

P00000010367

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32302
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

Guardian Productions, LLC

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Art of Inc. File _____
LTD Partnership File _____
Foreign Corp. File _____
L.C. File _____
Fictitious Name File _____
Trade/Service Mark _____
☒ Merger File Cert _____
Art. of Amend. File _____
RA Resignation _____
Dissolution / Withdrawal _____
Annual Report / Reinstatement _____
Cert. Copy _____
Photo Copy _____
Certificate of Good Standing _____
Certificate of Status _____
Certificate of Fictitious Name _____
Corp Record Search _____
Officer Search _____
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Fictitious Owner Search _____
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Signature _____

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FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

July 24, 2000

CAPITAL CONNECTION

SUBJECT: VISUAL BIBLE, INC.
Ref. Number: P00000010367

We have received your document for VISUAL BIBLE, INC. and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please remove number 7. "Designation of Delaware Secretary of State as Agent for Service of Process", this is not acceptable. The surviving corporation must have a Florida Registered Agent, also, Exhibit 1 must be titled PLAN OF MERGER, the title "Merger Agreement" is not acceptable.

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

If you have any questions concerning the filing of your document, please call (850) 487-6967.

Michelle Hodges
Document Specialist

Letter Number: 800A00040169

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DIVISION OF CORPORATIONS
TALLAHASSEE, FL 32314

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

GUARDIAN PRODUCTIONS, LLC., a Delaware Limited Liability Company

INTO

VISUAL BIBLE, INC., a Florida entity, P00000010367.

File date: July 21, 2000

Corporate Specialist: Michelle Hodges

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**ARTICLES OF MERGER OF
GUARDIAN PRODUCTIONS, LLC.,
a Delaware limited liability company**

INTO

**VISUAL BIBLE, INC.,
a Florida corporation**

P00000010367

Pursuant to the provisions of § 607.1105 of the Florida Business Corporation Act (the "FBCA") and Section 18-209 of the Delaware Limited Liability Company Act (the "DLLCA"), and for the purpose of effecting the merger (the "Merger") of Guardian Productions, LLC., a Delaware limited liability company ("Guardian") with and into Visual Bible, Inc., a Florida corporation ("Visual Bible or the Surviving Corporation"), Visual Bible and Guardian have adopted these Articles of Merger (the "Articles of Merger").

1. The Plan of Merger. The plan and agreement of merger (the "Plan of Merger") between Guardian and Visual Bible is set forth in the Plan of Merger dated August 14, 2000, a copy of which, without the exhibits thereto, is attached hereto as Exhibit 1 and incorporated herein by reference as if fully set forth herein. A copy of the Plan of Merger, with exhibits, is on file at the offices of Visual Bible located at 5100 Town Center Circle, Suite 330, Boca Raton, Florida 33486, and will be furnished by Visual Bible, on request and without cost, to any shareholder of Visual Bible or to any member of Guardian.
2. Approval By Visual Bible. The Plan of Merger was unanimously recommended for approval by the board of directors of Visual Bible on July 14, 2000, and was approved and adopted by the shareholders of Visual Bible on July 17, 2000.
3. Approval By Guardian. The Plan of Merger was unanimously approved and adopted by the members of Guardian on July 17, 2000.
4. Effective Time. The Merger shall become effective in the State of Florida (the "Effective Time") on the date of filing of these Articles by the Secretary of State of Florida.
5. Dissenters Rights. Visual Bible has agree to promptly pay to dissenting shareholders or members, as the case may be, if any, the amount, if any, to which they are entitled under applicable Florida or Delaware law.
6. Service of Process. On and after the Effective Time, Visual Bible agrees that it may be served with process in Delaware in any proceeding for enforcement of any obligation of Visual Bible or Guardian arising from the Merger.

IN WITNESS WHEREOF, the parties have executed these Articles this 20th day of July, 2000.

