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MERGER OR SHARE EXCHANGE

BASSETT PRESS, INC.

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ARTICLES OF MERGER

The undersigned corporations, in accordance with the Florida Business Corporation Act, pursuant to Section 607.1105, hereby submit the following Articles of Merger:

ARTICLE ONE

The name and jurisdiction of the surviving corporation is as follows:

<u>Name</u>	<u>Jurisdiction</u>
MEI Acquisitions Corp.	Delaware

ARTICLE TWO

The name and jurisdiction of each merging corporation is as follows:

<u>Name</u>	<u>Jurisdiction</u>
Bassett Press, Inc.	Florida

ARTICLE THREE

The Agreement and Plan of Merger is attached.

ARTICLE FOUR

The merger shall become effective immediately upon the filing of the Articles of Merger with the Florida Department of State, and the filing of the Certificate of Merger with the Delaware Secretary of State.

ARTICLE FIVE

The Agreement and Plan of Merger was authorized and approved by a vote of the shareholders of Bassett Press, Inc. on July 2, 2007, which number of votes cast by such shareholder was sufficient for approval.

The Agreement and Plan of Merger was authorized and approved by a written consent of the sole shareholder of MEI Acquisitions Corp. on June 21, 2007, which number of votes cast by such shareholder was sufficient for approval.

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MY EDGAR

PAGE 02

These Articles of Merger may be executed in counterparts.

Signed this 1st day of July, 2007.

MEI ACQUISITIONS CORP.
a Delaware corporation

By [Signature] Name: Brian
Dahlstrom, Director

BASSETT PRESS, INC.
a Florida corporation

By [Signature]
Name: David W. Bassett, President

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AGREEMENT AND PLAN OF MERGER

by and among

My EDGAR, INC.

BASSETT PRESS, INC.

MEI ACQUISITIONS CORP.

and

THE SOLE SHAREHOLDERS OF BASSETT PRESS, INC.

dated as of July 2, 2007

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, including all schedules attached hereto and made a part hereof, dated as of July 2, 2007 (collectively, this "Agreement"), is made and entered into by and among My EDGAR, Inc. a Florida corporation ("MEI"), MEI Acquisitions Corp., a Delaware corporation and a direct wholly-owned subsidiary of MEI ("Merger Sub"), Bassett Press Inc., a Florida corporation ("Bassett") and Dave Bassett and Jacqueline Ditrach, each an individual resident of the State of Florida and the sole stockholders of Bassett (the "Shareholders").

WITNESSETH:

WHEREAS, the Boards of Directors of Bassett and MEI deem it advisable and in the best interests of each corporation and its respective stockholders that MEI acquire Bassett through a business combination in order to advance the long-term strategic business interests of Bassett and MEI;

WHEREAS, the acquisition of Bassett by MEI shall be effected by the terms of this Agreement through a merger as outlined below;

WHEREAS, in furtherance thereof, the respective Boards of Directors of Bassett and MEI have approved the Merger (as defined below), upon the terms and subject to the conditions set forth in this Agreement, pursuant to which all of the shares of common stock, par value \$1.00 per share, of Bassett ("Bassett Common Stock") issued and outstanding immediately prior to the Effective Time (as defined in Section 1.2) will be converted into the right to receive shares of common stock, \$0.001 par value per share, of MEI ("MEI Common Stock") as set forth in Section 2.1;

WHEREAS, for Federal income tax purposes, the parties intend for the Merger to qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations promulgated thereunder; and

WHEREAS, for accounting purposes, the parties intend for the Merger to be accounted for as a purchase transaction under United States generally accepted accounting principles ("GAAP").

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

The Merger

Section 1.1. The Merger

Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the Delaware General Corporation Law ("Delaware Law"), at the Effective Time (as defined in Section 1.2) Bassett shall be merged with and into Merger Sub (the "Merger"). As a result of the Merger, the separate corporate existence of Bassett shall cease and Merger Sub, which at the Effective Time shall change its corporate name to Bassett Press, Inc., shall continue as the surviving corporation of the Merger (sometimes referred to herein as the "Surviving Corporation") and a wholly-owned subsidiary of MEI.

Section 1.2. Effective Time

On the Closing Date (as defined below) or as soon as practicable thereafter, the parties hereto shall cause the Merger to be consummated by filing a certificate of merger (the "Certificate of Merger") with the Secretary of State of Delaware and articles of merger (the "Articles of Merger") with the Secretary of State of Florida, as required by, and executed in accordance with the relevant provisions of Delaware Law and Florida law, respectively, such Certificate of Merger and Articles of Merger to be in substantially the

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form attached hereto as Exhibit A (the time of the filing of the Certificate of Merger with the Delaware Secretary of State and the time of the filing of the Articles of Merger with the Florida Secretary of State, respectively, or the time specified therein being the "Effective Time").

Section 1.3. Effect of the Merger

At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of Delaware Law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, except as otherwise provided herein, all the rights, privileges, powers and franchises of Bassett and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of Bassett and Merger Sub shall become the debts, liabilities and duties of the Surviving Corporation.

Section 1.4. Certificate of Incorporation; Bylaws

At the Effective Time, (a) the certificate of incorporation of Merger Sub, as in effect immediately prior to the Effective Time and as amended by the Certificate of Merger, shall be the certificate of incorporation of the Surviving Corporation, and (b) the bylaws of Merger Sub, as in effect immediately prior to the Effective Time, shall be the bylaws of the Surviving Corporation.

Section 1.5. Directors and Officers

At the Effective Time, the officers and directors of the Surviving Corporation shall be as set forth on Schedule 1.5 hereto, each to hold office in accordance with the certificate of incorporation and bylaws of the Surviving Corporation until the earlier of their resignation or removal or until their respective successors are duly elected or appointed and qualified, as the case may be.

Section 1.6. Closing

Subject to the terms and conditions of this Agreement, the closing of the Merger (the "Closing") will take place at a date and time as agreed to by the parties (the "Closing Date"). The Closing shall take place on the Closing Date via teleconference (with copies of all signed documents transmitted by facsimile), or at such other time, date and place as agreed to in writing by the parties hereto. At the Closing, the following actions shall take place:

- (a) The Shareholders shall deliver to MEI the stock certificate(s) representing all issued and outstanding Bassett Common Stock (the "Bassett Stock Certificates");
- (b) MEI shall deliver to the holders of the Bassett Stock Certificates a certificate representing the number of shares of MEI Common Stock that such holder has the right to receive pursuant to Section 2.1(a);
- (c) MEI and Dave Bassett shall each execute and deliver a consulting agreement in substantially the form attached hereto as Exhibit B; and
- (d) MEI and Jacqueline Dittrich shall each execute and deliver an employment agreement in substantially the form attached hereto as Exhibit C.

Section 1.7. Subsequent Actions

If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to continue in, vest, perfect or confirm of record or otherwise in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties, privileges, franchises or assets of either of its constituent corporations acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger or otherwise to carry out this Agreement, the officers and directors of the Surviving Corporation shall be and hereby are directed and authorized to execute and deliver, in the name

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and on behalf of either of such constituent corporations, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of each of such corporations or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties, privileges, franchises or assets in the Surviving Corporation or otherwise to carry out this Agreement.

Section 1.8. Tax and Accounting Treatment of the Merger

The parties hereto intend that the Merger shall (a) constitute a reorganization of Merger Sub and Bassett within the meaning of Section 368(a) of the Code, and (b) be accounted for as a purchase under GAAP. The parties hereby adopt this Agreement as a "plan of reorganization" of Merger Sub and Bassett within the meaning of Sections 1.368-2(g) and 1.368-3(a) of the United States Treasury Regulations.

