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**MERGER OR SHARE EXCHANGE**

**360 Sports Management, Inc.**

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## ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>360 SPORTS MANAGEMENT, INC.</u>	<u>Florida</u>	<u>P00000099544</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>NORTH AMERICAN PRO GOLF TOUR, INC.</u>	<u>Massachusetts</u>	<u>000944469</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR      /      /      (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on \_\_\_\_\_.

The Plan of Merger was adopted by the board of directors of the surviving corporation on December 7, 2007 and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on December 7, 2007.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ and shareholder approval was not required.

(Attach additional sheets if necessary)

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**Seventh: SIGNATURES FOR EACH CORPORATION**

Name of Corporation

Signature of an Officer or Director \_\_\_\_\_

Typed or Printed Name of Individual & Title

**360 SPORTS  
MANAGEMENT, INC.**

**NORTH AMERICAN PRO  
GOLF TOUR, INC.**

**Brian Hebb, President**

Brian Hebb, Director

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**PLAN OF MERGER**  
(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

**First:** The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>
<u>360 SPORTS MANAGEMENT, INC.</u>	<u>FLORIDA</u>

**Second:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>
<u>NORTH AMERICAN PRO GOLF TOUR, INC</u>	<u>MASSACHUSETTS</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

**Third:** The terms and conditions of the merger are as follows:

See Exhibit A attached hereto

**Fourth:** The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

See Exhibit A attached hereto

*(Attach additional sheets if necessary)*

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**EXHIBIT A**

**EXECUTION COPY**

**AGREEMENT AND PLAN OF MERGER**  
**BETWEEN**  
**360 SPORTS MANAGEMENT, INC.**  
**NORTH AMERICAN PRO GOLF TOUR, INC.,**  
**AND**  
**BRIAN HEBB**  
**December 7, 2007**

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Exhibit D	Form of Convertible Promissory Note



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**AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into as of the \_\_\_\_ day of December, 2007, (the "Plan Date") by and among 360 SPORTS MANAGEMENT, INC., a Florida corporation ("360") and NORTH AMERICAN PRO GOLF TOUR, INC., a Massachusetts corporation (the "Target"), and Brian Hebb (the "Target Shareholder").

**WITNESSETH:**

WHEREAS, Target is a privately held company involved in the business of promoting and developing golf tournaments in North America; and

WHEREAS, the Target Shareholder owns one hundred percent (100%) of the outstanding capital stock of Target and, therefore, has the authority to approve on behalf of Target the transaction contemplated by this Agreement; and

WHEREAS, 360 is a privately held corporation desirous of promoting and developing golf tournaments in North America; and

WHEREAS, 360 and Target, and their respective boards of directors and shareholders, deem it advisable for the welfare and best interests of the corporations that Target be merged with and into 360 on the terms and subject to the conditions set forth in this Agreement and in accordance with the laws of the States of Florida and Massachusetts.

NOW, THEREFORE, for and in consideration of the premises and of the mutual representations, warranties, covenants and agreements contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms and subject to the conditions hereinafter set forth, the parties do hereby agree as follows:

**ARTICLE I  
MERGER**

1.1 Merger of Target into 360. At the Effective Time (as defined in Section 1.2 below), Target shall be merged with and into 360 (the "Merger"). The separate existence of Target shall cease at the Effective Time of the Merger and 360 shall continue its corporate existence as the surviving corporation.

1.2 Effective Time of the Merger. The Merger shall become effective as of the date specified in the Certificates of Merger filed pursuant to Section 1.6 below, which is expected to be on or before December \_\_, 2007 (the "Effective Time").

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1.3 Effects of the Merger. At the Effective Time of the Merger:

(a) the separate existence of Target shall cease and Target shall be merged with and into 360 and 360 shall be the surviving corporation;

(b) the Certificate of Incorporation of 360 as in effect immediately prior to the Effective Time of the Merger shall be the Certificate of Incorporation of the surviving corporation;

(c) the Bylaws of 360 as in effect immediately prior to the Effective Time of the merger shall be the Bylaws of the surviving corporation, until duly amended in accordance with their terms and as provided by law;

(d) the directors of 360 at the Effective Time of the Merger shall be the directors of the surviving corporation, as set forth on Schedule 1.3(d) hereto, each of such directors to hold his, her or its position, subject to the applicable provisions of the Bylaws of the surviving corporation, until his, her or its successor is duly elected and qualified, or, if earlier, his, her or its death, resignation, or removal from the board of directors of the surviving corporation;

(e) the officers of 360 in office at the Effective Time of the Merger shall be the officers of the surviving corporation, each of such officers to hold office, subject to the applicable provisions of the Bylaws of the surviving corporation, at the pleasure of the board of directors of the surviving corporation and until his, her or its successor is duly elected and qualified, or, if earlier, his, her or its death, resignation, or removal from office;

(f) the surviving corporation shall possess all the rights, privileges, immunities, and franchises, of a public as well as of a private nature, of the Target and all property, real, personal, and mixed, and all liabilities, obligations, and debts due on whatever account, and all other choses in action, and all and every other interest, of or belonging to or due to the Target, shall be taken and deemed to be transferred to and vested in the surviving corporation without further act or deed; and

(g) the surviving corporation shall thenceforth be responsible and liable for all liabilities and obligations of Target and any claim existing or action or proceeding pending by or against Target may be prosecuted as if the Merger had not taken place and the surviving corporation had been substituted in its place. Neither the rights of creditors nor liens upon the property of Target shall be impaired by the Merger.

1.4 Cancellation of Target Stock. At the Effective Time, each issued and outstanding share of Target common stock, no par value, held by the shareholders of Target ("Target Stock") shall be cancelled. Target shall cause each of its shareholders to surrender their stock certificates representing shares of Target Stock for cancellation and such shareholders shall cease to have any rights with respect to the Target Stock. Following the Effective Time of the Merger, the current holders of Target Stock shall cease to have ownership rights in Target or the rights to purchase Target Stock or directly in surviving corporation.

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1.5 Cancellation of Treasury Stock. Any shares of Target Stock held in the treasury of Target at the Effective Time of the Merger shall be canceled at the Effective Time of the Merger and no cash or securities shall be issuable with respect to such treasury shares.

1.6 Certificates of Merger. Certificates of merger, substantially in the forms of Exhibit A and Exhibit B to this Agreement (the "Certificates of Merger") shall be executed and delivered on behalf of Target and 360 and submitted to the Secretary of State of the States of Florida and Massachusetts, respectively, for filing upon the satisfaction of the other conditions precedent to the consummation of the Merger provided in this Agreement.