Visual Bible Inc., a Florida corporation

By: 

James D. Beatty, President

Guardian Productions, LLC, a Delaware
limited liability company

By: 

Bess V. Fotopoulos, Vice President

Exhibit 1

Plan of Merger

MERGER AGREEMENT

BETWEEN

VISUAL BIBLE, INC., a Florida corporation

AND

GUARDIAN PRODUCTIONS, LLC., a Delaware limited liability company

July 14, 2000

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MERGER AGREEMENT

Agreement entered into on July 14, 2000, by and between Visual Bible, Inc., a Florida corporation (the "Surviving Corporation") and Guardian Productions, LLC., a Delaware limited liability company (the "Target"). Surviving Corporation and Target are referred to collectively herein as the "Parties."

W I T N E S S E T H:

WHEREAS, this Agreement contemplates a transaction in which Target will merge with and into Surviving Corporation;

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows:

1. Definitions.

"Affiliate" has the meaning set forth in Rule 12b-2 of the regulations promulgated under the Securities Exchange Act.

"Articles of Merger" has the meaning set forth in paragraph 2.(c).

"Closing" has the meaning set forth in paragraph 2.(b).

"Closing Date" has the meaning set forth in paragraph 2.(b).

"Confidential Information" means any information concerning the businesses and affairs of the Parties that is not already generally available to the public.

"Effective Time" has the meaning set forth in paragraph 2.(d)(1).

"Florida Business Corporation Act" means the general corporation law of the State of Florida, as amended.

"GAAP" means United States generally accepted accounting principles as in effect from time to time.

"Knowledge" means actual knowledge without independent investigation.

"Merger" has the meaning set forth in paragraph 2.(a).

"Merger Consideration" has the meaning set forth in paragraph ?.

"Most Recent Fiscal Quarter End" has the meaning set forth in paragraph 3.(e).

"Ordinary Course of Business" means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency).

"Party" has the meaning set forth in the preface above.

"Person" means an individual, a partnership, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a governmental entity (or any department, agency, or political subdivision thereof).

"Requisite Member Approval" means the affirmative vote of the holders of a majority of Target Interests in favor of this Agreement and the Merger.

"Requisite Shareholder Approval" means the affirmative vote of the holders of a majority of Surviving Corporation Common Stock in favor of this Agreement and the Merger.

"SEC" means the Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended.

"Securities Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Security Interest" means any mortgage, pledge, lien, encumbrance, charge, or other security interest, other than mechanic's, materialman's, and similar liens; liens for taxes not yet due and payable or for taxes that the taxpayer is contesting in good faith through appropriate proceedings; purchase money liens and liens securing rental payments under capital lease arrangements and; other liens arising in the Ordinary Course of Business and not incurred in connection with the borrowing of money.

"Special Meeting" has the meaning set forth in paragraph 5.(b)(2).

"Subsidiary" means any corporation with respect to which a specified Person (or a Subsidiary thereof) owns a majority of the common stock or has the power to vote or direct the voting of sufficient securities to elect a majority of the directors.

"Surviving Corporation" has the meaning set forth in the preface above.

"Surviving Corporation Common Stock" means the \$.0001 par value common stock of Surviving Corporation.

"Surviving Corporation Disclosure Schedule" has the meaning set forth in paragraph 4.

"Target" has the meaning set forth in the preface above.

"Target Disclosure Schedule" has the meaning set forth in paragraph 3.

"Target Interest" means any of the membership interests of Target.

"Target Member" means any Person who or which holds any Target Interests.

2. Basic Transaction.

(a) The Merger. On and subject to the terms and conditions of this Agreement, Target will merge with and into Surviving Corporation (the "Merger") at the Effective Time. Surviving Corporation shall be the corporation surviving the Merger.

(b) The Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Edward H. Gilbert, P.A. in Boca Raton, Florida, commencing at 9:00 a.m. local time on the second business day following the satisfaction or waiver of all conditions to the obligations of the Parties to consummate the transactions contemplated hereby (other than conditions with respect to actions the respective Parties will take at the Closing itself) or such other date as the Parties may mutually determine (the "Closing Date").

(c) Actions at the Closing. At the Closing, Target will deliver to Surviving Corporation the various certificates, instruments, and documents referred to in paragraph 6.(a)(5), Surviving Corporation will deliver to Target the various certificates, instruments, and documents referred to in paragraph 6.(b)(4), (iii) Surviving Corporation will file with the Secretary of State of the State of Florida, Articles of Merger in the form attached hereto as Exhibit 2.(c) (the "Articles of Merger").