ARTICLE II

Conversion of Securities; Exchange of Certificates

Section 2.1. Effect on Bassett Stock

(a) *Effect on Bassett Stock.* Subject to the terms and conditions of this Agreement, at the Effective Time, by virtue of the Merger and without any action on the part of MEI, Merger Sub, Bassett or the Shareholders, each share of Bassett Common Stock issued and outstanding immediately prior to the Effective Time will be canceled and extinguished and automatically converted into the right to receive two hundred (200) shares of MEI Common Stock (the "Exchange Ratio"), which shares shall be issued by MEI to each of the Shareholders promptly following the Effective Time.

(b) *Exchange.* All Bassett Stock Certificates surrendered pursuant to Section 1.6(a) shall be cancelled. Until surrendered, each Bassett Stock Certificate shall be deemed, from and after the Effective Time, to represent only the right to receive shares of MEI Common Stock in accordance with this Agreement.

(c) *No Further Rights In Stock.* All shares of MEI Common Stock issued upon the surrender for exchange of Bassett Stock Certificates in accordance with the terms of Sections 2.1 and 2.2 hereof shall be deemed to have been issued and paid in full satisfaction of all rights pertaining to the Bassett Common Stock theretofore represented by such Bassett Stock Certificates, and there shall be no further registration of transfer on the stock transfer books of the Surviving Corporation of the Bassett Common Stock represented by such Bassett Stock Certificates which were outstanding immediately prior to the Effective Time. If, after the Effective Time, any such Bassett Stock Certificates are presented to MEI or the Surviving Corporation for any reason, they shall be canceled and exchanged as provided in this Article II, except as otherwise provided by law.

(d) *Withholding of Tax.* MEI shall be entitled to deduct and withhold from any consideration payable or otherwise deliverable pursuant to this Agreement to any former holder of Bassett Common Stock such amounts as may be required to be deducted or withheld therefrom under the Code or any provision of state, local or foreign tax law or under any other applicable legal requirements. To the extent that amounts are so deducted or withheld, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the former holder of Bassett Common Stock in respect of whom such deduction and withholding was made.

(e) *Lost, Stolen or Destroyed Certificates.* In the event any Bassett Stock Certificate evidencing Bassett Common Stock shall have been lost, stolen or destroyed, upon the making of an affidavit setting forth that fact by the Person claiming such lost, stolen or destroyed Certificate and, if required by MEI the posting by such Person of a bond in such reasonable amount as MEI may direct as indemnity against any claim that may be made against MEI, or the Surviving Corporation, MEI shall pay to such Person the applicable amount of the Merger Consideration with respect to such lost, stolen or destroyed Certificate.

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(i) **Adjustments to Exchange Ratio.** The Exchange Ratio shall be adjusted to reflect fully the appropriate effect of any stock split, reverse stock split, stock dividend, reorganization, recapitalization, reclassification or other like change with respect to MEI Common Stock having effect prior to the Effective Time.

Section 2.2 Restrictive Legends.

The shares of MEI Common Stock issued in accordance with this Agreement will be "restricted securities," as defined under the Securities Act of 1933, as amended (the "Securities Act") and Rule 144 promulgated thereunder, and may only be sold or otherwise transferred pursuant to an effective registration statement under the Securities Act or an exemption therefrom. It is understood that the certificates evidencing the shares of MEI Common Stock issued in connection with the Merger will bear substantially the following legend:

"THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, OR HYPOTHECATED IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO THE SECURITIES UNDER SUCH ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED OR UNLESS SOLD PURSUANT TO RULE 144 OF SUCH ACT."

ARTICLE III

Representations and Warranties of Bassett and the Shareholders

Bassett and the Shareholders, jointly and severally, hereby represent and warrant to MEI and Merger Sub, subject to the exceptions set forth in Bassett's disclosure schedules delivered by Bassett to MEI dated as of the date hereof (which exceptions shall specifically identify a section, subsection or clause of a single section or subsection hereof, as applicable, to which such exception relates, it being understood and agreed that each such exception shall not be deemed to be disclosed under any other section, subsection or clause hereof unless such disclosure reasonably relates thereto), that:

Section 3.1. Organization and Qualification; No Subsidiaries

Bassett is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization. Bassett is duly qualified to conduct its business, and is in good standing, in each jurisdiction where the character of its properties owned, operated or leased or the nature of its activities makes such qualification necessary, except for such failures which have not had and would not be reasonably likely to have a Material Adverse Effect on Bassett. For purposes of this Agreement, "Material Adverse Effect" shall mean, when used in connection with an entity, any change, event, development, violation, inaccuracy, circumstance or effect, individually or when taken together with all other effects that have occurred during the applicable measurement period, that is or is reasonably likely to be materially adverse to the business, assets (including intangible assets), capitalization, financial condition or results of operations of such entity taken as a whole. Bassett has the requisite corporate power and authority and any necessary governmental authority, franchise, license or permit to own, operate, lease and otherwise to hold and operate its assets and properties and to carry on its business as now being conducted, except for such failures which have not had and would not be reasonably likely to have a Material Adverse Effect on Bassett. Bassett has no subsidiaries or any direct or indirect beneficial ownership of any securities, equity or other ownership interest in any Person other than those listed on Schedule 3.1. For purposes of this Agreement, the term "Person" shall mean any individual, corporation, general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company, firm or other enterprise, association, organization, entity or governmental entity.

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Section 3.2. Articles of Incorporation and Bylaws

Bassett has heretofore delivered to MBI a complete and correct copy of the Articles of Incorporation and the bylaws of Bassett, each as amended to the date of this Agreement. Each such Articles of Incorporation and Bylaws is in full force and effect. Bassett is not in material violation of any of the provisions of its Articles of Incorporation or bylaws.

Section 3.3. Capitalization

The authorized capital stock of Bassett consists of five hundred (500) shares of Bassett Common Stock, par value \$1.00 per share and there is no authorized or issued shares of any other class of Bassett stock. As of July 2, 2007: (i) five hundred (500) shares of Bassett Common Stock were issued and outstanding, all of which are owned beneficially and of record by the Shareholders; (ii) there are no outstanding options, warrants or other rights to receive Bassett Common Stock or any security convertible into Bassett Common Stock; and (iii) no shares of Bassett Common Stock are held by Bassett in Bassett's treasury. All shares of Bassett Common Stock issued and outstanding have been duly and validly authorized and issued, are fully paid and non assessable, and were issued pursuant to an exemption from registration in accordance with applicable federal and state securities laws.

Section 3.4. Authority

Bassett has the necessary corporate power and authority to enter into this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Bassett and the consummation by Bassett of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action and no other corporate proceedings on the part of Bassett (except for stockholder approval, which has been obtained) are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by Bassett and the Shareholders and, assuming the due authorization, execution and delivery of this Agreement by MBI and Merger Sub, constitutes a legal, valid and binding obligation of Bassett and the Shareholders, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws of general applicability relating to or affecting creditors' rights generally and by the application of general principles of equity.

Section 3.5. No Conflict

The execution and delivery of this Agreement by Bassett does not, and the performance by Bassett of its obligations under this Agreement will not, (i) conflict with or violate the Articles of Incorporation or Bylaws of Bassett, (ii) conflict with or violate any law, statute, ordinance, rule, regulation, order, judgment or decree applicable to Bassett or by which any of its properties or assets are bound or affected, or (iii) except as set forth in Schedule 3.5, result in any breach of or constitute a default (or an event which with or without notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of an encumbrance on any of the properties or assets of Bassett pursuant to any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which Bassett is a party or by which Bassett or any of its properties or assets are bound or affected, except, in the case of clauses (ii) and (iii) above, for any such conflicts, violations, breaches, defaults or other alterations or occurrences that (A) would not prevent or delay consummation of the Merger in any material respect or otherwise prevent Bassett from performing its obligations under this Agreement in any material respect, and (B) have not and would not be reasonably likely to have a Material Adverse Effect on Bassett.

