecting against liability under Workers Compensation laws with limits at least as required by law;

D. Property damage liability insurance covering the TENANT'S personal property located within or on the Property.

E. Each insurance company and the terms of the policy, including deductible amounts, are subject to LANDLORD'S approval. LANDLORD will be named as an additional insured on TENANT'S insurance policy (except for Worker's compensation). No insurance provided under this lease will be subject to cancellation or reduction of limits unless at least 30 days' notice is given to LANDLORD. Certificates of all policies evidencing the insurance required must be delivered to LANDLORD. A copy of each receipted payment must be furnished to LANDLORD at least 10 days before each lease renewal date.

12. CONSTRUCTION LIENS. LANDLORD'S interest in the premises and the underlying fee is not subject to any lien for improvements to the premises undertaken by TENANT whether or not such improvements were made with the consent of LANDLORD. If any lien or claim of lien is filed against the premises as a result of any act of TENANT, TENANT must transfer the lien to deposit or bond as provided by law within 15 days after the lien or claim of lien was filed.

13. REPAIRS AND MAINTENANCE.

A Except for LANDLORD'S obligations as stated in paragraph B below, during the term of this Lease the TENANT, at TENANT'S expense, will repair and maintain in good condition the interior and exterior of the Premises, together with all electrical, plumbing (up to the main line), heating, *air conditioning, doors, locks, and door frames, plate glass, and other glass, all in good order and repair, to replace any such items with materials of like kind and quality, and Tenant will surrender the Premises at the expiration of the term, or at such other time as it may vacate the Premises, with such items repaired or replaced and in as good condition as that on the commencement date.

* AC shall be cleaned & maintained by tenant at Tenant's expense.
" Any repairs or replacement shall be at Landlord's expense

B.LANDLORD'S shall repair and maintain the structural portions of the roof, walls and foundation of the Premises. By taking possession of the Premises, the TENANT accepts them as being in good order, condition and repair.

15. DEFAULT. Time is of the essence in the performance of this lease, and TENANT will be deemed in default if:

A. TENANT fails to pay rent within 10 days after the payment is due; or

B. TENANT fails to perform or observe any of TENANT'S agreements or conditions of this lease other than the payment of rent, for 15 days after demand for performance by LANDLORD; or

C. TENANT shall become insolvent, admit in writing its inability to pay its debts generally as they become due, file a petition in bankruptcy or a petition to take advantage of any insolvency statute, make an assignment for the benefit of creditors, or file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws, as now in effect or hereafter amended; or

D. A court of competent jurisdiction shall enter an order, judgment or decree adjudicating TENANT bankrupt, or appointing a receiver of TENANT, or approving a petition filed against TENANT seeking reorganization or arrangement of TENANT under the bankruptcy laws of the United States, and such order, judgment or decree shall not be vacated or set aside or stayed within thirty (30) days from the date of entry thereof.

16. REMEDIES. If TENANT defaults, LANDLORD may exercise any or all of the following remedies in addition to all other remedies provided by law:

A. Accelerate the maturity of all rent due and to become due during the remainder of the term;

B. Terminate this lease, and/or TENANT'S right to possession under this Lease without terminating the Lease;

C. Recover the cost of collection and enforcement of this lease, including reasonable attorneys' fees and costs (pre-trial, trial and appeal), whether or not action is instituted.

17. GENERAL.

A. Notices. All notices required by this lease or otherwise given by one party to the other must be in writing and delivered by personal delivery or by certified or registered mail. Notices to LANDLORD must be delivered to LANDLORD'S address provided in

section 1, and to TENANT at the premises. LANDLORD may change its address from time to time by giving written notice to TENANT of the change.

B. Entire Agreement. This lease contains the entire agreement of the parties. There are no express or implied warranties or covenants that are not contained in this lease. No agreement to modify this lease will be effective unless in writing and executed by the party against whom the modification is sought to be enforced.

C. Parties Bound. This lease is binding on and inures to the benefit of the parties and their respective successors. Whenever the context requires, the singular includes the plural, and the masculine includes the feminine and neuter.