(d) Effect of Merger.

(1) General. The Merger shall become effective at the time (the "Effective Time") Target and Surviving Corporation file the Articles of Merger with the Secretary of State of the State of Florida. The Merger shall have the effect set forth in the Florida Business Corporation Act. Surviving Corporation may, at any time after the Effective Time, take any action (including executing and delivering any document) in the name and on behalf of Target in order to carry out and effectuate the transactions contemplated by this Agreement.

(2) Articles of Incorporation. The Articles of Incorporation of Surviving Corporation shall be and remain unchanged at and as of the Effective Time.

(3) Bylaws. The Bylaws of Surviving Corporation shall be and remain unchanged at and as of the Effective Time.

(4) Directors and Officers. The directors and officers of Surviving Corporation shall be and remain unchanged at and as of the Effective Time.

(5) Conversion of Target Interests. At and as of the Effective Time all of the Target Interests shall be converted into Five Million Four Hundred Seventy Thousand (5,470,000) shares (the "Acquired Surviving Corporation Common Stock") of Surviving Corporation Common Stock to be allocated amongst the Target Members holding the Target Interests in accordance with the respective ownership of such Target Interests as set forth the Target Interest conversion schedule (the "Target Interest Conversion Schedule") attached hereto as Exhibit 2.(d)(5). After the Effective Time, no Target Interest shall be deemed to be outstanding or to have any rights. After the Effective Time, Target Members holding of any Target Interest shall receive in exchange therefore a certificate(s) evidencing the ownership of the number shares of Acquired Surviving Corporation Common Stock as are indicated on the Target Interest Conversion Schedule.

(6) Rights and Liabilities of Target. On and after the Effective Time, and all in the manner of and as more fully set forth in the Florida Business Corporation Act:

(A) the title to all real estate and other property, or any interest therein, owned by Target shall be vested in Surviving Corporation without reversion or impairment;

(B) Surviving Corporation shall succeed to and possess, without further act or deed, all estates, rights, privileges, powers and franchises, both public and private, and all of the property, real, personal and mixed, of Target without reversion or impairment;

(C) Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of Target;

(D) any claim existing or action or proceeding pending by or against Target may be continued as if the Merger did not occur or Surviving Corporation may be substituted for Target in the proceeding; and

(E) neither the rights of creditors nor any liens upon the property of Target shall be impaired by the Merger.

(e) Closing of Transfer Records. After the close of business on the day prior to the Closing Date, transfers of Target Interests outstanding prior to the Effective Time shall not be made on the stock transfer books of Surviving Corporation.

3. Representations and Warranties of Target. Target represents and warrants to Surviving Corporation that the statements contained in this paragraph 3 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this paragraph 3), except as set forth in the Target disclosure schedule (the "Target Disclosure Schedule"). The Target Disclosure Schedule is attached hereto as Exhibit 3, and will be arranged in paragraphs corresponding to the lettered and numbered paragraphs contained in this 3.

(a) Organization, Qualification, and Corporate Power. Target is a limited liability company duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation. Target is duly authorized to conduct business and is in good standing under the laws of each jurisdiction where such qualification is required. Target has full power and authority to carry on the businesses in which it is engaged and to own and use the properties owned and used by it.

(b) Capitalization. All of the Target Interests are held by solely by those Persons indicated on the Target Interest Conversion Schedule. There are no outstanding or authorized options, warrants, purchase rights, subscription rights, conversion rights, exchange rights, or other contracts or commitments that could require Target to issue, sell, or otherwise cause to become issued any of other of its membership interests. There are no outstanding or authorized stock appreciation, phantom stock, profit participation, or similar rights with respect to Target.

(c) Authorization of Transaction. Target has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and Target hereby confirms that it has

received the Requisite Member Approval. This Agreement constitutes the valid and legally binding obligation of Target, enforceable in accordance with its terms and conditions.

(d) Noncontravention.

(1) Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Target is subject or any provision of the charter or bylaws of Target, or 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 Target is a party or by which it is bound or to which its assets is subject (or result in the imposition of any Security Interest upon any of its assets).