Section 3.6. Financial Statements

Included in Schedule 3.6 are true and complete copies of the financial statements of Bassett consisting of an unaudited balance sheet of Bassett as of June 30, 2007 (the "Bassett Interim Balance Sheet"), and the related unaudited statements of profit and loss, and cash flows for the period then ended.

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(together with the Bassett Interim Balance Sheet, the "Bassett Financial Statements"). Each of the Bassett Financial Statements has been prepared in accordance with GAAP applied on a consistent basis throughout the periods involved and (ii) fairly present the consolidated financial position of Bassett as of the respective dates thereof and the consolidated results of operations and cash flows for the periods indicated, except that Bassett Financial Statements do not contain footnotes and lack other presentation items and are subject to audit adjustments. The books and records of Bassett have been and are being maintained in accordance with GAAP and reflect only actual bona fide transactions.

Section 3.7. No Undisclosed Liabilities

Bassett has no liabilities or obligations of any nature, whether or not accrued, contingent or otherwise, except (a) liabilities or obligations reflected in the Bassett Financial Statements, (b) liabilities or obligations as of June 20, 2007, incurred in the ordinary course of business and of a character or amount not required to be reflected in such financial statements, (c) liabilities or obligations incurred in the ordinary course of business consistent with past practice since inception, which have not had, and are not reasonably likely to have, a Material Adverse Effect on Bassett and (d) liabilities or obligations which have not had and are not reasonably likely to have a Material Adverse Effect on Bassett.

Section 3.8. Absence of Litigation

Except as set forth on Schedule 3.8, there are (a) no claims, actions, suits, investigations, or proceedings pending or, to the knowledge of Bassett or the Shareholders, threatened against Bassett or the Shareholders before any court, administrative, governmental, arbitral, mediation or regulatory authority or body, domestic or foreign, that would be reasonably likely to have a Material Adverse Effect on Bassett or that challenge or seek to prevent, enjoin, alter or materially delay the transactions contemplated hereby, and (b) no judgments, decrees, injunctions or orders of any governmental entity or arbitrator outstanding against Bassett or the Shareholders that would be reasonably likely to have a Material Adverse Effect on Bassett.

Section 3.9. Licenses and Permits; Compliance with Laws

Bassett holds all permits, licenses, franchises, authorizations and approvals from all governmental entities (the "Bassett Permits") which are necessary for the operation of the businesses of Bassett as presently conducted and for Bassett to own, lease and operate its properties, except where the failure to have any such permits, licenses or approvals would not have a Material Adverse Effect on Bassett. Bassett is in compliance with the terms of the Bassett Permits and all applicable statutes, laws, ordinances, rules and regulations, except where the failure so to comply would not have a Material Adverse Effect on Bassett. Schedule 3.9 sets forth a complete and accurate list of the Bassett Permits. Bassett has provided, or prior to the Closing will provide, MEI with true, correct and complete copies of each Bassett Permit. Except as set forth on Schedule 3.9:

- (a) The Bassett Permits are in full force and effect, the continuing validity and effectiveness of such Bassett Permits will not be affected by the transactions contemplated by this Agreement, and such Permits will continue without premium, penalty, restriction or any adverse consequences as a result of the transactions contemplated by this Agreement;
- (b) All applications required to have been filed for renewal of the Bassett Permits have been duly filed on a timely basis with the appropriate governmental entities, and all other filings required to have been made with respect to the Bassett Permits have been duly made on a timely basis with the appropriate governmental entities; and
- (c) Bassett is in compliance in all material respects with all conditions or requirements of the Bassett Permits applicable thereto and has not been notified by any governmental entity that such entity intends to cancel, terminate, or modify any of the Bassett Permits, and the Shareholders know of no valid grounds for any such cancellation, termination, or modification.

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Disclosure by Bassett or the Shareholders of consents or approvals required under any Bassett Permit will not relieve Bassett or the Shareholders of their obligation to obtain all such consents or approvals at or before Closing.

Section 3.10. Taxes

Except as set forth on Schedule 3.10, Bassett has prepared and filed on a timely basis with all appropriate governmental entities all material returns, reports, information statements and other documentation (including extensions) required to be filed by Bassett in respect of taxes (the "Bassett Tax Returns") and all such Bassett Tax Returns are correct and complete in all respects. Bassett has paid in full all taxes due (other than taxes, the failure of which to pay would not have a Material Adverse Effect on Bassett) and, in the case of material taxes accruing but not due, Bassett has made adequate provisions in its books and records and financial statements for such payments. Bassett has withheld from payments made to its present or former employees, contractors, officers and directors or other third parties, all amounts required by law to be withheld, except where the liability for which would not have a Material Adverse Effect on Bassett, and has, where required, remitted such amounts within the applicable periods to the appropriate governmental entities. In addition, except as set forth on Schedule 3.10, (a) there are no assessments of, or claims against, Bassett with respect to taxes that are outstanding; (b) no governmental entity is conducting an examination or audit of Bassett in respect of taxes and Bassett has not received notice of any such examination or audit from any governmental entity; and (c) Bassett has not executed or filed any agreement extending the period of assessment or collection of any taxes which remains in effect.

Section 3.11. Material Contracts

Set forth on Schedule 3.11 is a complete and accurate list of each material contract, lease, indenture, mortgage, instrument, commitment or other agreement, arrangement or understanding, oral or written, formal or informal, to which Bassett is a party or by which its assets may be affected. Without limiting the generality of the foregoing, Schedule 3.11 contains a complete and accurate list of:

- (a) Each contract and account, whether written or oral, between Bassett and any party to whom and pursuant to which Bassett provides or will provide products or services which provide for the receipt by Bassett of more than Twenty-Five Thousand Dollars (\$25,000) annually;
- (b) Each contract, whether written or oral, between Bassett and any party to whom Bassett paid, or is obligated to pay, more than Twenty-Five Thousand Dollars (\$25,000) for the twelve (12) month period ending December 31, 2007, or any subsequent twelve (12) month period;
- (c) Each agreement, contract or commitment containing any covenant restricting or limiting the freedom of Bassett or the Shareholders to engage in any line of business or compete with any person;
- (d) Each joint venture, partnership agreement or other agreement (however named) involving a sharing of profits, losses, costs or liabilities in which Bassett is involved;
- (e) Each agreement, contract or commitment relating to capital expenditures involving future obligations of Bassett in excess of Twenty-Five Thousand Dollars (\$25,000) and not cancelable at any time without penalty;
- (f) Each agreement or plan to which Bassett is a party or by which it is bound, any of the benefits of which will be increased, or the vesting of benefits of which will be accelerated, by the occurrence of any of the transactions contemplated by this Agreement, or the value of any of the benefits of which will be calculated on the basis of any of the transactions contemplated by this Agreement;
- (g) Each agreement of indemnification, hold harmless or guaranty to which Bassett is a party or by which it is bound other than indemnification provisions in Bassett's Articles of Incorporation or Bylaws;

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(h) Each agreement, contract or commitment to which Bassett is a party or by which it is bound relating to the disposition or acquisition of assets not in the ordinary course of business or any ownership interest in any corporation, partnership, joint venture, or other business enterprise;

(i) Each personal guaranty of the Shareholders or any third party regarding any assets or financial arrangements of Bassett; and

(j) Each agreement, contract or commitment that provides for an undertaking by Bassett to be responsible for consequential, indirect, special, exemplary or punitive damages.

