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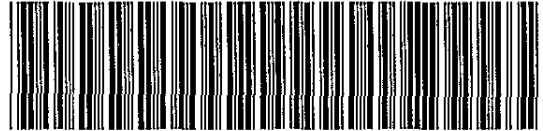
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Special Instructions to Filing Officer:

Barbara Lee gave authorization
for correct corporate
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KRB 8/29

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FILED
03 AUG 22 AM 10:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Share exchange
KRB 8/28

Barbara Lee
blee@ottolaw.com

August 21, 2003

VIA OVERNIGHT COURIER

Florida Department of State
Division of Corporations
409 E. Gaines St.
Tallahassee, FL 32399

**Re: The Children's Safety Network, Inc.'s Articles of Exchange (the
"Articles of Exchange")**

Dear Sir or Madam:

On behalf of our client, The Children's Safety Network, Inc., a Florida corporation, enclosed please find an original and duplicate Articles of Exchange, a check in the amount of Seventy Dollars (\$70.00) for the filing fee, and a self-addressed postage-prepaid envelope. Please file one Articles of Exchange and return the other conformed in the self-addressed postage-prepaid envelope provided for your convenience.

Should you have any questions or comments, please contact me. Thank you for your assistance in this matter.

Regards,

Barbara Lee

Barbara Lee
Paralegal

Enclosures

**ARTICLES OF EXCHANGE
OF
NATIONAL INSTITUTE FOR SCHOOL & WORKPLACE SAFETY, INC.
AND
THE CHILDREN'S SAFETY NETWORK, INC.**

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105 of Florida law, the corporations described herein, desiring to effect a share exchange set forth the following facts:

ARTICLE I

The name and jurisdiction of organization of each constituent entity is: (i) National Institute for School & Workplace Safety, Inc., a Nevada corporation ("NIFW"), and (ii) The Children's Safety Network, Inc., a Florida corporation ("CSN").

ARTICLE II

A share exchange agreement (the "Share Exchange Agreement") has been adopted by each constituent entity. The Share Exchange Agreement is set forth in Exhibit A, which is attached hereto and made a part hereof.

ARTICLE III

The Share Exchange Agreement was submitted to the stockholders of NIFW. The total number of undisputed votes cast for the Share Exchange Agreement by the owners of common stock of NIFW was 50,400,000, which equaled 93% of the issued and outstanding voting securities of NIFW and was sufficient for approval by the owners of that class.

ARTICLE IV

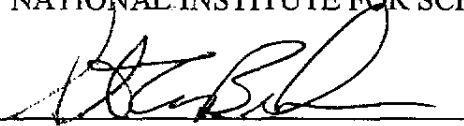
The Share Exchange Agreement was submitted to the stockholders of CSN. The total number of undisputed votes cast for the Share Exchange Agreement by the owners of common stock of CSN was 7,298,187, which equaled 55.3% of the issued and outstanding voting securities of CSN and was sufficient for approval by the owners of that class.

ARTICLE V

These Articles of Exchange will be effective upon filing.

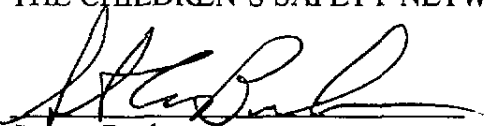
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NATIONAL INSTITUTE FOR SCHOOL & WORKPLACE SAFETY, INC.

A handwritten signature in black ink, appearing to read 'Steve Burhoe', written over a horizontal line.

Steve Burhoe
Secretary

THE CHILDREN'S SAFETY NETWORK, INC.

A handwritten signature in black ink, appearing to read 'Steven Burhoe', written over a horizontal line.

Steven Burhoe
Secretary

Exhibit A

Share Exchange Agreement

SHARE EXCHANGE AGREEMENT

This Share Exchange Agreement ("Agreement") is entered into this 22nd day of November, 2002 (the "Execution Date") by and among The Children's Safety Network, Inc., a Florida corporation ("CSN"), and National Institute for School & Workplace Safety, Inc., a Nevada corporation ("NSWS").

RECITALS

A. NSWS wishes to acquire from the CSN Shareholders, on the terms and conditions set forth in this Agreement, all of the issued and outstanding shares of CSN.

B. NSWS desires to exchange 5,109,220 of its shares (the "NSWS Shares") for 5,109,220 shares of the common stock of CSN (the "CSN Shares") so as to accomplish and effect a share exchange under the corporation law of Nevada.

C. No later than thirty (30) days after NSWS becomes listed and is available for trading on the over-the-counter electronic quotation system for equities and bonds known as the pink sheets (the "Pink Sheets") (the "Closing Date"), CSN and NSWS shall effect a 1:1 share exchange in which the NSWS Shares shall be exchanged for the CSN Shares.