(2) To the Knowledge of any director or officer of Target, other than in connection with the provisions of Delaware General Corporation Law (the "Delaware General Corporation Law"), Target is not required 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.

(e) Financial Statements. Target has prepared financial statements, which include related notes and schedules (collectively, the "Target Financial Statements") for the fiscal year ended December 31, 1999 (the "Most Recent Target Fiscal Year End") and for the fiscal quarter ended March 30, 2000 (the "Most Recent Target Fiscal Quarter End"). The Target Financial Statements have been prepared in accordance with GAAP applied on a consistent basis throughout the periods covered thereby, present fairly the financial condition of Target as of the indicated dates and the results of operations of Target for the indicated periods, are correct and complete in all respects and are consistent with the books and records of Target; provided, however, that the interim statements are subject to normal year-end adjustments. The Target Financial Statements are attached hereto as Exhibit 3.(e).

(f) Events Subsequent to Most Recent Fiscal Quarter End. Since the Most Recent Fiscal Quarter End, there has not been any material adverse change in the business, financial condition, operations, results of operations, or future prospects or any material adverse change in the financial condition of Target.

(g) Undisclosed Liabilities. Target has no liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including any liability for taxes, except for:

(1) liabilities set forth on the face of the balance sheet dated as of the Most Recent Fiscal Quarter End (rather than in any notes thereto); and

(2) liabilities which have arisen after the Most Recent Fiscal Quarter End in the Ordinary Course of Business (none of which results from, arises out of, relates to, is in the nature of, or was caused by any breach of contract, breach of warranty, tort, infringement, or violation of law).

(h) Brokers' Fees. Target has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement.

(i) Disclosure. This Agreement, the Exhibits hereto provided by Target and any other document or instrument provided by Target to Surviving Corporation pursuant hereto will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading.

4. Representations and Warranties of Surviving Corporation. Surviving Corporation represents and warrants to Target that the statements contained in this paragraph 4 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this 4), except as set forth in the Surviving Corporation disclosure schedule (the "Surviving Corporation Disclosure Schedule"). The Surviving Corporation Disclosure Schedule is attached hereto as Exhibit 4, and will be arranged in paragraphs corresponding to the lettered and numbered paragraphs contained in this paragraph 4.

(a) Organization. Surviving Corporation is a corporation duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation.

(b) Authorization of Transaction. Surviving Corporation has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of Surviving Corporation, enforceable in accordance with its terms and conditions.

(c) Noncontravention. To the Knowledge of any director or officer of Surviving Corporation, neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will:

(1) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Surviving Corporation is subject or any provision of the charter or bylaws of Surviving Corporation; or 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 Surviving Corporation is a party or by which it is bound or to which any of its assets is subject, except where the violation, conflict, breach, default, acceleration, termination, modification, cancellation, or failure to give notice would not have a material adverse effect on the ability of the Parties to consummate the transactions contemplated by this Agreement.

(2) To the Knowledge of any director or officer of Surviving Corporation, and other than in connection with the provisions of the Florida Business Corporation Act, Surviving Corporation is not required to give any notice to, make any filing, 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, except where the failure to give notice, to file, or to obtain any authorization, consent, or approval would not have a material adverse effect on the ability of the Parties to consummate the transactions contemplated by this Agreement.]

(d) Brokers' Fees. Surviving Corporation has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which Target could become liable or obligated.

(e) Disclosure. This Agreement, the Exhibits hereto provided by Surviving Corporation and any other document or instrument provided by Surviving Corporation to Target pursuant hereto will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading.

5. Covenants. The Parties agree as follows with respect to the period from and after the execution of this Agreement.

(a) General. Each of the Parties will use its best efforts to take all action and to do all things necessary, proper, or advisable in order to consummate and make effective the transactions contemplated by this Agreement (including satisfaction, but not waiver, of the closing conditions set forth in paragraph 6).