The contracts and agreements that are required to be identified above are hereinafter referred to as the "**Bassett Material Contracts**." True and complete copies of each written Bassett Material Contract and true and complete written summaries of each oral Bassett Material Contract have been made available to MEI by Bassett. Except as set forth in Schedule 3.11:

(a) Each of the Bassett Material Contracts is a valid, binding and enforceable (except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws of general applicability relating to or affecting creditors' rights generally and by the application of general principles of equity) agreement of Bassett and, to the knowledge of Bassett and the Shareholders, each other party that is a party thereto, and will continue to be valid, binding and enforceable (except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws of general applicability relating to or affecting creditors' rights generally and by the application of general principles of equity) after the Closing;

(b) As of the date hereof, the Shareholders have no reason to believe that Bassett will not be able to fulfill all of its material obligations under the Bassett Material Contracts that remain to be performed after the date hereof, and Bassett has not been notified by any governmental or other party that such party intends to cancel, terminate, or modify any of such Bassett Material Contracts, and the Shareholders know of no grounds for any such cancellation, termination, or modification; and

(c) There has not occurred any material default (or event that, upon the provision of notice or lapse of time or both, would become such a default) under any of the Bassett Material Contracts.

Disclosure by Bassett or the Shareholders of consents or approvals required under any Bassett Material Contract will not relieve Bassett or the Shareholders of their obligation to obtain all such consents or approvals at or before Closing.

Section 3.12. Properties; Assets

Except as described in clause (c) below or as set forth on Schedule 3.12: (a) Bassett does not own or lease any real property; (b) Bassett has good, valid and marketable title to, or a valid leasehold interest in, as applicable, all real property owned or leased by Bassett and all other properties and assets reflected in the balance sheet of Bassett at June 20, 2007, and (c) none of such properties or assets is subject to any encumbrance, except for liens for taxes not yet due and payable, and easements and restrictions of record, if any, which are not substantial in amount, do not materially detract from the value of the property or assets subject thereto and do not impair the operations of Bassett thereon.

Section 3.13. Insurance

[Reserved]

Section 3.14. Board and Shareholder Approval

The Board of Directors of Bassett has determined that the transactions contemplated by this Agreement are advisable and in the best interests of Bassett and the Shareholders and has recommended to the Shareholders that they vote in favor of this Agreement. The Shareholders have approved this

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Agreement and the transactions contemplated hereby as required under Florida law.

Section 3.15. Brokers

No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Bassett or the Shareholders.

Section 3.16. Tax Matters

Bassett has not taken or agreed to take any action or failed to take any action that would prevent the Merger from constituting a reorganization within the meaning of Section 368(a) of the Code.

Section 3.17. Business Relationships

The relationships of Bassett with its significant customers, distributors, licensors and suppliers are satisfactory in all material respects to Bassett and, to the knowledge of Bassett and the Shareholders, the execution of this Agreement and the consummation of the Merger and the other transactions contemplated hereby will not materially adversely affect the relationships of Bassett with such customers, distributors, licensors and suppliers.

Section 3.18. Accounts Receivable

Schedule 3.18 contains (i) a complete and accurate list of Bassett's accounts and notes receivable as of June 20, 2007, which schedule will be updated as of the Closing Date, and (ii) a complete and accurate schedule showing the aging of such accounts and notes receivable. Such accounts and notes receivable arose in bona fide arm's-length transactions in the normal course of business, and to the knowledge of Bassett and the Shareholders, are valid and binding obligations of the account debtors without counterclaims, setoffs, or other defenses thereto. The values at which accounts and notes receivable are carried on Bassett's books and records reflect the receivables valuation policy of Bassett, which is consistent with its past practices.

Section 3.19. Indebtedness and Payables

Schedule 3.19 lists every contract, agreement, franchise, mortgage, indenture, bond, security agreement, or other instrument under or pursuant to which Bassett has outstanding indebtedness for borrowed money or the extension of credit, or any payables or accrued expenses, including all interest, fees and penalties payable thereunder, as of June 21, 2007. It is understood that the indebtedness of Bassett set forth on Schedule 3.19 will be assumed by the Surviving Corporation, subject to any continuing guaranties required by the holders of such indebtedness.

Section 3.20. Disclosure

No representation or warranty of Bassett or the Shareholders in this Agreement and no statement in the Bassett disclosure schedules contains any statement which is false or misleading with respect to any material fact or omits to state a material fact necessary to make the statements herein or therein, in light of the circumstances in which they were made, not false or misleading. To the knowledge of Bassett or the Shareholders, no fact exists that has specific application to either the business of Bassett (other than general economic or industry conditions) and that materially and adversely affects the assets, business, prospects, financial condition, or results of operations of Bassett taken as a whole that has not been set forth in this Agreement.

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ARTICLE IV**Representations and Warranties of Merger Sub**

Merger Sub represents and warrants to Bassett and the Shareholders as follows:

Section 4.1. Organization and Qualification

Merger Sub is a corporation duly organized, validly existing and in good standing under Delaware law. Merger Sub was formed solely for the purpose of engaging in the transactions contemplated by this Agreement. As of the date of this Agreement, except for obligations or liabilities incurred in connection with its incorporation and organization and otherwise in connection with the transactions contemplated by this Agreement, Merger Sub has not incurred, directly or indirectly, any obligations or liabilities or engaged in any business activities of any type or kind whatsoever or entered into any agreements or arrangements with any Person. Merger Sub is duly qualified to conduct its business, and is in good standing, in each jurisdiction where the character of its properties owned, operated or leased or the nature of its activities makes such qualification necessary, except for such failures which have not had and would not be reasonably likely to have a Material Adverse Effect on Merger Sub.

Section 4.2. Capitalization

The authorized capital stock of Merger Sub consists of 1,000 shares of common stock, par value \$0.0001 per share ("Merger Sub Common Stock") and there is no authorized or issued shares of any other class of Merger Sub stock. As of July 2, 2007: (i) 1,000 shares of Merger Sub Common Stock were issued and outstanding, all of which are owned beneficially and of record by MEL; (ii) there are no outstanding options, warrants or other rights to receive Merger Sub Common Stock or any security convertible into Merger Sub Common Stock; and (iii) no shares of Merger Sub Common Stock are held by Merger Sub in Merger Sub's treasury.

Section 4.3. Certificate of Incorporation and Bylaws

Merger Sub has heretofore delivered to Bassett a complete and correct copy of the Articles of Incorporation and the Bylaws of Merger Sub, each as amended to date. Such Articles of Incorporation and Bylaws are in full force and effect. Merger Sub is not in material violation of any of the provisions of its certificate of incorporation or bylaws.

Section 4.4. Authority

Merger Sub has the necessary corporate power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. Merger Sub has the requisite corporate power and authority and any necessary governmental authority, franchise, license or permit to own, operate, lease and otherwise to hold and operate its assets and properties and to carry on its business as now being conducted, except for such failures which have not had and would not reasonably be likely to have a Material Adverse Effect on Merger Sub. The execution and delivery of this Agreement by Merger Sub and the consummation by Merger Sub of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action and no other corporate proceedings on the part of Merger Sub are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by Merger Sub and, assuming the due authorization, execution and delivery of this Agreement by Bassett and MEL, constitutes a legal, valid and binding obligation of Merger Sub, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws of general applicability relating to or affecting creditors' rights generally and by the application of general principles of equity.

