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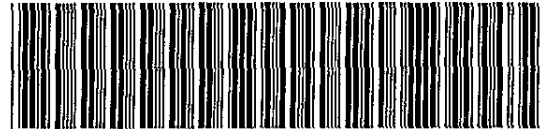
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BS 9/14/04
Merged

TRANSMITTAL LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Triumph Communications Corp.
(Name of surviving corporation)

The enclosed merger and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Chasity Thompson
(Name of person)

The SPO Group
(Name of firm/company)

2724 Routh St.
(Address)

Dallas, TX 75201
(City/state and zip code)

For further information concerning this matter, please call:

Chasity Thompson at (972) 490-8625 or 903-288-990:
(Name of person) (Area code & daytime telephone number)

☒ Certified copy (optional) \$8.75 (plus \$1 per page for each page over 8, not to exceed a maximum of \$52.50; please send an additional copy of your document if a certified copy is requested)

Mailing Address:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:
Amendment Section
Division of Corporations
409 E. Gaines St.
Tallahassee, FL 32399

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, F.S.

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TALLAHASSEE, FLORIDA

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Triumph Communications Corp. Merger Sub	Nevada	

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Triumph Communications Corp.	Florida	
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 in the future.)

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 8/19/04

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ 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 _____

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on 8/19/04 and shareholder approval was not required.

(Attach additional sheets if necessary)

Typed or Printed Name of Individual & Title

Andrew Telsey

Ken Tuccio

ARTICLES OF MERGER

BY AND AMONG:

TRIUMPH COMMUNICATIONS CORP.
AND
TRIUMPH COMMUNICATIONS CORP.
MERGER SUB

CLOSING DATE: AUGUST 20, 2004

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EXHIBITS:

- A- List of Officers & Directors of TRIUMPH-NV & TRIUMPH-FL
- B- List of TRIUMPH-FL Shareholders
- C- Opinion from Counsel

ARTICLES OF MERGER

This Agreement and Articles of Merger (this "Agreement"), entered into as of August 20, 2004, is by and among Triumph Communications Corp. Merger Sub, a Nevada corporation (hereinafter referred to as the "Company" or "TRIUMPH-NV") and Triumph Communications Corp., a Florida Corporation (hereinafter referred to as "TRIUMPH-FL") are filed pursuant to the Florida Business Corporation Act, Section 607.1105, F.S. and the Nevada Revised Statutes 92A.100.

WITNESSETH:

WHEREAS, TRIUMPH-NV was formed to engage in any lawful business or activity for which corporations may be organized under the laws of the State of Nevada.

WHEREAS, the respective Boards of Directors of TRIUMPH-FL and TRIUMPH-NV have adopted resolutions approving and adopting the proposed merger (the "Merger") of TRIUMPH-FL with and into TRIUMPH-NV upon the terms and conditions hereinafter set forth in this Agreement; and

WHEREAS, TRIUMPH-NV and TRIUMPH-FL intend that the Merger of TRIUMPH-FL with and into TRIUMPH-NV as a tax-free reorganization under the provisions of Section 368 of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations promulgated thereunder; and

WHEREAS, the shareholders of TRIUMPH-FL, who together own approximately 100% of the outstanding common stock of the TRIUMPH-FL, desire to enter into this Agreement for the purpose of evidencing their consent to the consummation of the Merger and for the purpose of making certain representations, warranties, covenants and agreements.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants herein contained, and on the terms and subject to the conditions herein set forth, the parties hereby agree as follows:

ARTICLE I

THE MERGER

Section 1.1 The Merger. Subject to the terms and conditions of this Agreement, TRIUMPH-FL will be merged with and into TRIUMPH-NV (referred to herein as the "Merger Sub") effecting a change in domicile from a Florida corporation to a Nevada corporation (upon filing of the amended articles TRIUMPH-NV's name shall be Triumph Communications Corp.) and TRIUMPH-FL shall thereupon cease and all provisions extant in the Company's constituent documents shall remain in force and effect; the directors and officers of the Company shall remain in position or office; the current shareholders of the Company shall become shareholders of the Surviving Entity with the same ownership, whether by shares or percentage, as held in the Company. TRIUMPH-NV (sometimes referred to herein as the "Surviving

Corporation") shall be the surviving corporation in the Merger. The Merger shall have the effects set forth in Articles 607.1105, F.S. of the Florida Business Corporation Act and Article 92A.100 of Nevada Revised Statutes (the "NRS").