(b) Regulatory Matters and Approvals. Each of the Parties will give any notices to, make any filings with, and use its reasonable best efforts to obtain any authorizations, consents, and approvals of governments and governmental agencies in connection with the matters referred to in this Agreement. Without limiting the generality of the foregoing:

(1) Securities Laws. The shares of Acquired Surviving Corporation Common Stock to be issued in exchange for Target Interests are not being registered under the Securities Act in reliance upon an exemption therefrom. Target Members holding the Target Interests and whose Target Interests were freely tradable before the Merger will own freely tradable shares of Surviving Corporation Common Stock. Target Members holding the Target Interests whose Target Interests were restricted securities will be subject to the same restrictions on transfer of the Surviving Corporation Common Stock as were applicable to their Target Interests. For purposes of computing compliance with the holding period of Rule 144 under the Securities Act, shareholders will be deemed to have acquired their shares of Acquired Surviving Corporation Common Stock on the date they acquired their Target Interests. Accordingly, Target Members will be in the same respective position under the registration provisions of the Securities Act after the Merger as the were prior to the Merger.

(2) Florida Business Corporation Act. Surviving Corporation will call a special meeting of its stockholders or obtain the written consent of all of the holders of the Surviving Corporation Common Stock (the "Special Meeting") as soon as reasonably practicable in order that the stockholders may consider and vote upon the adoption of this Agreement and the approval of the Merger in accordance with the Florida Business Corporation Act. The notice of Special Meeting will contain the affirmative recommendation of the board of directors of Surviving Corporation in favor of the adoption of this Agreement and the approval of the Merger; provided, however, that no director or officer of Surviving Corporation shall be required to violate any fiduciary duty or other requirement imposed by law in connection therewith.

(c) Operation of Business. Target will not engage in any practice, take any action, or enter into any transaction outside the Ordinary Course of Business. Without limiting the generality of the foregoing:

(1) Target will not authorize or effect any change in its organizational documents;

(2) Target will not grant any options, warrants, or other rights to purchase or obtain any of its Membership Interests or issue, sell, or otherwise dispose of any of its Membership Interests;

(3) Target will not issue any note, bond, or other debt security or create, incur, assume, or guarantee any indebtedness for borrowed money or capitalized lease obligation outside the Ordinary Course of Business;

(4) Target will not impose any Security Interest upon any of its assets outside the Ordinary Course of Business;

(5) Target will not make any capital investment in, make any loan to, or acquire the securities or assets of any other Person outside the Ordinary Course of Business;

(6) Target will not make any change in employment terms for any of its directors, officers, and employees outside the Ordinary Course of Business; and

(7) Target will not commit to any of the foregoing.

(d) Full Access. Target will permit representatives of Surviving Corporation to have full access to all premises, properties, personnel, books, records (including tax records), contracts, and documents of or pertaining to Target. Surviving Corporation will treat and hold as such any Confidential Information it receives from Target in the course of the reviews contemplated by this paragraph 5.(d), will not use any of the Confidential Information except in connection with this Agreement, and, if this Agreement is terminated for any reason whatsoever, agrees to return to Target all tangible embodiments (and all copies) thereof which are in its possession.

(e) Notice of Developments. Each Party will give prompt written notice to the others of any material adverse development causing a breach of any of its own representations and warranties in paragraphs 3 and 4 above. No disclosure by any Party pursuant to this paragraph 5.(e), however, shall be deemed to amend or supplement any Disclosure Schedule or to prevent or cure any misrepresentation, breach of warranty, or breach of covenant.

(f) Exclusivity. Target will not solicit, initiate, or encourage the submission of any proposal or offer from any Person relating to the acquisition of all or substantially all of the Membership Interests or assets of Target (including any acquisition structured as a merger, consolidation, or share exchange); provided, however, that Target and its directors and officers will remain free to participate in any discussions or negotiations regarding, furnish any information with respect to, assist or participate in, or facilitate in any other manner any effort or attempt by any Person to do or seek any of the foregoing to the extent their fiduciary duties may require. Target shall notify Surviving Corporation immediately if any Person makes any proposal, offer, inquiry, or contact with respect to any of the foregoing.