D. It is the intent of the parties that the share exchange qualify as a corporate reorganization under Section 368(a)(1)(B) of the Internal Revenue Code of 1986, as amended (the "Code").

Accordingly, the parties agree as follows:

1. SHARE EXCHANGE.

1.1 Exchange of NSWS Shares. Subject to the terms and conditions of this Agreement, on the Closing Date, the NSWS Shares shall automatically be exchanged for the right to receive that number of the CSN Shares determined by application of the Exchange Ratio described in Section 1.3 (the "Share Exchange"). On the Closing Date and upon the effectiveness of the Share Exchange, CSN shall be deemed to be the holder of record of all the NSWS Shares, and NSWS shall continue to be governed by the laws of the State of Nevada.

1.2 Articles of Exchange. The Share Exchange shall be effectuated on the Execution Date pursuant to the Articles of Exchange ("Articles of Exchange") filed in accordance with applicable provisions of the corporation law of the State of Nevada. The Articles of Exchange shall be filed with the Nevada Secretary of State together with any other filings or recordings required by Nevada law in connection with the Share Exchange as soon as practicable after the Closing Date.



1.3 Exchange Ratio. On the Closing Date, the CSN Shares shall, by virtue of the Share Exchange and without any action on the part of the NSW Shareholders, be cancelled and extinguished and automatically converted into the right to receive the NSW Shares on a 1:1 basis (the "Exchange Ratio"). Each certificate evidencing ownership of the CSN Shares outstanding immediately prior to the Closing Date shall, immediately after the Closing Date, be exchanged for a certificate or certificates evidencing ownership of the applicable number of the NSW Shares. The Exchange Ratio shall be adjusted to reflect appropriately the effect of any stock split, reverse stock split, stock dividend (including any dividend or distribution of securities convertible into or exercisable for CSN Common Stock), reorganization, recapitalization, reclassification or other like change with respect to CSN Common Stock occurring on or after the date hereof and prior to the Closing Date.

2. **CLOSING AND CLOSING DOCUMENTS.**

2.1 Date, Time and Place of Closing. The closing of the Share Exchange contemplated by this Agreement shall take place on or about January 2, 2003, to be held at the offices of The Otto Law Group, PLLC, 900 Fourth Avenue, Suite 3140, Seattle, Washington 98164.

2.2 CSN Shareholders Closing Documents. At the Closing, the CSN Shareholders shall deliver or cause to be delivered to or at the direction of NSW the following documents (collectively, the "CSN Shareholders Closing Documents"):

2.2.1 CSN Share Certificates. Certificates, executed in blank by the CSN Shareholders, or accompanied by assignments separate from certificate executed by the CSN Shareholders, representing all of the CSN Shares;

2.2.2 Good Standing Certificates. A certificate issued by the Florida Secretary of State indicating that CSN is qualified and in good standing within such jurisdiction;

2.2.3 CSN Officer's Certificate. A certificate dated as of the Closing Date executed by a duly authorized officer of CSN certifying that all necessary actions have been taken by CSN's shareholders and directors to authorize the transactions contemplated by this Agreement and that all representations and warranties made by CSN in this Agreement are complete and correct in all material respects as of the Closing Date as if made on the Closing Date; and

2.2.4 Other Documents and Instruments. Such other documents and instruments as NSW's counsel may deem to be necessary or advisable to effect the transactions contemplated by this Agreement.

2.5 NSW Closing Documents. At the Closing, NSW shall deliver or cause to be delivered to the CSN Shareholders the following documents (collectively, the "NSW Closing Documents"):

2.5.1 Articles of Exchange. The Articles of Exchange, executed by NSWWS;

2.5.2 NSWS Share Certificates. One or more stock certificates in the name of each of the NSWWS Shareholders representing such NSWWS Shareholder's ownership of his/her Shares;

2.5.3 Good Standing Certificate. A certificate issued by the Nevada Secretary of State indicating that NSWWS is qualified and in good standing within such jurisdiction;

2.5.4 NSWS Officer's Certificate. A certificate dated as of the Closing Date executed by a duly authorized officer of NSWWS certifying that all necessary actions have been taken by NSWWS's shareholders and directors to authorize the transactions contemplated by this Agreement and that all representations and warranties made by NSWWS in this Agreement are complete and correct in all material respects as of the Closing Date as if made on the Closing Date; and

2.5.5 Other Documents and Instruments. Such other documents and instruments as CSN's counsel may deem to be necessary or advisable to effect the transactions contemplated by this Agreement.

3. REPRESENTATIONS AND WARRANTIES OF CSN.

CSN represents and warrants to each of the NSWWS Shareholders that the statements contained in this Section 3 are correct and complete as of the date of this Agreement.