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Section 4.5. No Conflict; Required Filings and Consents

The execution and delivery of this Agreement by Merger Sub does not, and the performance by Merger Sub of its obligations under this Agreement will not, (i) conflict with or violate the certificate of incorporation or bylaws of Merger Sub, (ii) subject to compliance with the requirements set forth in Section 4.4(b) below, conflict with or violate any law, statute, ordinance, rule, regulation, order, judgment or decree applicable to Merger Sub or by which any of its properties or assets is bound or affected, or (iii) result in any breach of or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of any Encumbrance on any of the properties or assets of Merger Sub pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which Merger Sub is a party or by which Merger Sub or any of its properties or assets is bound or affected, except, in the case of clauses (ii) and (iii) above, for any such conflicts, violations, breaches, defaults or other alterations or occurrences that would not prevent or delay consummation of the Merger in any material respect, or otherwise prevent Merger Sub from performing its obligations under this Agreement in any material respect.

Section 4.6. Absence of Litigation

There are (a) no claims, actions, suits, investigations, or proceedings pending or, to the knowledge of Merger Sub or MHI, threatened against Merger Sub before any court, administrative, governmental, arbitral, mediation or regulatory authority or body, domestic or foreign, that would be reasonably likely to have a Material Adverse Effect on Merger Sub or that challenge or seek to prevent, enjoin, alter or materially delay the transactions contemplated hereby, and (b) no judgments, decrees, injunctions or orders of any governmental entity or arbitrator outstanding against Merger Sub that would be reasonably likely to have a Material Adverse Effect on Merger Sub.

Section 4.7. Licenses and Permits; Compliance with Laws

Merger Sub holds all permits which are necessary for the operation of the businesses of Merger Sub as presently conducted and for Merger Sub to own, lease and operate its properties, except where the failure to have any such permits, licenses or approvals would not have a Material Adverse Effect on Merger Sub. Merger Sub is in compliance with the terms of the Permits and all applicable statutes, laws, ordinances, rules and regulations, except where the failure so to comply would not have a Material Adverse Effect on Merger Sub.

Section 4.8. Taxes

Merger Sub has prepared and filed on a timely basis with all appropriate governmental entities all material returns, reports, information statements and other documentation (including extensions) required to be filed by Merger Sub in respect of taxes (the "Merger Sub Tax Returns") and all such Merger Sub Tax Returns are correct and complete in all respects. Merger Sub has paid in full all taxes due (other than taxes, the failure of which to pay would not have a Material Adverse Effect on Bassett) and, in the case of material taxes accruing but not due, Merger Sub has made adequate provisions in its books and records and financial statements for such payments. In addition, (a) there are no assessments of, or claims against, Merger Sub with respect to taxes that are outstanding; (b) no governmental entity is conducting an examination or audit of Merger Sub in respect of taxes and Merger Sub has not received notice of any such examination or audit from any governmental entity; and (c) Merger Sub has not executed or filed any agreement extending the period of assessment or collection of any taxes which remains in effect.

Section 4.9. Disclosure

No representation or warranty of Merger Sub in this Agreement contains any statement which is false or misleading with respect to any material fact or omits to state a material fact necessary to make the statements herein or therein, in light of the circumstances in which they were made, not false or misleading. To the knowledge of Merger Sub, no fact exists that has specific application to either the business of

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Merger Sub (other than general economic or industry conditions) and that materially and adversely affects the assets, business, prospects, financial condition, or results of operations of Merger Sub taken as a whole that has not been set forth in this Agreement.

ARTICLE V

Representations and Warranties of MEI

MEI represents and warrants, on behalf of itself and each of its subsidiaries, to Bassett and the Shareholders, subject to the exceptions set forth herein and in MEI's disclosure schedules delivered by MEI to Bassett dated as of the date hereof and certified by a duly authorized officer of MEI (which exceptions shall specifically identify a section, subsection or clause of a single section or subsection hereof, as applicable, to which such exception relates, it being understood and agreed that each such exception shall not be deemed to be disclosed under any other section, subsection or clause hereof unless such disclosure reasonably relates thereto), that:

Section 5.1. Organization and Qualification; Subsidiaries

MEI is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization. MEI is duly qualified to conduct its business, and is in good standing, in each jurisdiction where the character of its properties owned, operated or leased or the nature of its activities makes such qualification necessary, except for such failures which have not had and would not be reasonably likely to have a Material Adverse Effect on MEI. MEI has the requisite corporate power and authority and any necessary governmental authority, franchise, license or permit to own, operate, lease and otherwise to hold and operate its assets and properties and to carry on its business as now being conducted, except for such failures which have not had and would not be reasonably likely to have a Material Adverse Effect on MEI. MEI has no Subsidiaries other than those listed in Schedule 5.1, each of which is wholly-owned by MEI, or any direct or indirect beneficial ownership of any securities, equity or other ownership interest in any Person other than those listed on Schedule 5.1.

Section 5.2. Articles of Incorporation and Bylaws

MEI has heretofore delivered to Bassett a complete and correct copy of the Articles of Incorporation and the Bylaws of MEI, as amended to date. The Articles of Incorporation and Bylaws are in full force and effect. MEI is not in material violation of any of the provisions of its certificate of incorporation or bylaws.

Section 5.3. Capitalization

The authorized capital stock of MEI consists of one hundred million (100,000,000) shares of MEI Common Stock and no shares of preferred stock. As of July 2, 2007: (i) approximately three million one hundred thousand (3,100,000) shares of MEI Common Stock were issued and outstanding; and (ii) all shares of MEI Common Stock issuable upon the exercise of outstanding employee stock options or other rights to purchase or receive MEI Common Stock granted under the MEI stock option plans have been reserved for issuance. Schedule 5.3 sets forth a list of all stock options or other rights to purchase or receive MEI Common Stock. All shares of MEI Common Stock issued and outstanding have been duly and validly authorized and issued, are fully paid and non-assessable, and were issued pursuant to an exemption from registration in accordance with applicable federal and state securities laws.

Section 5.4. Authority

MEI has the necessary corporate power and authority to enter into this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by MEI and the consummation by MEI of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action and no other proceedings on the

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part of MEI are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by MEI and, assuming the due authorization, execution and delivery by Bassett and Merger Sub, constitutes a legal, valid and binding obligation of MEI, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws of general applicability relating to or affecting creditors' rights generally and by the application of general principles of equity. MEI, as the sole stockholder of Merger Sub, has approved the Merger and this Agreement.

Section 5.5. No Conflict

The execution and delivery of this Agreement by MEI do not, and the performance by MEI of its obligations under this Agreement will not, (i) conflict with or violate the Articles of Incorporation or Bylaws of MEI, (ii) conflict with or violate any law, statute, ordinance, rule, regulation, order, judgment or decree applicable to MEI or by which any of its or assets is bound or affected, or (iii) except as set forth in Schedule 5.5, result in any breach of or constitute a default (or an event which with or without notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of an encumbrance on any of the properties or assets of MEI pursuant to any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which MEI is a party or by which MEI or any of its properties or assets are bound or affected, except, in the case of clauses (ii) and (iii) above, for any such conflicts, violations, breaches, defaults or other alterations or occurrences that (A) would not prevent or delay consummation of the Merger in any material respect or otherwise prevent MEI from performing its obligations under this Agreement in any material respect, and (B) have not and would not be reasonably likely to have a Material Adverse Effect on MEI.

Section 5.6. Financial Statements

Included in Schedule 5.6 are true and complete copies of the financial statements of MEI consisting of an unaudited balance sheet of MEI as of June 20, 2007 (the "MEI Interim Balance Sheet"), and the related unaudited consolidated statements of profit and loss (from June 21, 2007), and cash flows for the period then ended (together with the MEI Interim Balance Sheet, the "MEI Financial Statements"). Each of the MEI Financial Statements has been prepared in accordance with GAAP applied on a consistent basis throughout the periods involved and (ii) fairly present the consolidated financial position of MEI as of the respective dates thereof and the consolidated results of operations and cash flows for the periods indicated, except that MEI Financial Statements do not contain footnotes and lack other presentation items and are subject to audit adjustments. The books and records of MEI have been and are being maintained in accordance with GAAP and reflect only actual bona fide transactions.