## ARTICLE II CLOSING

2.1 Closing. The closing of the transactions contemplated hereby (the "Closing") shall take place at the offices of Blank Rome LP, or such other place as is agreed to by 360 and Target, on December \_\_, 2007 or such other date as the parties may agree upon in writing (the "Closing Date").

2.2 Filing Certificates of Merger. Concurrently with the delivery of the items described below, the parties will file the Certificates of Merger with the Secretary of States of the State of Florida and the State of Massachusetts.

2.3 Payment of Merger Consideration. At the Closing, the Purchaser shall pay to the Seller Two Million Sixty Thousand Dollars (\$2,060,000.00) (the "Merger Consideration") as follows:

(a) A Promissory Note of the Purchaser in aggregate face principal amount of Three Hundred Sixty Thousand Dollars (\$360,000.00) in substantially the form attached as Exhibit C to this Agreement (the "Promissory Note");

(b) A Convertible Promissory Note of the Purchaser in aggregate face principal amount of One Million Seven Hundred Thousand Dollars (\$1,700,000.00) in substantially the form attached as Exhibit D to this Agreement (the "Convertible Note" and together with the Promissory Note, the "Notes").

2.4 Cancellation of Stock. At the Closing, the shares of Target Stock will be cancelled in accordance with Section 1.4.

2.5 Closing Deliveries.

(a) At the Closing, 360 will deliver the following:

(i) The Promissory Note;

(ii) The Convertible Note; and

(iii) A good standing certificate issued by the Secretary of State of the State of Florida.

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- (b) At the Closing, Target will deliver the following:
- (i) Certificates representing Target Stock;
  - (ii) All books and records relating to Target; and
  - (iii) A good standing certificate issued by the Secretary of State of the State of Massachusetts.

**ARTICLE III  
REPRESENTATIONS AND WARRANTIES OF TARGET  
AND TARGET SHAREHOLDERS**

Target and the Target Shareholder jointly and severally represent and warrant to 360 that the following representations and warranties are true and correct as of the Plan Date and will be true and correct at the Effective Time.

3.1 Authorization. This Agreement has been duly executed and delivered by Target and the Target Shareholder and constitutes the valid and binding obligation of each such party, enforceable in accordance with its terms, except that such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally (collectively, "Equitable Exceptions"). Target and the Target Shareholder each has, or prior to the Effective Time will have, full corporate power (where applicable), capacity and authority to execute this Agreement and all other agreements and documents contemplated hereby and to effect the Merger.

3.2 Organization, Existence and Good Standing of Target. Target is a corporation duly organized, validly existing and in good standing under the laws of the State of Massachusetts with all requisite power and authority (corporate or otherwise) to own, lease and operate its properties and to carry on its business as now being conducted. Target has not been a subsidiary or division of another corporation or a part of an acquisition which was later rescinded. The minute books of Target, as heretofore made available to 360, are correct and complete in all material respects.

3.3 Capital Stock of Target.

(a) Target's authorized capital stock consists of 100 shares of common stock, no par value per share, of which 100 shares are issued and outstanding. All of the Target Stock has been validly issued and is fully paid and nonassessable and no holder thereof is entitled to any preemptive rights. There are no outstanding conversion or exchange rights, subscriptions, options, warrants or other arrangements or commitments obligating Target to issue any shares of capital stock or other securities or to purchase, redeem or otherwise acquire any shares of capital stock or other securities, or to pay any dividend or make any distribution in respect thereof.

(b) The Target Shareholder (i) owns of record and beneficially and has good and marketable title to all of the issued and outstanding Target Stock, free and clear of any and all liens, mortgages, security interests, encumbrances, pledges, charges, adverse claims, options, rights or restrictions of any character whatsoever (collectively, "Liens"), and (ii) has the right to

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vote the Target Stock on any matters as to which any shares of Target Stock are entitled to be voted under the laws of the State of Massachusetts and Target's Certificate of Incorporation and Bylaws, free of any right of any other person.

3.4 Subsidiaries. Target does not presently own, of record or beneficially, or control directly or indirectly, any capital stock, securities convertible into capital stock or any other equity interest in any corporation, association or business entity nor is Target, directly or indirectly, a participant in any joint venture, partnership or other non-corporate entity.

3.5 Financial Statements.

(a) Target has provided to 360 its statement of profit and loss for the fiscal year ended December 31, 2006 (the "Financial Statements"). The Financial Statements present fairly the financial position and results of operations of Target as of the indicated dates and for the indicated periods.

(b) Except to the extent (and not in excess of the amounts) reflected in the Financial Statements, Target has no liabilities or obligations required to be reflected in the Financial Statements other than current liabilities incurred in the ordinary course of business consistent with past practice.

3.6 Accounts and Notes Receivable. Except to the extent (and not in excess of the amounts) reflected in the Financial Statements, Target has no accounts and notes receivable, including receivables from and advances to employees.

3.7 Permits. Target holds all licenses, franchises, permits and other governmental authorizations necessary to operate its properties and carry on its business as now being conducted (the "Permits"). The Permits are valid, and Target has not received any notice that any governmental authority intends to cancel, terminate or not renew any such Permit. Target has conducted and is conducting its business in compliance with the requirements, standards, criteria and conditions set forth in all applicable licenses, franchises, permits, orders, approvals, variances, rules and regulations and is not in violation of any of the foregoing. The transactions contemplated by this Agreement will not result in a default under or a breach or violation of, or adversely affect the rights and benefits afforded to Target by, any such Permits.

3.8 Tax Matters.

(a) Target has filed all income tax returns required to be filed by Target and all returns of other Taxes (as defined below) required to be filed by Target and has paid or provided for all Taxes shown to be due on such returns, and all such returns are accurate and correct in all respects. No (i) action or proceeding for the assessment or collection of any Taxes is pending against Target; (ii) deficiency, assessment or other formal claim for any Taxes has been asserted or made against Target that has not been fully paid or finally settled; and (iii) issue has been formally raised by any taxing authority in connection with an audit or examination of any return of Taxes of Target. No federal, state or foreign income tax returns of Target have been examined, and there are no outstanding agreements or waivers extending the applicable statutory periods of limitation for such Taxes for any period. All Taxes that Target has been required to collect or withhold have been duly collected or withheld and, to the extent required,

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have been paid to the proper taxing authority. No Taxes will be assessed on or after the Effective Time against Target for any tax period ending on or prior to the Effective Time. For purposes of this Agreement, "Taxes" shall mean all taxes, charges, fees, levies or other assessments including, without limitation, income, excise, property, withholding, sales and franchise taxes, imposed by the United States, or any state, county, local or foreign government or subdivision or agency thereof, and including any interest, penalties or additions attributable thereto.