D. Estoppel and Subordination of Lease. TENANT agrees that, within ten (10) days after written request, that it will sign and execute a statement of the status of this Lease, setting forth either that it is in full force and effect unmodified, or if modified, setting forth the substance of such modification agreement. TENANT agrees that this Lease is subordinate to the lien of any mortgage now or hereafter encumbering the Property, and at the request of LANDLORD, TENANT agrees to execute a document evidencing such subordination within ten (10) days after written request therefor.

E. Hazardous Substances. TENANT covenants and agrees to comply with all applicable environmental and other federal, state and local governmental statutes, ordinances, rules and regulations relating to the presence of hazardous substances, hazardous wastes, pollutants and contaminants.

F. Radon Gas. Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health department. This notice is given pursuant to Florida Statutes Sec. 404.056(6).

G. Brokers. TENANT represents to LANDLORD that it has not consulted or negotiated with any real estate broker or finder with regard to this Lease, except for SLC Commercial - Lois Maltese

H. Parking. TENANT may park its vehicles and trucks on the grounds of the Property in areas to be designated by LANDLORD and provided that such parking does not violate zoning laws.

I. Re-Entry. LANDLORD reserves the right to re-enter the

Premises to inspect the same, to show the Premises to prospective purchasers, mortgages or TENANT'S, and to alter, improve or repair the Premises and any portion of the Building.

J. Sale by LANDLORD. In the event of a sale or conveyance by LANDLORD of the Building or Property, the same shall operate to release LANDLORD from any future liability upon any of the covenants or conditions, express or implied, contained in this Lease, and in such event, the TENANT agrees to look solely to the successors in interest of LANDLORD.

K. Surrender. At the end of the initial or renewal term of this Lease, or sooner termination, TENANT will peacefully deliver up to the LANDLORD possession of the Premises, together with all improvements or additions to the Premises, broom clean and free of all debris, excepting only ordinary wear and tear and damage by fire or other casualty. The TENANT agrees that upon surrender or abandonment of the Premises, that the Landlord shall not be liable or responsible for storage or disposition of the Tenant's personal property.

L. If TENANT does not surrender possession of the Premises at the expiration of the term of the Lease, then TENANT shall be considered a hold over tenant and a tenant at sufferance and be liable to the LANDLORD for rent equal to two times the rental amount due prior to the expiration of the Lease.

M. Governing Law and Venue. This Agreement shall be interpreted and governed by the laws of the State of Florida. Venue shall be in Martin County, Florida.

EXECUTED at Palm City, Martin County, Florida, as of the 5 day of APRIL, 2007

LANDLORD:

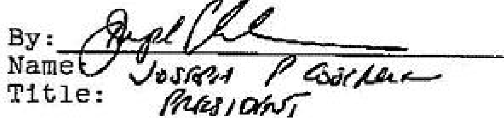
THE WILLIAM B. WILCOX TRUST

Susan Wilcox Ballard, Trustee

Christina Mitchell, Trustee

TENANT:

INFORMATION SYSTEMS ASSOCIATES, INC



By:
Name: JOSEPH P COUGHLIN
Title: PRESIDENT

RIDER FOR OPTION TO RENEW:

OPTION TO RENEW: Provided TENANT is not in default under the Lease and has not been in default during the initial lease term, the TENANT may extend the term of this lease for Twelve (12) months (the "extended term") by giving LANDLORD written notice of TENANT'S election to extend the term of the Lease.

The notice must be given to the LANDLORD not less than four (4) months from the expiration date of the initial lease term, time being of the essence. During the extended term, the Rent shall be adjusted as provided below and all other terms and conditions of the Lease shall remain in full force and effect.

Commencing on the first day of the ~~second lease year of the~~ renewal term ~~and on each subsequent lease year~~, rent shall increase $1/per square foot of the leased premises per year. TENANT shall continue to pay rent on a monthly basis, payable on the first day of each month, in advance.