Section 5.7. No Undisclosed Liabilities

MEI does not have any liabilities or obligations of any nature, whether or not accrued, contingent or otherwise, except (a) liabilities or obligations reflected in the MEI Financial Statements, (b) liabilities or obligations as of June 20, 2007, incurred in the ordinary course of business and of a character or amount not required to be reflected in such financial statements, (c) liabilities or obligations incurred in the ordinary course of business consistent with past practice since inception, which have not had, and are not reasonably likely to have, a Material Adverse Effect on MEI and (d) liabilities or obligations which have not had and are not reasonably likely to have a Material Adverse Effect on MEI.

Section 5.8. Absence of Litigation

Except as set forth on Schedule 5.8, there are (a) no claims, actions, suits, investigations, or proceedings pending or, to the knowledge of MEI, threatened against MEI before any court, administrative, governmental, arbitral, mediation or regulatory authority or body, domestic or foreign, that would be reasonably likely to have a Material Adverse Effect on MEI or that challenge or seek to prevent, enjoin, alter or materially delay the transactions contemplated hereby, and (b) no judgments, decrees, injunctions or orders of any governmental entity or arbitrator outstanding against MEI that would be reasonably likely to have a Material Adverse Effect on MEI.

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Section 5.9. Licenses and Permits; Compliance with Laws

MEI holds all permits, licenses, franchises, authorizations and approvals from all governmental entities (the "MEI Permits") which are necessary for the operation of the businesses of MEI as presently conducted and for MEI to own, lease and operate its properties, except where the failure to have any such permits, licenses or approvals would not have a Material Adverse Effect on MEI. MEI is in compliance with the terms of the MEI Permits and all applicable statutes, laws, ordinances, rules and regulations, except where the failure so to comply would not have a Material Adverse Effect on MEI. Schedule 5.9 sets forth a complete and accurate list of the MEI Permits. MEI has provided, or prior to the Closing will provide, Bassett with true, correct and complete copies of each MEI Permit. Except as set forth on Schedule 5.9:

(a) The MEI Permits are in full force and effect, the continuing validity and effectiveness of the MEI Permits will not be affected by the transactions contemplated by this Agreement, and the MEI Permits will continue without premium, penalty, restriction or any adverse consequences as a result of the transactions contemplated by this Agreement;

(b) All applications required to have been filed for renewal of the MEI Permits have been duly filed on a timely basis with the appropriate governmental entities, and all other filings required to have been made with respect to the MEI Permits have been duly made on a timely basis with the appropriate governmental entities; and

(c) MEI is in compliance in all material respects with all conditions or requirements of the MEI Permits applicable thereto and has not been notified by any governmental entity that such entity intends to cancel, terminate, or modify any of the MEI Permits.

Disclosure by MEI of consents or approvals required under any MEI Permit will not relieve MEI of its obligation to obtain all such consents or approvals at or before Closing.

Section 5.10. Taxes

Except as set forth on Schedule 5.10, MEI has prepared and filed on a timely basis with all appropriate governmental entities all material returns, reports, information statements and other documentation (including extensions) required to be filed by MEI in respect of taxes (the "MEI Tax Returns") and all such MEI Tax Returns are correct and complete in all respects. MEI has paid in full all taxes due (other than taxes, the failure of which to pay would not have a Material Adverse Effect on MEI) and, in the case of material taxes accruing but not due, MEI has made adequate provisions in its books and records and financial statements for such payments. MEI has withheld from payments made to its present or former employers, contractors, officers and directors or other third parties, all amounts required by law to be withheld, except where the liability for which would not have a Material Adverse Effect on MEI, and has, where required, remitted such amounts within the applicable periods to the appropriate governmental entities. In addition, except as set forth on Schedule 5.10, (a) there are no assessments of, or claims against, MEI with respect to taxes that are outstanding; (b) no governmental entity is conducting an examination or audit of MEI in respect of taxes and MEI has not received notice of any such examination or audit from any governmental entity; and (c) MEI has not executed or filed any agreement extending the period of assessment or collection of any taxes which remains in effect.

Section 5.11. Material Contracts

Set forth on Schedule 5.11 is a complete and accurate list of each material contract, lease, indenture, mortgage, instrument, commitment or other agreement, arrangement or understanding, oral or written, formal or informal, to which MEI is a party or by which its assets may be affected. Without limiting the generality of the foregoing, Schedule 5.11 contains a complete and accurate list of:

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(a) Each contract and account, whether written or oral, between MEI and any party to whom and pursuant to which MEI provides or will provide products or services which provide for the receipt by MEI of more than Twenty-Five Thousand Dollars (\$25,000) annually;

(b) Each contract, whether written or oral, between MEI and any party to whom MEI paid, or is obligated to pay, more than Twenty-Five Thousand Dollars (\$25,000) for the twelve (12) month period ending December 31, 2007, or any subsequent twelve (12) month period;

(c) Each agreement, contract or commitment containing any covenant restricting or limiting the freedom of MEI to engage in any line of business or compete with any person;

(d) Each joint venture, partnership agreement or other agreement (however named) involving a sharing of profits, losses, costs or liabilities in which MEI is involved;

(e) Each agreement, contract or commitment relating to capital expenditures involving future obligations of MEI in excess of Twenty-Five Thousand Dollars (\$25,000) and not cancelable at any time without penalty;

(f) Each agreement or plan to which MEI is a party or by which it is bound, any of the benefits of which will be increased, or the vesting of benefits of which will be accelerated, by the occurrence of any of the transactions contemplated by this Agreement, or the value of any of the benefits of which will be calculated on the basis of any of the transactions contemplated by this Agreement;

(g) Each agreement of indemnification, hold harmless or guaranty to which MEI is a party or by which it is bound other than indemnification provisions in MEI's Articles of Incorporation or Bylaws;

(h) Each agreement, contract or commitment to which MEI is a party or by which it is bound relating to the disposition or acquisition of assets not in the ordinary course of business or any ownership interest in any corporation, partnership, joint venture, or other business enterprise;

(i) Each personal guaranty of the any of the shareholders of MEI or any third party regarding any assets or financial arrangements of MEI; and

(j) Each agreement, contract or commitment that provides for an undertaking by MEI to be responsible for consequential, indirect, special, exemplary or punitive damages.

The contracts and agreements that are required to be identified above are hereinafter referred to as the "MEI Material Contracts." True and complete copies of each written MEI Material Contract and true and complete written summaries of each oral MEI Material Contract have been made available to Bussett by MEI. Except as set forth in Schedule 5.11:

(a) Each of the MEI Material Contracts is a valid, binding and enforceable (except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws of general applicability relating to or affecting creditors' rights generally and by the application of general principles of equity) agreement of MEI and, to the knowledge of MEI, each other party that is a party thereto, and will continue to be valid, binding and enforceable (except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws of general applicability relating to or affecting creditors' rights generally and by the application of general principles of equity) after the Closing;

(b) As of the date hereof, MEI has no reason to believe that it will not be able to fulfill all of its material obligations under the MEI Material Contracts that remain to be performed after the date hereof, and MEI has not been notified by any governmental or other party that such party intends to cancel, terminate, or modify any of such MEI Material Contracts; and

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(c) There has not occurred any material default (or event that, upon the provision of notice or lapse of time or both, would become such a default) under any of the MEI Material Contracts.

Disclosure by MEI of consents or approvals required under any MEI Material Contract or Permit will not relieve MEI of its obligation to obtain all such consents or approvals at or before Closing.