(b) Target is not a party to any Tax allocation or sharing agreement.

(c) Target has substantial authority for the treatment of, or has disclosed (in accordance with Section 6662(d)(2)(B)(ii) of the Code) on its Federal income returns, all positions taken therein that could give rise to a substantial understatement of Federal income tax within the meaning of Section 6662(d) of the Code.

(d) Target has not been a member of an affiliated group filing a consolidated federal income tax return and does not have any liability for Taxes for any Person other than Target (i) under Section 1.1502-6 of the Treasury regulations (or any similar provision of state, local or foreign law), (ii) as a transferee or successor, (iii) by contract or (iv) otherwise.

(e) Target's tax basis in its assets for purposes of determining its future amortization, depreciation and other federal income Tax deductions is accurately reflected on Target's Tax books and records, respectively.

### 3.9 Assets and Properties.

(a) Real Property. Target does not own any real property.

(b) Personal Property. Except for inventory and supplies disposed of or consumed, and accounts receivable collected or written off, and cash utilized, all in the ordinary course of business consistent with past practice, Target owns all of its inventory, equipment and other personal property (both tangible and intangible) reflected in the Financial Statements or acquired since December 31, 2006, free and clear of any Liens, except for statutory Liens for current taxes, assessments or governmental charges or levies on property not yet due and payable.

(c) Condition of Properties. The leasehold estates that are the subject of the Real Property Leases (as defined in Section 3.10) and the tangible personal property owned or leased by Target are in good operating condition and repair, ordinary wear and tear excepted; and neither Target nor the Target Shareholder has any knowledge of any condition not disclosed herein of any such leasehold estate that would have a material affect the leasehold estate or otherwise have a material adverse effect on the business, operations, properties, assets, or condition (financial or otherwise), results of operations or prospects of Target ("Material Adverse Effect").

(d) Compliance. The continued use and occupancy of the leasehold estates the subject of the Real Property Leases as currently operated, used and occupied will not violate any zoning, building, health, flood control, fire or other law, ordinance, order or regulation or

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any restrictive covenant. There are no violations of any federal, state, county or municipal law, ordinance, order, regulation or requirement affecting any portion of the leasehold estates and no written notice of any such violation has been issued by any governmental authority.

**3.10 Real Property Leases; Options.** Schedule 3.10 sets forth a list of (a) all leases and subleases under which Target is lessor or lessee or sublessor or sublessee of any real property, together with all amendments, supplements, nondisturbance agreements, brokerage and commission agreements and other agreements pertaining thereto ("Real Property Leases"); (b) all material options held by Target or contractual obligations on the part of Target to purchase or acquire any interest in real property; and (c) all options granted by Target or contractual obligations on the part of Target to sell or dispose of any material interest in real property. Copies of all Real Property Leases and such options and contractual obligations have been delivered to 360. Target has not assigned any Real Property Leases or any such options or obligations. There are no liens on the interest of Target in the Real Property Leases, subject only to Liens for taxes and assessments not yet due and payable. The Real Property Leases and options and contractual obligations listed on Schedule 3.10 are in full force and effect and constitute binding obligations of Target and the other parties thereto, and (x) there are no defaults thereunder and (y) no event has occurred that with notice, lapse of time or both would constitute a default by Target or, to the best knowledge of Target and the Target Shareholder, by any other party thereto.

**3.11 Environmental Laws and Regulations.**

(a) (i) During the occupancy and operation of the "Subject Property" (as defined below) by Target and, to the knowledge of Target and the Target Shareholder, prior to its occupancy and operation, the operations of the Subject Property, and any use, storage, treatment, disposal or transportation of "Hazardous Substances" (as defined below) that has occurred in or on the Subject Property prior to the date of this Agreement have been in compliance with "Environmental Requirements" (as defined below); (ii) during the occupancy and operation of the Subject Property by Target and, to the knowledge of Target and the Target Shareholder, prior to its occupancy or operation, no release, leak, discharge, spill, disposal or emission of Hazardous Substances has occurred in, on or under the Subject Property in a quantity or manner that violates or requires further investigation or remediation under Environmental Requirements; (iii) to the knowledge of Target and the Target Shareholder, the Subject Property is free of Hazardous Substances as of the date of this Agreement, except for the presence of small quantities of Hazardous Substances utilized by Target or other tenants of the Subject Property in the ordinary course of their business; (iv) to the knowledge of Target and the Target Shareholder, there is no pending or threatened litigation or administrative investigation or proceeding concerning the Subject Property involving Hazardous Substances or Environmental Requirements; (v) to the knowledge of Target and the Target Shareholder, there are no above-ground or underground storage tank systems located at the Subject Property; (vi) Target has never owned, operated, or leased any real property other than the Subject Property; and (vii) to the knowledge of Target, Target's transportation to or disposal at any off-site location of any Hazardous Substances from property now or formerly owned, operated or leased by Target at the time of Target's ownership, operation or lease thereof was conducted in full compliance with applicable Environmental Requirements.

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(b) **Definitions.** As used in this Agreement, the following terms shall have the following meanings:

**"Environmental Requirements"** means all laws, statutes, rules, regulations, ordinances, guidance documents, judgments, decrees, orders, agreements and other restrictions and requirements of any governmental authority, including, without limitation, federal, state and local authorities, relating to the regulation or protection of human health and safety, natural resources, conservation, the environment, or the storage, treatment, disposal, transportation, handling or other management of industrial or solid waste, hazardous waste, hazardous or toxic substances or chemicals, or pollutants.

**"Hazardous Substance"** means (i) any "hazardous substance" as defined in §101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended from time to time (42 U.S.C. §§ 9601 et seq.) ("CERCLA") or any regulations promulgated thereunder, or the Occupational Safety and Health Act of 1970, as amended from time to time (29 U.S.C. § 651 et seq.), or any regulations promulgated thereunder; or (ii) any additional substances or materials that have been or are currently classified or considered to be pollutants, hazardous or toxic under Environmental Requirements.