Section 1.2 Effective time of the Merger. The parties hereto shall cause Articles of Merger (the "Articles of Merger") that meet the requirements of the applicable provisions of the NRS to be properly executed and filed with the Secretary of State of Nevada on the Closing Date. The Merger shall be effective at the time of acceptance of the filing of the Articles of Merger with the Secretary of State of Nevada in accordance with the Nevada Revised Statutes or at such later time which the parties hereto shall have agreed upon and designated in such filing as the effective time of the Merger (the "Effective Time").

Section 1.3 The Surviving Corporation.

(a) **Articles of Incorporation.** The Articles of Incorporation of the Company shall be the Articles of Incorporation of the Surviving Corporation.

(b) **Bylaws.** The Bylaws of the Company as in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation.

(c) **Directors and Officers.** The directors and officers of the Company shall be as set forth on Exhibit "A" from the Effective Date until their respective successors are duly elected or appointed and qualify in the manner provided in the Articles of Incorporation and Bylaws of the Surviving Corporation, or as otherwise provided by law.

Section 1.4 Conversion of Shares. At the Effective Date, by virtue of the Merger and without any action on the part of Company and or any holder of capital stock of any of them, subject to the limitations contained herein:

(a) Subject to Section 1.6, each share of common stock of TRIUMPH-FL ("TRIUMPH-FL Common Stock") issued and outstanding common stock immediately prior to the Effective Date shall be automatically converted into the right to receive shares of fully paid and nonassessable common stock of the surviving corporation (the "Surviving Common Stock") on a share for share basis (the "Exchange Ratio").

(b) Each share of common stock of TRIUMPH-FL issued and outstanding immediately prior to the Effective Time shall automatically be converted into and become one share of Common Stock of the Surviving Corporation and shall constitute the only outstanding shares of capital stock of the Surviving Corporation.

Section 1.5 Stock Certificates. At or following the Effective Time, each holder of an outstanding certificate or certificates representing TRIUMPH-FL Common Stock shall surrender the same to the Merger sub and the Merger sub shall, in exchange therefore, issue to the holder of such certificate(s) shares of TRIUMPH-NV Common Stock in accordance with Section 1.4, and the surrendered certificate(s) shall be canceled. From and after the Effective

Time, all shares of the TRIUMPH-FL Common Stock converted in accordance with Section 1.4 shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist. Until surrendered and exchanged, each certificate of TRIUMPH-FL Common Stock shall represent solely the right to receive the Merger sub Common Stock in accordance with Section 1.4, without interest and less any tax withholding. From and after the Effective Date, all certificates representing the common stock of TRIUMPH-FL shall be deemed for all purposes to represent the number of shares of common stock of the Surviving Corporation into which they are converted in accordance with Section 1.4.

Section 1.6 Dissenting Shares. Each share of TRIUMPH-FL Common Stock issued and outstanding immediately prior to the Effective Time not voted in favor of the Merger, the holder of which has given written notice of the exercise of dissenter's rights and has perfected such rights as required by the Florida Statutes, is herein called a "Dissenting Share." Dissenting Shares shall not be converted into or represent the right to receive TRIUMPH-NV Common Stock pursuant to Section 1.4 and shall be entitled only to such rights as are available to such holder pursuant to the Florida Statutes, unless the holder thereof shall have withdrawn or forfeited his dissenter's rights.. Each holder of Dissenting Shares shall be entitled to receive the value of such Dissenting Shares held by him in accordance with the applicable provisions of the Florida Statutes. The Company will pay to any holder of Dissenting Shares such amount as such holder shall be entitled to receive in accordance with the applicable provisions of the Florida Statutes. If any holder of Dissenting Shares shall effectively withdraw or forfeit his dissenter's rights under the Florida Statutes, such Dissenting Shares shall be converted into the right to receive TRIUMPH-NV Common Stock in accordance with Section 1.4.

Section 1.7 Tax-Free Reorganization. The parties hereto intend that the Merger shall constitute reorganization within the meaning of Section 368 of the Code. The parties hereto adopt this Agreement as a "Plan of Merger and Reorganization" within the meaning of Section 1.368-2(g) and 1.3683(a) of the Treasury Regulations promulgated thereunder.