Section 5.12. Properties; Assets

Except as described in clause (c) below or as set forth on Schedule 5.12: (a) MEI does not own or lease any real property; (b) MEI has good, valid and marketable title to, or a valid leasehold interest in, as applicable, all real property owned or leased by MEI or a MEI Subsidiary and all other properties and assets reflected in the balance sheet of MEI at June 20, 2007, and (c) none of such properties or assets is subject to any encumbrance, except for liens for taxes not yet due and payable, and easements and restrictions of record, if any, which are not substantial in amount, do not materially detract from the value of the property or assets subject thereto and do not impair the operations of MEI thereon.

Section 5.13. Insurance

MEI maintains insurance policies which: (a) insure against such risks, and are in such amounts, as are appropriate and reasonable, in the judgment of MEI management, considering MEI's properties, businesses and operations; (b) are in full force and effect; and (c) are valid, outstanding, and enforceable. MEI has not received or given notice of cancellation with respect to any such insurance policies which are currently in effect.

Section 5.14. Board and Stockholder Approval

The Board of Directors of MEI has determined that the transactions contemplated by this Agreement are in the best interests of MEI and its stockholders. Approval by the stockholders of MEI is not necessary under Florida Law to approve and adopt this Agreement and the transactions contemplated hereby, including the Merger.

Section 5.15. Brokers

No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of MEI.

Section 5.16. Tax Matters

Neither MEI nor any of its affiliates has taken or agreed to take any action or failed to take any action that would prevent the Merger from constituting a reorganization within the meaning of Section 368(a) of the Code.

Section 5.17. Valid Issuances

The MEI Common Stock to be issued in the Merger, when issued in accordance with the provisions of this Agreement, will be duly authorized, validly issued, fully paid and nonassessable, and except as provided by or created under this Agreement shall be free of all liens and encumbrances and not subject to preemptive rights; provided, however, such shares will be subject to restrictions on transfer under applicable federal and state securities laws.

Section 5.18. Business Relationships

The relationships of MEI with its significant customers, distributors, licensees and suppliers are satisfactory in all material respects to MEI and, to the knowledge of MEI, the execution of this Agreement

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and the consummation of the Merger and the other transactions contemplated hereby will not materially adversely affect the relationships of MBI with such customers, distributors, licensees and suppliers.

Section 5.19. Accounts Receivable

Schedule 5.19 contains (i) a complete and accurate list of MBI's accounts and notes receivable as of June 21, 2007, which schedule will be updated as of the Closing Date, and (ii) a complete and accurate schedule showing the aging of such accounts and notes receivable. Such accounts and notes receivable arose in bona fide arm's-length transactions in the normal course of business, and to the knowledge of MBI, are valid and binding obligations of the account debtors without counterclaims, setoffs, or other defenses thereto. The values at which accounts and notes receivable are carried on MBI's books and records reflect the receivables valuation policy of MBI, which is consistent with its past practices.

Section 5.20. Indebtedness and Payables

Schedule 5.20 lists every contract, agreement, franchise, mortgage, indenture, bond, security agreement, or other instrument under or pursuant to which MBI has outstanding indebtedness for borrowed money or the extension of credit, or any payables or accrued expenses, including all interest, fees and penalties payable thereunder, as of June 21, 2007.

Section 5.21. Disclosure

No representation or warranty of MBI in this Agreement and no statement in the MBI disclosure schedules contains any statement which is false or misleading with respect to any material fact or omits to state a material fact necessary to make the statements herein or therein, in light of the circumstances in which they were made, not false or misleading. To the knowledge of MBI, no fact exists that has specific application to either the business of MBI (other than general economic or industry conditions) and that materially and adversely affects the assets, business, prospects, financial condition, or results of operations of MBI taken as a whole that has not been set forth in this Agreement.

ARTICLE VI

Additional Agreements

Section 6.1. Confidentiality

MBI and Bassett each acknowledge and agree that (a) all information received by it (the "Receiving Party") from or on behalf of the other party in connection with the transactions contemplated under this Agreement shall be deemed received pursuant to the confidentiality agreements previously executed between Bassett and MBI (the "Confidentiality Agreements"), (b) such Receiving Party shall, and shall cause its officers, directors, employees, affiliates, financial advisors and agents to comply with the provisions of the Confidentiality Agreements with respect to such information, and (c) the provisions of the Confidentiality Agreements are hereby incorporated herein by reference with the same effect as if fully set forth herein.

Section 6.2. Public Announcements

MBI and Bassett shall consult with each other before issuing any press release or otherwise making any public statements with respect to the transactions contemplated hereunder. Neither MBI nor Bassett shall issue any such press release or make any such public statement prior to such consultation, except as may be required by law or any listing agreement. At or prior to the issuance of any such release or statement or any other press release, a copy of any such release shall be provided by facsimile or other electronic transmission to the other party.

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Section 6.3. Indemnification

(a) **By the Shareholders for Breaches by Bassett.** Subject to the terms and conditions of this Article VI, the Shareholders hereby agree to indemnify, defend and hold harmless MEI and its subsidiaries (including the Surviving Corporation after the Effective Time) and their respective directors, officers, employees and controlled and controlling persons (collectively, "MEI Affiliates"), from and against all Damages (as defined below) and Claims (as defined below) asserted against, imposed upon, or incurred by MEI or any MEI Affiliate, directly or indirectly, by reason of, arising out of, or resulting from (a) the inaccuracy or breach as of the date hereof or as of the Closing Date of any representation or warranty of Bassett contained in or made pursuant to this Agreement or (b) the breach of any covenant or agreement of Bassett contained in or made pursuant to this Agreement. As used in this Article VI, the term (i) "Claim" means any and all claims, causes of action, demands, lawsuits, suits, proceedings, governmental investigations or audits and administrative orders and (ii) "Damages" means all debts, liabilities, obligations, losses, including diminution of value, damages, costs and expenses, whether actual, consequential or punitive, interest (including, without limitation, prejudgment interest), penalties, reasonable legal fees, disbursements and costs of investigations, deficiencies, levies, duties and imposts.

(b) **By Shareholders for Breaches by Shareholders.** Subject to the terms and conditions of this Article VI, Shareholders hereby agree to indemnify, defend and hold harmless MEI and the MEI Affiliates, from and against all Damages and Claims asserted against, imposed upon or incurred by MEI and/or the MEI Affiliates, directly or indirectly, by reason of, arising out of or resulting from (a) the inaccuracy or breach as of the date hereof or as of the Closing Date of any representation or warranty of Shareholders contained in or made pursuant to this Agreement, or (b) the breach of any covenant or agreement of Shareholders contained in or made pursuant to this Agreement.

(c) **By MEI.** Subject to the terms and conditions of this Article VI, MEI hereby agrees to indemnify, defend and hold harmless the Shareholders, their successors and assigns, from and against all Damages and Claims asserted against, imposed upon or incurred by the Shareholders, directly or indirectly, by reason of, arising out of or resulting from (a) the inaccuracy or breach as of the date hereof or as of the Closing Date of any representation or warranty of MEI or Merger Sub contained in or made pursuant to this Agreement or (b) the breach of any covenant or agreement of MEI or Merger Sub contained in or made pursuant to this Agreement.

Section 6.4. Defense of Third Party Claims.