**"Subject Property"** means all property subject to the Real Property Leases and any properties listed on Schedule 3.10.

**3.12 Contracts.**

(a) Set forth on Schedule 3.12 is a list of all material contracts, agreements, arrangements and commitments (whether oral or written) to which Target is a party or by which its assets or business are bound including, without limitation, contracts, agreements, arrangements or commitments (the following, "Contracts") that relate to (i) the sale, lease or other disposition by Target of all or any substantial part of its business or assets (other than in the ordinary course of business) or the maintenance thereof, (ii) the purchase or lease by Target of a substantial amount of assets, (iii) the supply by Target of any customer's requirements for any item or the purchase by Target of its requirements for any item or of a vendor's output of any item, (iv) lending or advancing funds by Target, (v) borrowing of funds or guaranteeing the borrowing of funds by any other person, whether under an indenture, note, loan agreement or otherwise, (vi) any transaction or matter with any affiliate of Target, (vii) noncompetition, (viii) the acquisition by Target of any operating business or the capital stock of any person since December 31, 2006, or (ix) any other matter that is material to the business, assets or operations of Target.

(b) Except as set forth on Schedule 3.12, each Contract is in full force and effect on the Plan Date hereof. Target is not in default under any Contract. Target has not given or received notice of any default under any Contract, and, to the knowledge of Target and the Target Shareholder, no other party to any Contract is in default thereunder.

**3.13 No Violations.** The execution, delivery and performance of this Agreement and the other agreements and documents contemplated hereby by Target and the Target Shareholder



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and the consummation of the transactions contemplated hereby, including but not limited to the Merger, will not (i) violate any provision of the Certificate of Incorporation or Bylaws of Target, (ii) violate any statute, rule, regulation, order or decree of any public body or authority by which Target or its properties or assets are bound, or (iii) result in a violation or breach of, or constitute a default under, or result in the creation of any encumbrance upon, or create any rights of termination, cancellation or acceleration in any person with respect to any Contract or any material license, franchise or permit of Target or any other agreement, contract, indenture, mortgage or instrument to which Target is a party or by which any of their properties or assets is bound.

3.14 Consents. No consent, approval or other authorization of any governmental authority or under any Contract or other agreement or commitment to which Target is a party or by which its assets are bound is required as a result of or in connection with the execution or delivery of this Agreement and the other agreements and documents to be executed by Target and the Target Shareholder or the consummation by Target and the Target Shareholder of the transactions contemplated hereby, including but not limited to the Merger.

3.15 Litigation and Related Matters. There are no actions, suits, proceedings, investigations or grievances pending against Target or, to the best knowledge of Target and the Target Shareholder, threatened against Target, the business or any property or rights of Target, at law or in equity, before or by any arbitration board or panel, court or federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign ("Agencies"). Target is not subject to any continuing court or Agency order, writ, injunction or decree applicable specifically to its business, operations or assets or its employees, nor in default with respect to any order, writ, injunction or decree of any court or Agency with respect to its assets, business, operations or employees.

3.16 Compliance with Laws. Target (a) is in compliance with all applicable laws, regulations (including federal, state and local procurement regulations), orders, judgments and decrees, and (b) possesses all Permits.

3.17 Patents, Trademarks and Other Rights. The term "Intellectual Property Assets" shall include the name of Target, and all Marks, Patents, Copyrights and Trade Secrets owned, used or licensed by Target as licensee or licensor. Schedule 3.17 lists all Marks, Patents and Copyrights owned, used or licensed by Target in its business.

(a) Target owns all right, title and interest in and to, or has the right to use pursuant to a valid license, all Intellectual Property Assets necessary for the operation of the business of Target as presently conducted or as proposed to be conducted, free and clear of all Encumbrances. Target has taken all necessary and desirable actions to maintain and protect the Intellectual Property Assets that it owns.

(b) Schedule 3.17 also sets forth an accurate and complete listing and summary description, including any royalties paid or received by the Company, of all agreements relating to the Intellectual Property Assets to which the Target is a party (other than licenses with respect to "off-the-shelf" software, each with a cost of less than \$1,000). There are no outstanding or threatened disputes or disagreements with respect to any such agreement.

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Neither the execution and delivery of this Agreement or any of the documents contemplated hereby, nor the performance of Target's obligations hereunder or thereunder, will constitute a violation of or cause the loss of any rights pursuant to any such agreement.

(c) Neither Target nor any Target Shareholder has received any notices of, nor has knowledge of any facts which indicate a likelihood of, any infringement or misappropriation by, or conflict with, any person with respect to any Intellectual Property Assets. The conduct of Target's business has not infringed, misappropriated or conflicted with and does not currently infringe, misappropriate or conflict with any intellectual property right of any person, nor would the future conduct of business as presently contemplated infringe, misappropriate or conflict with any intellectual property right of any person. To the knowledge of the Target and the Target Shareholder, the Intellectual Property Assets owned, used or licensed by or to Target have not been infringed, misappropriated or conflicted by any person.

(d) No employee of Target is obligated under any contract or other agreement, or subject to any order that would interfere with use of his or her best efforts to promote the interests of Target or that would conflict with the Target's business as presently conducted.

(e) Definitions. As used in this Agreement, the following terms shall have the following meanings:

(i) "Copyrights" means all copyrights in both published works and unpublished works and any applications or registrations thereof.

(ii) "Encumbrance" means any lien, pledge, hypothecation, charge, security interest, encumbrance, equity, trust, equitable interest, claim, right of possession, burden, covenant, infringement, interference, proxy, option, right of first refusal, legend, defect, impediment, exception, condition, restriction, reservation, limitation, impairment, restriction on or condition to the voting of any security, restriction on the transfer of any security or other asset, restriction on the receipt of any income derived from any security or other asset, and restriction on the possession, use, exercise or transfer of any other attribute of ownership, whether based on or arising from common law, constitutional provision, statute or contract.

(iii) "Marks" means all fictitious business names, trade names, brand names, registered and unregistered trademarks, and service marks and any applications or registrations thereof.

(iv) "Patents" means all patents and patent applications.