(g) Indemnification. Surviving Corporation will indemnify each individual who served as a director, officer or member of Target at any time prior to the Effective Time from and against any and all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, dues, penalties, fines, costs, amounts paid in settlement, liabilities, obligations, taxes, liens, losses, expenses, and fees, including court costs and reasonable attorneys' fees and expenses, resulting from, arising out of, relating to, in the nature of, or caused by this Agreement or any of the transactions contemplated herein.

6. Conditions to Obligation to Close.

(a) Conditions to Obligation of Surviving Corporation. The obligation of Surviving Corporation to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:

(1) this Agreement and the Merger shall have received the Requisite Stockholder Approval and the number of Dissenting Interests shall not exceed twenty (20%) of the number of outstanding shares of Surviving Corporation Common Stock;

(2) the representations and warranties set forth in paragraph 3 above shall be true and correct in all material respects at and as of the Closing Date;

(3) Target shall have performed and complied with all of its covenants hereunder in all material respects through the Closing;

(4) No action, suit, or proceeding shall be pending or threatened before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling, or charge would:

(A) prevent consummation of any of the transactions contemplated by this Agreement; or

(B) cause any of the transactions contemplated by this Agreement to be rescinded following consummation;

(5) Target shall have delivered to Surviving Corporation a certificate to the effect that each of the conditions specified above in paragraph 6.(a) is satisfied in all respects;

(6) Surviving Corporation shall have received the resignations, effective as of the Closing, of each director, officer and manager of Target other than those whom Surviving Corporation shall have specified in writing at least five business days prior to the Closing; and

(7) all actions to be taken by Target in connection with consummation of the transactions contemplated hereby and all certificates, opinions, instruments, and other documents required to effect the transactions contemplated hereby will be reasonably satisfactory in form and substance to Surviving Corporation.

(8) Surviving Corporation may waive any condition specified in this paragraph 6.(a) if it executes a writing so stating at or prior to the Closing.

(b) Conditions to Obligation of Target. The obligation of Target to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:

(1) the representations and warranties set forth in paragraph 4 shall be true and correct in all material respects at and as of the Closing Date;

(2) Surviving Corporation shall have performed and complied with all of its covenants hereunder in all material respects through the Closing;

(3) No action, suit, or proceeding shall be pending or threatened before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling, or charge would:

(A) prevent consummation of any of the transactions contemplated by this Agreement; or

(B) cause any of the transactions contemplated by this Agreement to be rescinded following consummation;

(4) Surviving Corporation shall have delivered to Target a certificate to the effect that each of the conditions specified above in paragraph 6.(b) is satisfied in all respects;

(5) all actions to be taken by Surviving Corporation in connection with consummation of the transactions contemplated hereby and all certificates, opinions, instruments, and other documents required to effect the transactions contemplated hereby will be reasonably satisfactory in form and substance to Target.

(6) Target may waive any condition specified in this paragraph 6.(b) if it executes a writing so stating at or prior to the Closing.

7. Termination.

(a) Termination of Agreement. Any of the Parties may terminate this Agreement with the prior authorization of its board of directors or its Target Members, as the case may be (whether before or after stockholder approval) as provided below:

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

(2) Surviving Corporation may terminate this Agreement by giving written notice to Target at any time prior to the Effective Time:

(A) in the event Target has breached any material representation, warranty, or covenant contained in this Agreement in any material respect, Surviving Corporation has notified Target of the breach and the breach has continued without cure for a period of ten (10) days after the notice of breach; or

(B) if the Closing shall not have occurred on or before August 31, 2000, by reason of the failure of any condition precedent under paragraph 6.(a) hereof (unless the failure results primarily from Surviving Corporation breaching any representation, warranty, or covenant contained in this Agreement);

(3) Target may terminate this Agreement by giving written notice to Surviving Corporation at any time prior to the Effective Time:

(A) in the event Surviving Corporation has breached any material representation, warranty, or covenant contained in this Agreement in any material respect, Target has notified Surviving Corporation of the breach and the breach has continued without cure for a period of ten (10) days after the notice of breach; or

(B) if the Closing shall not have occurred on or before August 31, 2000 by reason of the failure of any condition precedent under paragraph 6.(b) hereof (unless the failure results primarily from Target breaching any representation, warranty, or covenant contained in this Agreement); or

(4) any Party may terminate this Agreement by giving written notice to the other Parties at any time after the Special Meeting in the event this Agreement and the Merger fail to receive the Requisite Stockholder Approval.