3.1 Organization of CSN. CSN is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida. CSN has all the requisite power and authority to own, lease and operate all of its properties and assets and to carry on its business as currently conducted and as proposed to be conducted. CSN is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the nature of the business conducted by it makes such licensing or qualification necessary and where the failure to be so qualified would, individually or in the aggregate, have a Material Adverse Effect upon it. As used in this Agreement, the term "Material Adverse Effect" with respect to any party, shall mean any change or effect that is reasonably likely to be materially adverse to the business, operations, properties, condition (financial or otherwise), assets or liabilities of such party and such party's subsidiaries taken as a whole.

3.2 Authorization. Subject to the approval of its shareholders, CSN has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and the CSN Closing Documents and to perform its obligations hereunder and thereunder. This Agreement constitutes, and the CSN Closing Documents will

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constitute, valid and legally binding obligations of CSN, enforceable in accordance with their respective terms and conditions.

3.3 Noncontravention. Neither the execution and the delivery of this Agreement or the CSN Closing Documents, nor the consummation of the transactions contemplated hereby or thereby by CSN, will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which CSN is subject or any provision of its articles of incorporation or bylaws, or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which CSN is a party or by which it is bound or to which any of its assets is subject. CSN does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order for the parties to consummate the transactions contemplated by this Agreement.

3.4 Limited Representations and Warranties. Except for the representations and warranties of the Warranting Shareholders expressly set forth in Section 4, below, CSN has not relied upon any representation and warranty made by NSW or the NSW Shareholders in making its determination to enter into this Agreement and consummate the transactions contemplated by this Agreement.

3.5 Disclosure. The representations and warranties contained in this Section 3 do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements and information contained in this Section 3 not misleading.

3.6 Capitalization. The authorized capital stock of CSN consists of 50,000,000 shares of common stock, \$0.001 par value per share, of which 5,109,220 shares are issued and outstanding, and 35,000,000 shares of preferred stock, none of which are issued and outstanding. All issued and outstanding shares have been duly authorized and validly issued, and are fully paid and nonassessable. All of the outstanding shares of Common Stock (and options to purchase Common Stock) and other outstanding securities of CSN have been, and the CSN Shares will be, duly and validly issued in compliance with federal and state securities laws. The Closing Shares are duly authorized and, when issued in accordance with the terms and conditions of this Agreement, shall be validly issued, fully paid and nonassessable. Except as contemplated by this Agreement, the CSN Shares are not subject to any preemptive rights or other similar restrictions.

3.7 Tax Treatment. As of the date of this Agreement, CSN has no reason to believe that the Share Exchange will not qualify as a "reorganization" within the meaning of Section 368(a) of the Code.

3.8 Compliance with Applicable Law.

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3.8.1 CSN is and for the past three years has been in compliance with all foreign, federal, state and local laws, statutes, ordinances, rules, regulations and orders applicable to the operation, conduct or ownership of their businesses or properties except for any noncompliance which is not reasonably likely to have, in the aggregate, a Material Adverse Effect on CSN.

3.9 Limited Representations and Warranties. Except for the representations and warranties of NSWWS expressly set forth in Section 4, neither CSN nor CSN Shareholders has relied upon any representation and warranty made by or on behalf of NSWWS in making its determination to enter into this Agreement and consummate the transactions contemplated by this Agreement.

3.10 Disclosure. No representation or warranty made by CSN contained in this Agreement, and no statement contained in the Schedules delivered by CSN hereunder, contains any untrue statement of a material fact or omits any material fact necessary in order to make a statement herein or therein, in light of the circumstances under which it is made, not misleading.

4. REPRESENTATIONS AND WARRANTIES OF NSWWS

NSWWS represents and warrants to CSN that the statements contained in this Section 4 are correct and complete as of the date of this Agreement.

4.1 Organization. NSWWS is a corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada. NSWWS has all the requisite power and authority to own, lease and operate all of its properties and assets and to carry on its business as currently conducted and as proposed to be conducted. NSWWS is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the nature of the business conducted by it makes such licensing or qualification necessary and where the failure to be so qualified would, individually or in the aggregate, have a Material Adverse Effect upon it.

4.2 Authorization of Transaction. NSWWS has full power and authority to execute and deliver this Agreement and NSWWS Closing Documents to which any NSWWS is a party and to perform NSWWS's obligation hereunder and thereunder. This Agreement constitutes, and NSWWS Closing Documents will constitute, the valid and legally binding obligation of NSWWS, enforceable in accordance with their respective terms and conditions. NSWWS makes the representations and warranties set forth in this Section 4.2 to CSN.