3.18 Employee Benefit Plans. Target maintains each employee benefit plan within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), for the benefit of Target or any of its Group Members (as defined below) (collectively, the "Plans") in substantial compliance with applicable law and each such Plan has been administered and operated in all material respects in accordance with its terms. Neither the execution and delivery of this Agreement by Target or the consummation of the transactions contemplated hereby, including but not limited to the Merger, will (i) entitle any current or

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former employee of Target to severance pay, unemployment compensation or any similar payment, (ii) accelerate the time of payment or vesting, or increase the amount of, any compensation due to any such employee or former employee, or (iii) directly or indirectly result in any payment made or to be made to or on behalf of any person to constitute a "parachute payment" (within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "Code")). For purposes of this Agreement, "Group Member" shall mean any member of any "affiliated service group" as defined in Section 414(m) of the Code that includes Target or any member of any "controlled group of corporations" as defined in Section 1563 of the Code that includes Target or any member of any group of "trades or businesses under common control" as defined by Section 414(c) of the Code that includes Target.

3.19 Employees; Employee Relations.

- (a) The only employee of Target is the Target Shareholder.
- (b) Target is not a party to, or bound by, the terms of any collective bargaining agreement, and Target has not experienced any material labor difficulties during the last five (5) years. There are no labor disputes existing, or to the best knowledge of Target, threatened involving, by way of example, strikes, work stoppages, slowdowns, picketing, or any other interference with work or production, or any other concerted action by employees. No charges or proceedings before the National Labor Relations Board, or similar agency, exist, or to the best knowledge of Target and the Target Shareholder, are threatened.
- (c) The relationships enjoyed by Target with its employees are good and Target and the Target Shareholder have no knowledge of any facts that would indicate that the employees of Target will not continue in the employ thereof following the Effective Time on a basis similar to that existing on the date of this Agreement. Since December 31, 2006, Target has not experienced any difficulties in obtaining any qualified personnel necessary for the operations of its business and, to the best knowledge of Target and the Target Shareholder, no such shortage of qualified personnel is threatened or pending. Target is not a party to any employment contract with any individual or employee, either express or implied. No legal proceedings, charges, complaints or similar actions exist under any federal, state or local laws affecting the employment relationship including, but not limited to: (i) anti-discrimination statutes such as Title VII of the Civil Rights Act of 1964, as amended (or similar state or local laws prohibiting discrimination because of race, sex, religion, national origin, age and the like); (ii) the Fair Labor Standards Act or other federal, state or local laws regulating hours of work, wages, overtime and other working conditions; (iii) requirements imposed by federal, state or local governmental contracts such as those imposed by Executive Order 11246; (iv) state laws with respect to tortious employment conduct, such as slander, harassment, false light, invasion of privacy, negligent hiring or retention, intentional infliction of emotional distress, assault and battery, or loss of consortium; or (v) the Occupational Safety and Health Act, as amended, as well as any similar state laws, or other regulations respecting safety in the workplace; and to the best knowledge of Target and Target Shareholder, no proceedings, charges, or complaints are threatened under any such laws or regulations and no facts or circumstances exist that would give rise to any such proceedings, charges, complaints, or claims, whether valid or not. Target is not subject to any settlement or consent decree with any present or former employee, employee representative or any government or Agency relating to claims of discrimination or other claims

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in respect to employment practices and policies; and no government or Agency has issued a judgment, order, decree or finding with respect to the labor and employment practices (including practices relating to discrimination) of Target.

(d) Target is in compliance in all material respects with the provisions of the Americans with Disabilities Act.

3.20 Insurance. Target maintains all policies and contracts for fire, casualty, liability and other forms of insurance for the benefit of Target necessary for the conduct of their business. All such policies are in full force and shall be available to the surviving corporation after the Merger.

3.21 Interests in Customers, Suppliers, Etc. No shareholder, officer, director or affiliate of Target possesses, directly or indirectly, any financial interest in, or is a director, officer, employee or affiliate of, any corporation, firm, association or business organization that is a client, supplier, customer, lessor, lessee or competitor of Target. Ownership of securities of a corporation whose securities are registered under the Securities Exchange Act of 1934 not in excess of five percent (5%) of any class of such securities shall not be deemed to be a financial interest for purposes of this Section 3.21.

3.22 Business Relations. To the best knowledge of Target and the Target Shareholder, no supplier of Target has or will cease to do business therewith after the consummation of the transactions contemplated hereby, which cessation would have a Material Adverse Effect. Target has not experienced any difficulties in obtaining any inventory items necessary to the operation of its business, and, to the best knowledge of Target and Target Shareholder, no such shortage of supply of inventory items is threatened or pending. Target is not required to provide any bonding or other financial security arrangements in any material amount in connection with any transactions with any of its suppliers.

3.23 Officers and Directors. The Target Shareholder is the sole officer and sole director of Target.

3.24 Bank Accounts and Powers of Attorney. Schedule 3.24 sets forth each bank, savings institution and other financial institution with which Target has an account or safe deposit box and the names of all persons authorized to draw thereon or to have access thereto. Each person holding a power of attorney or similar grant of authority on behalf of Target is identified on Schedule 3.24. Except as disclosed on such Schedule, Target has not given any revocable or irrevocable powers of attorney to any person, firm, corporation or organization relating to its business for any purpose whatsoever.

3.25 Absence of Certain Changes or Events. Since December 31, 2006, there has not been (a) any damage, destruction or casualty loss to the physical properties of Target (whether or not covered by insurance), (b) any event or circumstance that would have a Material Adverse Effect, (c) any entry into any transaction, commitment or agreement (including, without limitation, any borrowing) material to Target, except transactions, commitments or agreements in the ordinary course of business consistent with past practice, (d) any declaration, setting aside or payment of any dividend or other distribution in cash, stock or property with respect to the capital stock or other securities of Target, any repurchase, redemption or other acquisition by

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Target of any capital stock or other securities, or any agreement, arrangement or commitment by Target to do so, (e) any increase that is material in the compensation payable or to become payable by Target to its directors, officers, employees or agents or any increase in the rate or terms of any bonus, pension or other employee benefit Plan, payment or arrangement made to, for or with any such directors, officers, employees or agents, (f) any sale, transfer or other disposition of, or the creation of any Lien upon, any part of the assets of Target, tangible or intangible, except for sales of inventory and use of supplies and collections of accounts receivables in the ordinary course of business consistent with past practice, or any cancellation or forgiveness of any debts or claims by Target, (g) any change in the relations of Target with or loss of its customers or suppliers, or any loss of business or increase in the cost of inventory items or change in the terms offered to customers, which would have a Material Adverse Effect, or (h) any capital expenditure (including any capital leases) or commitment therefor by Target in excess of \$10,000.