Section 1.8 Further Documents. Each party hereto will, either prior to or after the Effective Date, execute such further documents, instruments, deeds, bills of sale, assignments and assurances and take such further actions as may reasonably be requested by one or more of the other parties to consummate the Merger, to vest the Surviving Corporation with full title to all assets, properties, privileges, rights, approvals, immunities and franchises of TRIUMPH-FL, or to effect the other purposes of this Agreement.

Section 1.9 Adjustment of Exchange Ratio. The Exchange Ratio shall be adjusted in the event of any consolidation, reorganization, recapitalization, stock split, stock dividend or other like event which occurs, between the date of this Agreement and the Closing Date, with respect to the TRIUMPH-NV Common Stock.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF TRIUMPH-NV

TRIUMPH-NV, represents and warrants that the following are true and correct as of the date hereof and will be true and correct through the Closing Date as if made on that date (it being acknowledged and agreed that indemnification for any breaches of the representations and warranties set forth in this Article II shall be as provided in Article X below):

Section 2.1 Ownership of the Stock. There are no shareholders of record for TRIUMPH-NV as of the date of this agreement.

Section 2.2 Organization and Good Standing; Qualification. TRIUMPH-NV is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, with all requisite corporate power and authority to carry on the business in which it is engaged, to own the properties it owns, to execute and deliver this Agreement and to consummate the transactions contemplated hereby. TRIUMPH-NV is duly qualified and licensed to do business and is in good standing in all jurisdictions where the nature of its business makes such qualification necessary. TRIUMPH-NV does not have any assets, employees or offices in any state other than the State of Nevada.

Section 2.3 Capitalization. The authorized capital stock of TRIUMPH-NV consists of 200,000,000 shares of common stock, par value \$0.001 per share and 25,000,000 shares of preferred stock, par value \$0.001 per share, of which there are currently 0 shares issued and outstanding.

Section 2.4 Corporate Records. The copies of TRIUMPH-NV's Articles of Incorporation and Bylaws, and all amendments thereto, that have been delivered to TRIUMPH-FL are true, correct and complete copies thereof, as in effect on the date hereof. The minute books of TRIUMPH-NV, copies of which have been delivered to TRIUMPH-FL, contain accurate minutes of all meetings of, and accurate consents to all actions taken without meetings by, the Board of Directors (and any committees thereof) and the shareholders of TRIUMPH-NV since the formation of TRIUMPH-NV.

Section 2.5 Authorization and Validity. The execution, delivery and performance by TRIUMPH-FL of this Agreement and the other agreements contemplated hereby, and the consummation of the transactions contemplated hereby and thereby, have been or will be approved and duly authorized by all directors and shareholders as required by TRIUMPH-FL. This Agreement and the Related Agreements have been or will be as of the Closing Date duly executed and delivered by TRIUMPH-FL and constitute or will constitute legal, valid and binding obligations of TRIUMPH-FL, enforceable against TRIUMPH-NV in accordance with their respective terms, except as may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally or the availability of equitable remedies, subject to approval by the shareholders of TRIUMPH-FL. The merger of TRIUMPH-FL with and into TRIUMPH-NV as set forth herein will not impair the ability or authority of TRIUMPH-NV to carry on its business as now conducted in any respect.

ARTICLES OF MERGER

Section 2.6 Subsidiaries. TRIUMPH-FL does not own, directly or indirectly, any of the capital stock of any other corporation or any equity, profit sharing, participation or other interest in any corporation, partnership, joint venture or other entity.

Section 2.7 No Violation. Neither the execution, delivery or performance of this Agreement or the Related Agreements nor the consummation of the transactions contemplated hereby or thereby will (a) conflict with, or result in a violation or breach of the terms, conditions or provisions of, or constitute a default under, the Articles of Incorporation or Bylaws of TRIUMPH-NV or any agreement, indenture or other instrument under which TRIUMPH-NV is bound or to which TRIUMPH-NV Common Stock or any of the assets of TRIUMPH-NV are subject, or result in the creation or imposition of any security interest, lien, charge or encumbrance upon TRIUMPH-NV Common Stock or any of the assets of TRIUMPH-NV, or (b) violate or conflict with any judgment, decree, order, statute, rule or regulation of any court or any public, governmental or regulatory agency or body having jurisdiction over TRIUMPH-NV Common Stock or the assets of TRIUMPH-NV.