4.3 Capitalization. The authorized capital stock of NSWWS consists of 150,000,000 shares of common stock, of which 54,360,078 shares are issued and outstanding, and 50,000,000 shares of blank check preferred stock. All issued and outstanding shares of NSWWS stock have been duly authorized and validly issued, and are fully paid and nonassessable. All of the outstanding shares of common stock (and


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options to purchase common stock) and other outstanding securities of NSWWS have been duly and validly issued in compliance with federal and state securities laws. There are no outstanding or authorized subscriptions, options, warrants, plans or, except for this Agreement and as contemplated by this Agreement, other agreements or rights of any kind to purchase or otherwise receive or be issued, or securities or obligations of any kind convertible into, any shares of capital stock or other securities of NSWWS, and there are no dividends which have accrued or been declared but are unpaid on the capital stock of NSWWS. There are no outstanding or authorized stock appreciation, phantom stock or similar rights with respect to NSWWS. The NSWWS Shares are duly authorized and validly issued, fully paid and nonassessable. The NSWWS Shares are not subject to any preemptive rights or other similar restrictions.

4.4 Securities and Exchange Commission ("SEC") Reports and Financial Statements. NSWWS has filed with the SEC, and has heretofore made available to CSN and the CSN Shareholders, complete and correct copies of all forms, reports, schedules, statements and other documents required to be filed by NSWWS under the Securities Act of 1933, as amended (the "Securities Act"), and the Securities Exchange Act of 1934, as amended (the "Exchange Act") (as such documents have been amended or supplemented since the time of their filing, collectively, the "SEC Reports"). As of their respective dates, the SEC Reports (including without limitation, any financial statements or schedules included therein) (a) did not contain any untrue statement of a material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading, and (b) complied in all material respects with the applicable requirements of the Securities Act and Exchange Act (as the case may be) and all applicable rules and regulations of the SEC promulgated thereunder. Each of the financial statements included in the SEC Reports has been prepared from, and is in accordance with, the books and records of NSWWS, complies with all material respects with applicable accounting requirements and with the published rules and regulations of the SEC with respect thereto, has been prepared in accordance with U.S. generally accepted accounting principles ("U.S. GAAP") applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto) and fairly presents in all material respects the consolidated results of operations and cash flows (and changes in financial position, if any) of NSWWS, as at the date(s) thereof or for the period(s) presented therein.

4.5 Disclosed Liabilities. Except as described in the SEC Reports and as disclosed on Schedule A, NSWWS has no debts, liabilities or obligations of any kind, whether accrued, absolute, contingent or other, whether due or to become due, except as incurred in the ordinary course of business, that could have a Material Adverse Effect on NSWWS.

4.6 Legal Proceedings, Claims, etc. Except as described in the SEC Reports and as disclosed on Schedule A, there is no legal or arbitration proceeding pending against NSWWS or any of its directors, officers, or employees. Except as set forth in the SEC Reports, NSWWS is not subject to any judgment, order, injunction or decree of any court or arbitral authority that could have a Material Adverse Effect on NSWWS.



4.7 Subsidiaries. NSWWS does not own, directly or indirectly, any capital stock or other equity interest in any corporation, partnership, or other entity.

4.8 Noncontravention. Neither the execution and the delivery of this Agreement or NSWWS Closing Documents, nor the consummation of the transactions contemplated hereby or thereby, by NSWWS or such NSWWS Shareholder will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which NSWWS or such NSWWS Shareholder is subject, or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which NSWWS or such NSWWS Shareholder is a party or by which NSWWS or such NSWWS Shareholder is bound or to which NSWWS or any of such NSWWS Shareholder's assets is subject. Neither NSWWS nor such NSWWS Shareholder needs to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order for the parties to consummate the transactions contemplated by this Agreement.

4.9 Financial Statements and Financial Condition. Attached as Schedule A are the financial statements for NSWWS. The Financial Statements, including any related notes and schedules, has been prepared in accordance with U.S. GAAP consistently applied, is based on the books, records and work papers of NSWWS, as the case may be, and present fairly the financial position of NSWWS as of the dates of such statement and the results of operations for the periods covered by such statement, subject to normal year-end adjustments and the absence of footnotes.

4.10 Absence of Material Change. There has been no change in the business, operations, financial condition or liabilities of NSWWS that would result in a Material Adverse Effect on NSWWS.

4.11 Litigation. There are no actions, suits, claims, inquiries, proceedings or investigations before any court, tribunal, commission, bureau, regulatory, administrative or governmental agency, arbitrator, body or authority pending or, to the knowledge of such Warranting Shareholder, threatened against NSWWS which would reasonably be expected to result in any liabilities, including defense costs, in excess of \$10,000 in the aggregate. NSWWS is not the named subject of any order, judgment or decree and is not in default with respect to any such order, judgment or decree.