3.26 Disclosure. All written agreements, lists, schedules, instruments, exhibits, documents, certificates, reports, statement and other writings furnished to 360 pursuant hereto or in connection with this Agreement or the transactions contemplated hereby, including but not limited to the Merger, are and will be complete and accurate in all material respects. No representation or warranty by Target or the Target Shareholder contained in this Agreement, in the schedules attached hereto or in any certificate furnished or to be furnished by Target or the Target Shareholder to 360 in connection herewith or pursuant hereto contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary in order to make any statement contained herein or therein not misleading. There is no fact known to the Target Shareholder that has specific application to Target (other than general economic or industry conditions) and that materially adversely affects or, as far as the Target Shareholder can reasonably foresee, materially threatens, the assets, business, prospects, financial condition, or results of operations of Target that has not been set forth in this Agreement or any schedule hereto.

3.27 Working Capital. Target has sufficient working capital to continue its operations in accordance with its business plan through the Effective Time without the requirement of any further debt or equity investments.

The Target Shareholder represents and warrants to 360 that the following representations and warranties are true and correct as of the Plan Date and will be true and correct at the Effective Time.

3.28 Investment Purposes. When such Target Shareholder receives the Notes as the Merger Consideration, it will do so for investment for his own account, and not with a view to, or for resale in connection with, any distribution of any part of such securities to third parties within the meaning of such terms as used in the Securities Act of 1933, as amended (the "Securities Act"). The Target Shareholder understands that the Notes cannot be sold, transferred, or otherwise disposed of without registration under the Securities Act or exemption therefrom. The Target Shareholder has no present intention of selling, granting any participation in, or otherwise distributing the Notes, except pursuant to the registration of the Notes or an exemption therefrom. By executing this Agreement, the Target Shareholder further represents that he does not have any contract, undertaking, agreement or arrangement with any person other

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than 360 to sell, transfer or grant participation to such person or to any third person, with respect to the Notes. The Target Shareholder recognizes that the offering, sale and delivery of the Notes pursuant to the Merger has not been registered by 360 pursuant to the registration provisions of the Securities Act in reliance upon the availability of an exemption under the Securities Act which depends, in part, on each of the Target Shareholder's representations contained herein. The Target Shareholder recognizes that the Notes to be issued to him shall bear a legend substantially in the following form:

**"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES ACT OF ANY STATE. THE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE SOLD, TRANSFERRED FOR VALUE, PLEDGED, HYPOTHECATED, OR OTHERWISE ENCUMBERED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION OF THEM UNDER THE SECURITIES ACT OF 1933 AND/OR THE SECURITIES ACT OF ANY STATE OR IN THE ABSENCE OF AN OPINION OF COUNSEL ACCEPTABLE TO THE ISSUER THAT SUCH REGISTRATION IS NOT REQUIRED UNDER SUCH ACT OR ACTS."**

#### **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF 360**

360 represents and warrants to Target and the Target Shareholder as follows:

4.1 Organization and Authorization. 360 is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida with all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted. 360 has, or prior to the Effective Time will have, all requisite corporate power, capacity and authority to execute and deliver this Agreement and all other agreements and documents contemplated hereby. The execution and delivery of this Agreement and such other agreements and documents by 360 and the consummation by 360 of the transactions contemplated hereby have been or will be duly authorized by 360 prior to the Effective Time and no other corporate action on the part of 360 will be necessary to authorize the transactions contemplated hereby, including but not limited to the Merger. This Agreement has been duly executed and delivered by 360 and constitutes the valid and binding obligation of 360, enforceable in accordance with its terms, subject to the Equitable Exceptions.

4.2 No Violations. The execution and delivery of this Agreement and the other agreements and documents contemplated hereby by 360 and the consummation of the transactions contemplated hereby will not (a) violate any provision of the Articles of Incorporation or Bylaws of 360, (b) violate any statute, rule, regulation, order or decree of any public body or authority by which 360 or its properties or assets are bound, or (c) result in a violation or breach of, or constitute a default under or result in the creation of any encumbrance upon, or create any rights of termination, cancellation or acceleration in any person with respect to any agreement, contract, indenture, mortgage or instrument to which 360 is a party or any of its properties or assets is bound.

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4.3 Consents. No consent, approval or other authorization of any governmental authority or third party is required as a result of or in connection with the execution and delivery of this Agreement and the other agreements and documents to be executed by 360 or the consummation by 360 of the transactions contemplated hereby, including but not limited to the Merger.

4.4 Capital Stock of 360.

(a) 360's authorized capital stock consists of 20,000,000 shares of common stock, \$0.01 par share, of which 7,184,918 shares are issued and outstanding, all of which have been validly issued, fully paid and nonassessable and no holder thereof is entitled to any preemptive rights. There are no outstanding conversion or exchange rights, subscriptions, options, warrants or other arrangements or commitments obligating 360 to issue any shares of capital stock or other securities or to purchase, redeem or otherwise acquire any shares of capital stock or other securities, or to pay any dividend or make any distribution in respect thereof.

4.5 No Violations. The execution, delivery and performance of this Agreement and the other agreements and documents contemplated hereby by 360 and the consummation of the transactions contemplated hereby, including but not limited to the Merger, will not (i) violate any provision of the Certificate of Incorporation or Bylaws of 360, (ii) violate any statute, rule, regulation, order or decree of any public body or authority by which 360 or its properties or assets are bound, or (iii) result in a violation or breach of, or constitute a default under, or result in the creation of any encumbrance upon, or create any rights of termination, cancellation or acceleration in any person with respect to any Contract or any material license, franchise or permit of 360 or any other agreement, contract, indenture, mortgage or instrument to which 360 is a party or by which any of its properties or assets is bound.

4.6 Consents. No consent, approval or other authorization of any governmental authority or under any Contract or other agreement or commitment to which 360 is a party or by which its assets are bound is required as a result of or in connection with the execution or delivery of this Agreement and the other agreements and documents to be executed by 360 or the consummation by 360 of the transactions contemplated hereby, including but not limited to the Merger.

4.7 Compliance with Laws. 360 (a) is in material compliance with all applicable laws, regulations (including federal, state and local procurement regulations), orders, judgments and decrees, and (b) possesses all Permits.