The obligations and liabilities of any party to indemnify any other party under Sections 6.3 and 6.4 with respect to Claims or Damages relating to or arising from third parties (a "Third Party Claim"), shall be subject to the following terms and conditions:

(a) The party or parties to be indemnified hereunder (whether one or more, the "Indemnified Party") will give the other party or parties (whether one or more, the "Indemnifying Party") prompt written notice of any such Third Party Claim, and the Indemnifying Party may undertake the defense thereof by representatives chosen by it upon written notice to the Indemnified Party provided within 20 days of receiving notice of such Third Party Claim (or sooner if the nature of the Third Party Claim so requires). Failure of the Indemnified Party to give such notice shall not affect the Indemnifying Party's duty or obligations under Sections 6.3 and 6.4, except to the extent the Indemnifying Party is prejudiced thereby. The Indemnified Party shall make available to the Indemnifying Party or its representatives all records and other materials required by them and in the possession or under the control of the Indemnified Party, for the use of the Indemnifying Party and its representatives in defending any such Claim, and shall in other respects give reasonable cooperation in such defense.

(b) If the Indemnifying Party, within 20 days after notice of any such Third Party Claim (or sooner if the nature of the Third Party Claim so requires), fails to defend such Third Party Claim actively and in good faith, then the Indemnified Party will (upon further notice) have the right to undertake the defense, compromise or settlement of such Third Party Claim, or consent to the entry of a judgment with

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respect thereto, and the Indemnifying Party shall thereafter have no right to challenge the Indemnified Party's defense, compromise or settlement thereof.

(c) Notwithstanding anything in this Article VI to the contrary (i) if there is a reasonable possibility, in the Indemnified Party's opinion, that a Third Party Claim may adversely affect the Indemnified Party other than as a result of money damages or other money payments, the Indemnified Party shall have the right to defend, compromise or settle such Third Party Claim (provided that the Indemnified Party shall not settle or consent to any judgment without first obtaining the consent of the Indemnifying Party, which shall not be unreasonably withheld), and (ii) the Indemnifying Party shall not, without the written consent of the Indemnified Party, settle or compromise any Third Party Claim or consent to the entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party of an unconditional release from all liability in respect of such Third Party Claim.

Section 6.5. Payment

Upon the occurrence of a Claim or Damages, other than a Third Party Claim, for which indemnification is believed to be due under this Article VI, the Indemnified Party shall provide notice of such Claim or Damages to the Indemnifying Party, stating the circumstances giving rise to the Claim or Damages, specifying the amount of the Claim or Damages and making a request for any payment then believed due. Any such claim for indemnification shall be conclusive against the Indemnifying Party in all respects 20 days after receipt by the Indemnifying Party of such notice, unless within such period the Indemnifying Party sends the Indemnified Party a notice disputing the propriety of such claim. Such notice of dispute shall describe the basis for such objection and the amount of the claim as to which the Indemnifying Party does not believe should be subject to indemnification. Upon receipt of any such notice of objection, both the Indemnified Party and the Indemnifying Party shall use their reasonable best efforts to cooperate and arrive at a mutually acceptable resolution of such dispute within the next 30 days.

Section 6.6. Survival of Representations and Warranties

All representations, warranties, covenants and agreements in this Agreement or made pursuant hereto shall survive until the third anniversary of the Closing Date; provided, however, that in no event shall any Indemnified Party be permitted to make any claim under Article VI unless such claim is first asserted on or before the second anniversary of the Closing Date, except with respect to Claims or Damages arising from or with respect to (i) actual fraud or (ii) breach of any covenants or agreements to be performed after the Effective Time.

Section 6.7. Release of Personal Guarantees

Immediately after the Effective Time, MEI shall take any and all actions necessary to then extinguish each of the personal guarantees listed on Schedule 6.7 hereof.

ARTICLE VII

Amendment and Waiver

Section 7.1. Amendment

This Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.

Section 7.2. Waiver

At any time prior to the Effective Time, any party hereto may waive any inaccuracies in the representations and warranties of any other party contained herein or in any document delivered pursuant

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hereto and/or waive compliance by any other party with any of the agreements or conditions contained herein. Any such waiver shall be valid only if set forth in an instrument in writing signed by the party or parties to be bound thereby.

Section 7.3. Fees, Expenses and Other Payments

Except as otherwise set forth in this Agreement, all costs and expenses incurred by the parties hereto shall be borne solely and entirely by the party which has incurred such costs and expenses.

ARTICLE VIII

General Provisions

Section 8.1. Notices

All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of the date delivered, mailed or transmitted, and shall be effective upon receipt, if delivered personally, mailed by registered or certified mail (postage prepaid, return receipt requested) to the parties at the following addresses (or at such other address for a party as shall be specified by like changes of address) or sent by electronic transmission to the fax number specified below. A party electing to provide notice by electronic transmission as provided herein shall also provide mailed copies of any such notice.

(a) If to MEI or Merger Sub:

My EDGAR, Inc.
201 Shannon Oaks Circle
Suite 105
Cary, North Carolina 27511
Phone No.: (919) 481-4000
Fax No.: (919) 481-6222
Attention: Chief Executive Officer

With a copy (which shall not constitute notice) to:

Quick Law Group PC
900 West Pearl Street, Suite 300
Boulder, CO 80302
Phone No.: (720) 259-3393
Fax No.: (303) 845-7315
Attention: Jeffery Quick, Esq.

(b) If to Bassett or the Shareholders:

Bassett Press Inc.
848 NW 47th Street
Deerfield Beach, FL 33064
Phone No.: (954) 537-1859
Fax No.: (954) 793-4876
Attention: Dave Bassett and Jacqueline Dittrich

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With a copy (which shall not constitute notice) to:

Kain & Valinsky, P.A.
750 SE Third Avenue, Suite 100
Ft. Lauderdale, FL 33316-1153
Phone No.: (954) 768-0678
Fax No.: (954) 768-0158
Attention: Michelle Kain, Esq.

Section 8.2. Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy or other judgment, decree, injunction or order, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties herein shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

Section 8.3. Entire Agreement

This Agreement (together with the Exhibits, the Disclosure Schedules and the other documents delivered pursuant hereto) constitute the entire agreement of the parties and supersede all prior agreements and undertakings, both written and oral, between the parties, or any of them, with respect to the subject matter hereof and, except as otherwise expressly provided herein, are not intended to confer upon any other Person any rights or remedies hereunder.

Section 8.4. Enforcement

The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms. It is accordingly agreed that the parties shall be entitled to specific performance of the terms hereof, this being in addition to any other remedy to which they are entitled at law or in equity.

Section 8.5. Assignment

Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

Section 8.6. Third Party Beneficiaries

Subject to Section 8.5, this Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, except for the rights of the Indemnified Persons under Sections 6.3, 6.4 and 6.5.

Section 8.7. Governing Law; Jurisdiction and Venue; Attorney's Fees; Waiver of Trial by Jury

This Agreement shall be governed by, and construed solely in accordance with, the laws of the State of Florida, regardless of the laws that might otherwise govern under applicable conflict or choice of law principles. Jurisdiction and venue for any action and/or proceeding relating to or arising out of this Agreement shall be solely in the Federal and/or state courts located in Broward County, Florida without consideration of conflict or choice of law principles. The prevailing party in any action or proceeding

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relating to or arising out of this Agreement shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with the action or proceeding from the other party. EACH OF DASSETT, MERGER SUB AND MEI HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF DASSETT, MERGER SUB OR MEI IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

Section 8.3. Counterparts

This Agreement may be executed and delivered in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be executed and delivered as of the date first written above.

"MEI"

My EDGAR, Inc.

By: _____
Name: Brian R. Balbirmie Title: Chief Executive Officer

By: _____
Name: James Learish Title: President

"Merger Sub"

MEI ACQUISITION CORP.

By: _____
Name: Brian R. Balbirmie Title: Chief Executive Officer

"Bassett"

BASSETT PRESS, INC.

By: _____
Name: _____
Title: _____

"Shareholders"

Dave Bassett, individually

Jacqueline Dittrich, individually

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