4.12 Taxes and Tax Returns. NSWWS has timely and correctly filed tax returns and reports (collectively, "Returns") required by applicable law to be filed (including, without limitation, estimated tax returns, income tax returns, excise tax returns, sales tax returns, use tax returns, property tax returns, franchise tax returns, information returns and withholding, employment and payroll tax returns) and all such returns were (at the time they were filed) correct in all material respects, and have paid all taxes, levies, license and registration fees, charges or withholdings of any nature whatsoever reflected

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on such Returns to be owed and which have become due and payable except for any that is being contested in good faith. The unpaid U.S. Federal income taxes, interest and penalties of NSWWS does not exceed \$20,000 in the aggregate.

4.13 Compliance with Applicable Law.

4.13.1 NSWWS holds all licenses, certificates, franchises, permits and other governmental authorizations ("NSWS Permits") necessary for the lawful conduct of their businesses and such NSWWS Permits are in full force and effect, and NSWWS is in all material respects complying therewith, except where the failure to possess or comply with such NSWWS Permits would not have, in the aggregate, a Material Adverse Effect on NSWWS.

4.13.2 NSWWS is and for the past three years has been in compliance with all foreign, federal, state and local laws, statutes, ordinances, rules, regulations and orders applicable to the operation, conduct or ownership of their businesses or properties except for any noncompliance which is not reasonably likely to have, in the aggregate, a Material Adverse Effect on NSWWS.

4.14 Contracts and Agreements. NSWWS is not: (i) a party to or bound by any commitment, contract, agreement or other instrument which involves or could involve aggregate future payments by NSWWS of more than \$5,000, (ii) a party to or bound by any commitment, contract, agreement or other instrument which is material to the business, operations, properties, assets or financial condition of NSWWS, and (iii) a party to or bound by any commitment, contract, agreement or other instrument, other than charter documents, that would limit the freedom of NSWWS to compete in any line of business or with any person. All commitments, contracts, agreements or other instruments to which NSWWS is a party to or bound by are valid and binding obligations and NSWWS is not in default therewith, except where any such defaults are not reasonably likely to have in the aggregate a Material Adverse Effect on NSWWS.

4.15 Affiliate Transactions.

4.15.1 Except as specifically contemplated by this Agreement, NSWWS has not engaged in, and is not currently obligated to engage in (whether in writing or orally), any transaction with any Affiliated Person (as defined below) involving aggregate payments by or to NSWWS.

4.15.2 For purposes of this Section 4.15.1, "Affiliated Person" means:

(a) a director, executive officer or Controlling Person (as defined below) of NSWWS;

(b) a spouse of a director, executive officer or Controlling Person of NSWWS;

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(c) a member of the immediate family of a director, executive officer, or Controlling Person of NSWS who has the same home as such person;

(d) any corporation or organization (other than NSWS) of which a director, executive officer or Controlling Person of NSWS is a chief executive officer, chief financial officer, or a person performing similar functions or is a Controlling Person of such other corporation or organization;

(e) any trust or estate in which a director, executive officer, or Controlling Person of NSWS or the spouse of such person has a substantial beneficial interest or as to which such person or his spouse serves as trustee or in a similar fiduciary capacity; and

(f) for purposes of this Section 4.15.1, "Controlling Person" means any person or entity which, either directly or indirectly, or acting in concert with one or more other persons or entities owns, controls or holds with power to vote, or holds proxies representing ten percent or more of the outstanding common stock or equity securities.

4.16 Limited Representations and Warranties. Except for the representations and warranties of CSN expressly set forth in Section 3, NSWS has not relied upon any representation and warranty made by or on behalf of CSN in making its determination to enter into this Agreement and consummate the transactions contemplated by this Agreement.

4.17 Disclosure. No representation or warranty made by NSWS contained in this Agreement, and no statement contained in the Schedules delivered by NSWS hereunder, contains any untrue statement of a material fact or omits any material fact necessary in order to make a statement herein or therein, in light of the circumstances under which it is made, not misleading.

4.18 Title to Property.

4.18.1 Real Property. NSWS has good, valid and marketable title to all real property owned by it, free and clear of all mortgages, liens, pledges, charges or encumbrances of any nature whatsoever, except liens for current taxes not yet due and payable, and such encumbrances and imperfections of title, if any, as do not materially detract from the value of the properties and do not materially interfere with the present or proposed use of such properties or otherwise materially impair such operations. All real property and fixtures material to the business, operations or financial condition of NSWS are in substantially good condition and repair. All lease agreements between NSWS and third parties are legal, valid and binding as between NSWS and the other party or parties

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thereto, and the occupant is a tenant or possessor in good standing thereunder, free of any default or breach whatsoever and quietly enjoys the premises provided for therein.

4.18.2 Environmental Matters. The real property owned or leased by NSWWS is not in a condition that may give rise to financial liability under any environmental laws applicable to NSWWS or such property.