(b) Effect of Termination. If any Party terminates this Agreement pursuant to paragraph 7.(a), all rights and obligations of the Parties hereunder shall terminate without any liability of any Party to any other Party (except for any liability of any Party then in breach); provided, however, that the confidentiality provisions contained in paragraph 5.(d) shall survive any such termination.

8. Miscellaneous.

(a) Amendments and Waivers. The Parties may mutually amend any provision of this Agreement at any time prior to the Effective Time with the prior authorization of the board of directors of Surviving Corporation and the Target Members; provided, however, that any amendment effected subsequent to stockholder approval will be subject to the restrictions contained in the Florida General Corporation Act. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by all of the Parties. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

(b) 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 otherwise requires. The word "including" shall mean including without limitation.

(c) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

(d) Entire Agreement. This Agreement (including the documents referred to herein) 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 related in any way to the subject matter hereof.

(e) Expenses. Each of the Parties will bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby.

(f) Facsimile Execution. Facsimile signatures on counterparts of this Agreement are hereby authorized and shall be acknowledged as if such facsimile signatures were an original execution, and this Agreement shall be deemed as executed upon transmission of an executed facsimile.

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

(h) 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.

(i) Incorporation of Exhibits and Schedules. The Exhibits and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

(j) No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns; provided, however that the provisions in paragraph 5.(g) concerning indemnification are intended for the benefit of the individuals specified therein and their respective legal representatives.

(k) Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any Party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth below using registered or certified mail, return receipt requested, postage prepaid, personal delivery, recognized overnight delivery service, telecopy or electronic mail, and such notice, request, demand, claim, or other communication shall be deemed to have been duly given three (3) days after mailing if sent by registered or certified mail, on the day same is provided to the party undertaking personal delivery, provided that such party provides an acknowledgment of the delivery thereof at the address indicated thereon, on the day after same is provided to the recognized overnight delivery service, provided that such party provides an acknowledgment of the delivery thereof at the address indicated thereon and on the day same is transmitted by telecopy or electronic mail, provided that the party sending same obtains a written confirmation of the electronic delivery thereof. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth. The addresses of the Parties are as set forth below:

If to the Surviving Corporation:

5100 Town Center Circle
Suite 330
Boca Raton, Florida 33486

If to Target:

55 University Avenue
Suite 500
Toronto, Ontario M5J 2H7

(l) Press Releases and Public Announcements. No Party shall issue any press release or make any public announcement relating to the subject matter of this Agreement without the prior written approval of the other Parties; provided, however, that any Party may make any public disclosure it believes in good faith is required by applicable law (in which case the disclosing Party will use its best efforts to advise the other Party prior to making the disclosure).

(m) Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

(n) Submission to Jurisdiction. Each of the Parties submits to the jurisdiction of any state or federal court sitting in Palm Beach County, Florida, in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each Party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or at equity. Each Party also agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other Party with respect thereto.

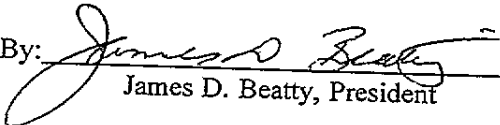
(o) Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Parties.

(p) Survival. None of the representations, warranties, and covenants of the Parties (other than the provisions in paragraph 5.(g) above concerning indemnification) will survive the Effective Time.

(Signatures appear next page)

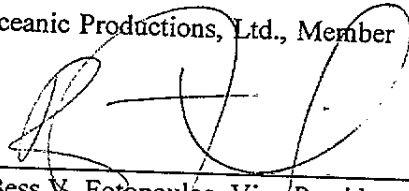
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

Visual Bible, Inc.

By: 
James D. Beatty, President

Guardian Productions, LLC.

By: Oceanic Productions, Ltd., Member

By: 
Bess V. Eotopoulos, Vice President

By: Visual International (Pty), Ltd., Member

By: _____
Charles Robertson, Managing Director

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