4.8 Disclosure. All written agreements, lists, schedules, instruments, exhibits, documents, certificates, reports, statement and other writings furnished to Target pursuant hereto or in connection with this Agreement or the transactions contemplated hereby, including but not limited to the Merger, are and will be complete and accurate in all material respects. No representation or warranty by 360, or its shareholders, contained in this Agreement, in the schedules attached hereto or in any certificate furnished or to be furnished by 360 to Target in connection herewith or pursuant hereto contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary in order to make any statement contained herein or therein not misleading.

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## ARTICLE V COVENANTS OF THE PARTIES

5.1 Tax-Free Treatment. The parties intend and agree that the transactions contemplated herein will qualify for Tax-free treatment under Section 368(a)(1)(B) of the Code and the rules and regulations promulgated thereunder. None of the parties will take any action that would be inconsistent with or fail to take any action that is reasonably necessary or appropriate to ensure, the qualification or treatment of the transactions contemplated herein as Tax-free under such provisions, without the prior written consent of the other parties hereto.

5.2 Option to Unwind. If the Company has not successfully raised Two Million Five Hundred Thousand Dollars (\$2,500,000) on or prior to March 1, 2008, then in exchange for cancelling the Notes representing the Merger Consideration, including any accrued but unpaid interest thereon, the Target Shareholder, in his sole and absolute discretion, shall have the option to unwind the Merger and purchase the Target back from the Company upon such other terms and conditions as shall be mutually agreed upon by the Target Shareholder at the Company.

## ARTICLE VI INDEMNIFICATION

### 6.1 360 Losses.

(a) Target and the Target Shareholder jointly and severally agree to indemnify and hold harmless 360 and its directors, officers, employees, shareholders, representatives, agents and attorneys from, against and in respect of any and all 360 Losses (as defined below) suffered, sustained, incurred or required to be paid by any of them by reason of (i) a breach of any representation or warranty made by Target or the Target Shareholder in or pursuant to this Agreement (including, without limitation, the representations and warranties contained in any certificate delivered pursuant hereto); or (ii) any failure by Target or the Target Shareholder to observe or perform its covenants and agreements set forth in this Agreement or in any other agreement or document executed by it in connection with the transactions contemplated hereby.

(b) "360 Losses" shall mean all damages (including, without limitation, amounts paid in settlement with the Target's and the Target Shareholder' consent, which consent may not be unreasonably withheld), losses, obligations, liabilities, claims, deficiencies, costs and expenses (including, without limitation, reasonable attorneys' fees), penalties, fines, interest and monetary sanctions, including, without limitation, reasonable attorneys' fees and costs incurred to comply with injunctions and other court and Agency orders, and other costs and expenses incident to any suit, action, investigation, claim or proceeding or to establish or enforce the rights of 360 or such other persons to indemnification hereunder.

### 6.2 Target Losses.

(a) 360 agrees to indemnify and hold harmless Target and its directors, officers, managers, employees, representatives, agents and attorneys and the Target Shareholder from, against and in respect of any and all Target Losses (as defined below) suffered, sustained, incurred or required to be paid by any of them by reason of (i) a breach of any representation or warranty made by 360 in or pursuant to this Agreement (including, without limitation, the



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representations and warranties contained in any certificate delivered pursuant hereto) being untrue or incorrect in any respect; or (ii) any failure by 360 to observe or perform its covenants and agreements set forth in this Agreement or any other agreement or document executed by it in connection with the transactions contemplated hereby.

(b) "Target Losses" shall mean all damages (including, without limitation, amounts paid in settlement with the consent of 360, which consent may not be reasonably withheld), losses, obligations, liabilities, claims, deficiencies, costs and expenses (including, without limitation, reasonable attorneys' fees), penalties, fines, interest and monetary sanctions, including, without limitation, reasonable attorneys' fees and costs incurred to comply with injunctions and other court and Agency orders, and other costs and expenses incident to any suit, action, investigation, claim or proceeding or to establish or enforce the right of Target and the Target Shareholder or such other persons to indemnification hereunder.

6.3 Notice of Loss. Except to the extent set forth in the next sentence, a party to the Agreement will not have any liability under the indemnity provisions of this Agreement with respect to a particular matter unless a notice setting forth in reasonable detail the breach or other matter which is asserted has been given to the Indemnifying Party (as defined below) and, in addition, if such matter arises out of a suit, action, investigation, proceeding or claim, such notice is given promptly, but in any event within thirty (30) days after the Indemnified Party (as defined below) is given notice of the claim or the commencement of the suit, action, investigation or proceeding. Notwithstanding the preceding sentence, failure of the Indemnified Party to give notice hereunder shall not release the Indemnifying Party from its obligations under this Article VI, except to the extent the Indemnifying Party is actually prejudiced by such failure to give notice. With respect to 360 Losses, Target and the Target Shareholder shall be the Indemnifying Party and 360 and its directors, officers, employees, representatives, agents and attorneys shall be the Indemnified Party. With respect to Target Losses, 360 shall be the Indemnifying Party and Target and its respective directors, officers, managers, employees, representatives, agents and attorneys and the Target Shareholder shall be the Indemnified Party.

6.4 Right to Defend. Upon receipt of notice of any suit, action, investigation, claim or proceeding for which indemnification might be claimed by an Indemnified Party, the Indemnifying Party shall be entitled to defend, contest or otherwise protect against any such suit, action, investigation, claim or proceeding at its own cost and expense, and the Indemnified Party must cooperate in any such defense or other action. The Indemnified Party shall have the right, but not the obligation, to participate at its own expense in defense thereof by counsel of its own choosing, but the Indemnifying Party shall be entitled to control the defense unless the Indemnified Party has relieved the Indemnifying Party from liability with respect to the particular matter or the Indemnifying Party fails to assume defense of the matter. In the event the Indemnifying Party shall fail to defend, contest or otherwise protect in a timely manner against any such suit, action, investigation, claim or proceeding, the Indemnified Party shall have the right, but not the obligation, thereafter to defend, contest or otherwise protect against the same and make any compromise or settlement thereof and recover the entire cost thereof from the Indemnifying Party including, without limitation, reasonable attorneys' fees, disbursements and all amounts paid as a result of such suit, action, investigation, claim or proceeding or the compromise or settlement thereof, provided, however, that the Indemnified Party must send a written notice to the Indemnifying Party of any such proposed settlement or compromise, which

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settlement or compromise the Indemnifying Party may reject, in its reasonable judgment, within thirty (30) days of receipt of such notice. Failure to reject such notice within such thirty (30) day period shall be deemed an acceptance of such settlement or compromise. The Indemnified Party shall have the right to effect a settlement or compromise over the objection of the Indemnifying Party; provided, that if (i) the Indemnifying Party is contesting such claim in good faith or (ii) the Indemnifying Party has assumed the defense from the Indemnified Party, the Indemnified Party waives any right to indemnity therefor. If the Indemnifying Party undertakes the defense of such matters, the Indemnified Party shall not, so long as the Indemnifying Party does not abandon the defense thereof, be entitled to recover from the Indemnifying Party any legal or other expenses subsequently incurred by the Indemnified Party in connection with the defense thereof other than the reasonable costs of investigation undertaken by the Indemnified Party with the prior written consent of the Indemnifying Party.