4.19 Personal Property. NSWWS has good, valid and marketable title to all personal property owned by them, free and clear of all liens, pledges, charges or encumbrances of any nature whatsoever.

4.20 Insurance. NSWWS is in compliance with all of the material provisions of their insurance policies and are not in default under any of the terms thereof. Each such policy is outstanding and in full force and effect and NSWWS is the sole beneficiary of such policies. All premiums and other payments due under any such policy have been paid or arrangements for payment are being made. NSWWS has previously delivered to, or made available for inspection by CSN, each insurance policy to which NSWWS is a party (other than insurance policies under which NSWWS is named as a loss payee or additional insured as a result of its position as a secured lender).

4.21 Powers of Attorney. NSWWS has no powers of attorney outstanding other than those in the ordinary course of business with respect to routine matters.

5. COVENANTS AND OTHER AGREEMENTS OF THE PARTIES.

5.1 Conduct of the Business of NSWWS. During the period from the date of this Agreement to the Closing Date, CSN will conduct its business and engage in transactions only in the ordinary course consistent with past practice. During such period, NSWWS will use its best efforts to (a) preserve its business organization intact, (b) keep available the present services of its employees, and (c) preserve the goodwill of its customers and others with whom business relationships exist. In addition, without limiting the generality of the foregoing, NSWWS agrees that from the date of this Agreement to the Closing Date, except as otherwise consented to or approved by CSN in writing (which consent or approval shall not be unreasonably withheld, delayed or conditioned) or as permitted or required by this Agreement or as required by law, NSWWS will not:

5.1.1 grant any severance or termination pay to or enter into or amend any employment agreement with, or increase the amount of payments or fees to, any of its employees, officers or directors other than salary increases to employees consistent with past increases;

5.1.2 make any capital expenditures in excess of (i) \$500 (per project or related series of projects) or (ii) \$2,000 in the aggregate, other than pursuant to binding commitments existing on the date of this Agreement and expenditures necessary to maintain existing assets in good repair;

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5.1.3 change in any material manner pricing policies or any other material business or customer policies;

5.1.4 guarantee the obligations of any other person except in the ordinary course of business consistent with past practice;

5.1.5 acquire assets other than those necessary in the conduct of its business in the ordinary course;

5.1.6 sell, transfer, assign, encumber or otherwise dispose of assets with a value in excess of \$500;

5.1.7 enter into or amend or terminate any long term (one year or more) contract (including real property leases) except in the ordinary course of business consistent with past practice;

5.1.8 enter into or amend any contract that calls for the payment by NSW of \$500 or more after the date of this Agreement or for a term exceeding two years that cannot be terminated on not more than 30 days' notice without cause and without payment or loss of any material amount as a penalty, bonus, premium or other compensation for termination;

5.1.9 engage or participate in any material transaction or incur or sustain any material obligation otherwise than in the ordinary course of business consistent with past practice;

5.1.10 contribute to any benefit plans except in such amounts and at such times as consistent with past practice;

5.1.11 increase the number of full-time equivalent employees other than in the ordinary course of business consistent with past practice;

5.1.12 acquire any real property except after having followed reasonable procedures with respect to the investigation of potential environmental problems, which procedures have been approved in writing by CSN (which approval shall not be unreasonably withheld, delayed or conditioned); or

5.1.13 agree to do any of the foregoing.

5.2 No Solicitation and Liquidated Damages. During the period beginning on the date of this Agreement and ending on the Closing Date, neither NSW nor any of its directors, officers, shareholders, representatives, agents or other persons controlled by any of them, shall, directly or indirectly encourage or solicit, or hold discussions or negotiations with, or provide any information to, any persons, entity or group other than CSN concerning any merger, sale of substantial assets not in the ordinary course of

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business, sale of shares of capital stock or similar transactions involving NSW. NSW will promptly communicate to CSN the identity of any interested or inquiring party, all relevant information surrounding the interest or inquiry, as well as the terms of any proposal that it may receive in respect of any such transaction.

5.3 Access to Properties and Records; Confidentiality.

5.3.1 NSW shall permit CSN and its representatives reasonable access to its properties and shall disclose and make available to CSN all books, papers and records relating to the assets, stock, ownership, properties, obligations, operations and liabilities of NSW, including but not limited to, all books of account (including the general ledger), tax records, minute books of directors and stockholders meetings, organizational documents, bylaws, material contracts and agreements, filings with any regulatory authority, accountants work papers, litigation files, plans affecting employees, and any other business activities or prospects in which CSN may have a reasonable interest, in each case during normal business hours and upon reasonable notice. NSW shall not be required to provide access to or disclose information where such access or disclosure would jeopardize the attorney-client privilege or would contravene any law, rule, regulation, order, judgment, decree or binding agreement entered into prior to the date of this Agreement. The parties will use all reasonable efforts to make appropriate substitute disclosure arrangements under circumstances in which the restrictions of the preceding sentence apply.