8

LEASE GUARANTY AGREEMENT

Whereas, The William B. Wilcox Trust, as Landlord ("Landlord") and Joseph A Coschera 'BA Information Systems Assoc, INC, a Florida corporation, as Tenant ("Tenant") entered into a Lease Agreement (the "Lease") dated APRIL 5, 2007 for certain premises known as Suite E, 1151 SW 30th Street, Palm City, Florida (the "Premises");

Whereas, the undersigned (jointly and severally, the "Guarantors") have a financial interest in the business operation of the Tenant and have requested the Landlord to execute and deliver the Lease to the Tenant on the condition that the Guarantors execute this Guaranty Agreement; and

Whereas, to induce Landlord to enter into the Lease with the Tenant, the Guarantors have agreed to enter into this Guaranty;

NOW THEREFORE, in consideration of the execution and delivery of the Lease by the Landlord, and for other valuable consideration, receipt of which is hereby acknowledged by the Guarantors, it is agreed as follows:

1. The undersigned Guarantors, jointly and severally, do guarantee to the Landlord, its successors and assigns and to any mortgagee holding a mortgage upon the interest of Landlord in the Property, the due and punctual payment of all rent payable under the Lease, and each and every installment thereof, additional rent, as well as the full and prompt and complete performance by the Tenant of all and singular of its covenants, conditions and provisions in the Lease to be kept, observed or performed by Tenant, for the full term of the Lease and any extensions thereof. The above stated guarantee has the same force and effect as if the Guarantors were named as Tenants in the Lease.

2. The Guarantors, jointly and severally, agree to pay on demand all amounts at anytime in arrears and will make good any and all defaults of the Tenant under the Lease.

3. This Guaranty shall be absolute, continuing and unlimited, and the Landlord shall not be required to take any proceedings against the Tenant, or give any notice to the Guarantors before the Landlord has the right to demand payment or performance by the Guarantors. This Guaranty and the liability of the Guarantors hall in no wise be impaired or affected by any assignment which may be made of the Lease, or any subletting thereunder, or any extension(s) of the payment of any rental or any other sums to be paid by Tenant, or by any forbearance or delay in enforcing any of the terms, conditions, covenants or provisions of the Lease, or any amendment or modification thereof.

4. The liability of the Guarantors shall not be deemed to be waived, released, discharged. impaired or affected by reason of the release or discharge of the Tenant in any creditors, receivership, bankruptcy , reorganization, or other proceedings, or the rejection or disaffirmance of the Lease in any proceedings, or if the Lease is amended, modified or renewed without the Guarantor's consent.

5. This Guaranty shall not be modified or amended unless in writing and signed by each of the Guarantors and the Landlord.

6. All the terms, agreements and conditions of this Guaranty shall be joint and several, and shall extend to and be binding upon the undersigned, their heirs, executors, administrators and assigns, and shall inure to the benefit of the Landlord, their heirs, successors and assigns, and to any future owner and mortgagee of the Property.

5th day of April, 2007.

Name: Joseph P Coschera
Address: 2120 SW Danforth Circle
Palm City FL

Name:
Address:

SPECIAL LEASE PROVISIONS

1. Tenant shall be granted a second option to renew under all terms and conditions as the first "extended term" except that the rent shall be adjusted to market rate as of that date

2. Tenant shall be allowed the use of certain personal property (which shall be listed on separate agreement) during the term of this lease

LANDLORD:
The William B. Wilcox Trust

____
Susan Wilcox Ballard, Trustee

[signature]
Christina Mitchell, Trustee

TENANT:

By: [signature]
Name: Joseph P. Costa
Title: President

Exhibit 23.2

CONSENT OF INDEPENDENT AUDITOR

Lake & Associates CPA's LLC

Certified Public Accountants

The Board of Directors

Information Systems Associates, Inc.

Gentlemen:

This letter will authorize you to include the Audit of your company dated March 26, 2007 for the year ended December 31, 2006 in the Registration Statement Form SB-2 to be filed with the Securities and Exchange Commission.

Yours Truly,

/s/ Lake & Associates CPA's LLC
Lake & Associates CPA's LLC

April 27, 2007