6.5 Cooperation. Each of 360 and Target, and each of their affiliates, successors and assigns, shall cooperate with each other in the defense of any suit, action, investigation, proceeding or claim by a third party and, during normal business hours, shall afford each other access to their books and records and employees relating to such suit, action, investigation, proceeding or claim and shall furnish each other all such further information that they have the right and power to furnish as may reasonably be necessary to defend such suit, action, investigation, proceeding or claim.

## ARTICLE VII MISCELLANEOUS

7.1 Entire Agreement. This Agreement (including the exhibits and schedules hereto) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof, and no party shall be liable or bound to the other in any manner by any representations or warranties not set forth herein.

7.2 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any rights, interests, or obligations hereunder may be assigned by any party hereto without the prior written consent of all other parties hereto, and any purported assignment in violation of this Section 7.2 shall be null and void.

7.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

7.4 Headings. The headings of the articles and sections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.

7.5 Construction. As used in this Agreement, the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular article, section, paragraph or other subdivision.

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7.6 Modification and Waiver. Any of the terms or conditions of this Agreement may be waived in writing at any time by the party which is entitled to the benefits thereof, and this Agreement may be modified or amended by a written instrument executed by 360, Target, and the Target Shareholder. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties hereto (or their permitted successors or assigns). No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

7.7 Schedules, Etc. All Exhibits and Schedules annexed hereto are expressly made a part of this Agreement as though fully set forth herein.

7.8 Notices. All notices of communication required or permitted hereunder shall be in writing and may be given by (a) depositing the same in United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt request, (b) delivering the same in person to an officer or agent of such party, (c) transmitting by facsimile the same with electronic confirmation of receipt.

(i) If to 360 at:

360 Sports Management, Inc.  
4400 North Federal Highway  
Suite 300  
Boca Raton, FL 33431  
Attn: Robert F. Licopoli

with copies to:

Blank Rome, LLP  
1200 Federal Highway,  
Suite 417  
Boca Raton, FL 33432  
Facsimile No.: 561-417-8101  
Attn: Bruce C. Rosetto, Esq.

(ii) If to Target or the Target Shareholder, addressed to:

Brian Hebb  
498 Newtown Rd.  
Littleton, MA 01460

or to such other address or counsel as any party hereto shall specify pursuant to this Section 7.8 from time to time.

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7.9 GOVERNING LAW/VENUE. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH LAWS OF THE STATE OF FLORIDA. THE PARTIES HEREBY AGREE THAT THE EXCLUSIVE JURISDICTION FOR ALL MATTERS AND CONTROVERSIES ARISING FROM THIS AGREEMENT OR WITH RESPECT TO THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT SHALL SOLELY BE LOCATED IN THE STATE AND FEDERAL COURTS OF PALM BEACH COUNTY, FLORIDA.

7.10 Survival of Covenants, Agreements, Representations and Warranties.

(a) Covenants and Agreements. All covenants and agreements made hereunder or pursuant hereto or in connection with the transactions contemplated hereby shall survive the Closing and shall continue in full force and effect thereafter according to their terms without limit as to duration.

(b) Representations and Warranties. All representations and warranties contained herein shall survive the Closing and shall continue in full force and effect thereafter for a period of two (2) years following the Closing, except that (i) the representations and warranties contained in Sections 3.8 (Tax and Related Matters), 3.11 (Environmental Laws and Regulations) and 3.18 (Employee Benefit Plans) hereof shall survive until the expiration of the applicable periods (including any extensions) of the statutes of limitation to which such representations and warranties relate, and (ii) the representations and warranties contained in Sections 3.1 and 4.1 (Authorization) and 3.3 and 4.5 (Capital Stock) shall survive indefinitely.

(c) Claims Made Prior to Expiration. Notwithstanding the foregoing survival periods set forth in this Section 7.10, the termination of a survival period shall not affect the rights of an Indemnified Party in respect of any claim made by such party with specificity, in good faith and in writing to the Indemnifying Party in accordance with Sections 6.3 and 7.8 hereof prior to expiration of the applicable survival period.

7.11 Expenses. Target and the Target Shareholder, on the one hand, and 360, on the other hand, shall be solely responsible for their respective costs and expenses incurred in connection with the transactions contemplated hereby.

7.12 Third Party Beneficiaries. No individual or firm, corporation, partnership or other entity shall be a third-party beneficiary of the representations, warranties, covenants and agreements made by any party hereto.

7.13 Number and Gender of Words. Whenever the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate.

7.14 Further Assurances. From time to time after the Effective Time, at the request of any other party but at the expense of the requesting party, each of the parties hereto, as the case may be, will execute and deliver any such other instruments of conveyance, assignment and transfer, and take such other action as the other party may reasonably request in order to consummate or evidence the transactions contemplated hereby.

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**7.15 Brokers and Agents.** Each party represents and warrants that it has employed no broker or agent in connection with this transaction and agrees to indemnify and hold harmless the other parties against all loss, cost, damages or expense arising out of claims for fees or commissions of brokers employed or alleged to have been employed by such indemnifying party.

**[Balance of this page intentionally left blank]**

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IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Plan Date.

360:

360 SPORTS MANAGEMENT, INC.

By: 

Name: Brian Hebb  
Title: CEO

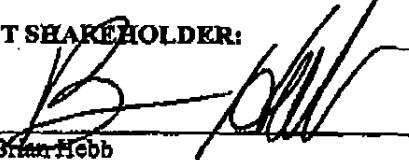
TARGET:

NORTH AMERICAN PRO GOLF TOUR, INC.

By: 

Name: Brian Hebb  
Title: President

TARGET SHAREHOLDER:

  
Brian Hebb