5.3.2 All information furnished by NSW to CSN or the representatives or affiliates of CSN pursuant to, or in any negotiation in connection with, this Agreement shall be treated as the sole property of NSW until consummation of the Share Exchange and if the Share Exchange shall not occur CSN and its affiliates, agents and advisors shall upon written request return to NSW all documents or other materials containing, reflecting, referring to such information, and shall keep confidential all such information and shall not disclose or use such information for competitive purposes. The obligation to keep such information confidential shall not apply to (i) any information which (a) CSN can establish by evidence was already in its possession (subject to no obligation of confidentiality) prior to the disclosure thereof by NSW; (b) was then generally known to the public; (c) becomes known to the public other than as a result of actions by NSW or by the directors, officers, employees, agents or representatives of NSW; or (d) was disclosed to CSN, or to the directors, officers, employees or representatives of CSN, solely by a third party not bound by any obligation of confidentiality; or (ii) disclosure in accordance with the federal securities laws, a federal banking laws, or pursuant to an order of a court or agency of competent jurisdiction.

5.4 Regulatory Matters.

5.4.1 The parties will cooperate with each other and use all reasonable efforts to prepare all necessary documentation, to effect all necessary filings and to obtain all necessary permits, consents, approvals, and authorizations of all third parties and governmental bodies necessary to consummate the transactions contemplated by this

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Agreement including, without limitation, those that may be required from the SEC, other regulatory authorities, or NSW's shareholders. NSW and CSN shall each have the right to review reasonably in advance all information relating to NSW or CSN, as the case may be, and any of their respective subsidiaries, together with any other information reasonably requested, which appears in any filing made with or written material submitted to any governmental body in connection with the transactions contemplated by this Agreement.

5.4.2 NSW and CSN will promptly furnish each other with copies of written communications received by NSW or CSN or any of their respective subsidiaries from, or delivered by any of the foregoing to, any governmental body in respect of the transactions contemplated by this Agreement.

5.5 Further Assurances. Subject to the terms and conditions of this Agreement, each of the parties agrees to use all commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement.

5.6 Public Announcements. No party will issue or distribute any information to its shareholders or employees, any news releases or any other public information disclosures with respect to this Agreement or any of the transactions contemplated by this Agreement without the consent of the other parties or their designated representative, except as may be otherwise required by law.

6. CONDITIONS PRECEDENT TO OBLIGATIONS OF NSW.

The obligations of NSW to consummate the transactions contemplated by this Agreement are subject to satisfaction of the following conditions at or before the Closing:

6.1 CSN Covenants, Representations and Warranties. All the covenants, terms and conditions of this Agreement to be complied with or performed by CSN or the CSN Shareholders on or before the Closing Date shall have been complied with and performed in all respects. The representations and warranties made in this Agreement shall be complete and correct at and as of the Closing Date with the same force and effect as though such representations and warranties had been made at and as of the Closing Date.

6.2 CSN Shareholder Approval. This Agreement and the transactions contemplated herein shall have been approved and adopted by the affirmative votes of the holders of at least a majority of each class of CSN's outstanding capital stock.

7. CONDITIONS PRECEDENT TO CSN'S OBLIGATIONS.

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The obligations of CSN to consummate the transactions contemplated by this Agreement are subject to satisfaction of the following conditions at or before the Closing Date and may be waived only in writing by CSN:

7.1 NSWS Shareholder's Covenants, Representations and Warranties. All the covenants, terms and conditions of this Agreement to be complied with or performed by NSW or the NSW Shareholders on or before the Closing Date shall have been complied with and performed in all respects. The representations and warranties made by the Warranting Shareholders in this Agreement shall be complete and correct at and as of the Closing Date with the same force and effect as though such representations and warranties had been made at and as of the Closing Date.

7.2 NSWS Delivery of Documents. NSW Shareholders shall have duly executed and delivered, or caused to be executed and delivered, to CSN, this Agreement and the NSW Shareholders Closing Documents.

7.3 Other Approvals. All authorizations, consents, orders or approvals of any United States federal or state governmental agency necessary for the consummation of the Share Exchange or the transactions contemplated by this Agreement (other than such actions, approvals or filings which, pursuant to the terms of this Agreement, are to take place on or after the Closing) shall have been filed, occurred or been obtained.

7.4 NSWS Board of Director Approval. This Agreement shall have been approved and adopted by the affirmative votes of the Board of Directors of NSW.

7.5 No Litigation. No administrative investigation, action, suit or proceeding seeking to enjoin the consummation of the transactions contemplated by this Agreement shall be pending or threatened.

8. TERMINATION.

8.1 Termination of Agreement. This Agreement shall terminate as follows:

(a) at any time prior to the Execution Date by the mutual written agreement of all parties;

(b) by (i) NSW if the conditions set forth in Section 6 have not been satisfied or waived by the Upset Date (defined below); or (ii) CSN if the conditions set forth in Section 7 have not been satisfied or waived by the Upset Date (defined below);

(c) by CSN, in the event of a breach of any of the representations or warranties made by NSW in this Agreement that has not been cured within 30 days after notice of such breach as delivered to NSW by CSN;

(d) by NSW in the event of any of the representations or warranties made by CSN in this Agreement that has not been cured within 30 days after notice of such breach as delivered to CSN by NSW; or

(e) by either NSW or CSN if the Closing shall have not occurred by January 2, 2003, provided, however, that the right to terminate this Agreement pursuant to this clause shall not be available to any party whose failure to fulfill any obligation of this Agreement has been the cause of, or resulted in, the failure of the closing to have been effected on or prior to such date.

(f) by either NSW or CSN if the Stock Purchase Agreement attached hereto as Schedule B is not consummated on or by December 28, 2002.

9. MISCELLANEOUS.

9.1 Tax Treatment by the Parties. Unless otherwise required by law, the parties shall treat the Share Exchange as a reorganization under Section 368 of the Code for all tax reporting purposes; furthermore, the parties shall not take, and have not taken, any action that is inconsistent with reorganization treatment under Section 368 of the Code.

9.2 No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the parties and their respective successors and assigns.

9.3 Successors and Assigns. No party may assign either this Agreement or any of its rights, interests, or obligations under this Agreement without the prior written consent of all other parties. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

9.4 Notices. All notices, requests, demands, claims, consents and other communications required or permitted under this Agreement shall be in writing. Any notice, request, demand, claim, communication or consent under this Agreement shall be deemed duly given if (and shall be effective two business days after) it is sent by certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

If to CSN:

Steven Burhoe, CEO
The Children's Safety Network, Inc.
120 International Parkway, Suite 220
Heathrow, FL 32746

With a copy to:

David Otto
The Otto Law Group PLLC
900 4th Ave., #3140
Seattle, WA 98164

If to NSW:

Steven Burhoe, CEO
120 International Parkway, Suite 220

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With a copy to:

Heathrow, FL 32746

David Stocker
Suite 234 Valley Commerce Center
4745 North Seventh Street
Phoenix, AZ 85014

9.5 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Washington without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Washington.

9.6 Amendments and Waivers.

9.6.1 This Agreement may be amended or waived only in writing signed by the party against which enforcement of the amendment or waiver is sought.

9.7 Survival of Representations and Warranties. The representations and warranties set forth in Sections 3 and 4 of this Agreement shall survive the Closing and continue in full force and effect for a period of two years after the Closing.

9.8 Severability. Any term or provision of this Agreement that is found to be invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of its remaining terms and provisions or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

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

9.10 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.

9.11 Incorporation of Schedules. The Schedules referred to in and/or attached to this Agreement are incorporated in this Agreement by this reference.

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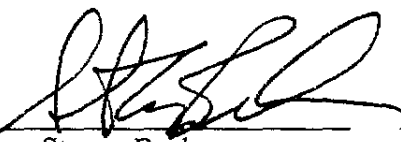
9.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together will constitute one and the same document. This Agreement may be executed by facsimile.

9.13 Entire Agreement. This Agreement (including the Schedules referred to in and/or attached to this Agreement) constitutes the entire agreement among the parties and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter of this Agreement.

9.14 Arbitration. Any controversies or claims arising out of or relating to this Agreement shall be fully and finally settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA Rules"), conducted by a single arbitrator either mutually agreed upon by CSN and NSWS or chosen in accordance with the AAA Rules, except that the parties shall have any right to discovery as would be permitted by the Federal Rules of Civil Procedure for a period of 90 days following the commencement of such arbitration, and the arbitrator shall resolve any dispute which arises in connection with such discovery. The prevailing party or parties shall be entitled to costs, expenses and attorneys' fees from the non-prevailing party or parties, and judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

[signature pages follow]

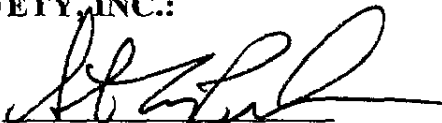
**THE CHILDREN'S SAFETY
NETWORK, INC.:**

By: 

Name: Steven Burhoe

Title: Chief Executive Officer

**NATIONAL INSTITUTE FOR
SCHOOL AND WORKPLACE
SAFETY, INC.:**

By: 

Name: Steven Burhoe

Title: President

SCHEDULE A

SCHEDULE B