Section 2.8 Consents. No consent, authorization, approval, permit or license of, or filing with, any governmental or public body or authority, any lender or lessor or any other person or entity is required to authorize, or is required in connection with, the execution, delivery and performance of this Agreement or the Related Agreements on the part of TRIUMPH-NV.

Section 2.9 Financial Statements. TRIUMPH-NV has furnished to TRIUMPH-FL the unaudited consolidated balance sheet and related unaudited consolidated statements of income, retained earnings and cash flows for the twelve-month periods ended December 31, 2003 and December 31, 2002, including the notes thereto (the "Unaudited Financial Statements"), as well as Unaudited balance sheets and related Unaudited statements of income, retained earnings and cash flows for each month ended thereafter through March 31. The Unaudited Financial Statements are in accordance with the books and records of TRIUMPH-NV, and fairly present the financial condition and results of operations of TRIUMPH-NV as of the dates and for the periods indicated, except for the absence of notes thereto and subject to normal year-end audit adjustments which are not material. The books of account of TRIUMPH-NV and the Subsidiaries have been kept accurately in the ordinary course of business, the transactions entered therein represent bona fide transactions and the revenues, expenses, assets and liabilities of TRIUMPH-NV have been properly recorded in such books.

Section 2.10 Liabilities and Obligations. The Unaudited Financial Statements reflect all liabilities of TRIUMPH-NV, accrued, contingent or otherwise (known or unknown and asserted or unasserted), arising out of transactions effected or events occurring on or prior to the date hereof. All reserves shown in the Unaudited Financial Statements are appropriate, reasonable and sufficient to provide for losses thereby contemplated. Except as set forth in the Unaudited Financial Statements, TRIUMPH-NV is not liable upon or with respect to, or obligated in any other way to provide funds in respect of or to guarantee or assume in any manner, any debt, obligation or dividend of any person, corporation, association, partnership,

joint venture, trust or other entity, and TRIUMPH-NV does not know of any basis for the assertion of any other claims or liabilities of any nature or in any amount.

Section 2.11 Employee Matters.

(a) **Cash Compensation.** TRIUMPH-NV herein states that there have been no Cash Compensation paid to any employees of TRIUMPH-NV.

(b) **Compensation Plans.** TRIUMPH-NV herein states that there have been no Compensation Plans established as of the date of this agreement with any employee of TRIUMPH-NV.

(c) **Employment Agreements.** TRIUMPH-NV herein states that there have been no Employment Agreements entered into or will be entered into with any employees of TRIUMPH-NV as of the date of this agreement.

(d) **Employee Policies and Procedures.** TRIUMPH-NV does not and has not generated any Employee Policies and Procedures as of the date of this agreement.

(e) **Labor Compliance.** TRIUMPH-NV (i) has been and is in compliance with all laws, rules, regulations and ordinances respecting employment and employment practices, terms and conditions of employment and wages and hours, and (ii) is not liable for any arrears of wages or penalties for failure to comply with any of the foregoing. TRIUMPH-NV has not engaged in any unfair labor practice or discriminated on the basis of race, color, religion, sex, national origin, age or handicap in its employment conditions or practices. There are no (i) unfair labor practice charges or complaints or racial, color, religious, sex, national origin, age or handicap discrimination charges or complaints pending or, to the knowledge of TRIUMPH-NV, threatened, against TRIUMPH-NV before any federal, state or local court, board, department, commission or agency nor, to the knowledge of TRIUMPH-NV, does any basis therefore exist or (ii) existing or, to the knowledge of TRIUMPH-NV, threatened, labor strikes, disputes, grievances, controversies or other labor troubles affecting TRIUMPH-NV, nor, to the knowledge of TRIUMPH-NV, does any basis therefore exist.

(f) **Unions.** TRIUMPH-NV has never been a party to any agreement with any union, labor organization or collective bargaining unit. No employees of TRIUMPH-NV are represented by any union, labor organization or collective bargaining unit. To the knowledge of TRIUMPH-NV, the employees of TRIUMPH-NV have no intention to and have not threatened to organize or join a union, labor organization or collective bargaining unit.

(g) **Aliens.** All employees of TRIUMPH-NV are citizens of and are authorized to be employed in, the United States.

Section 2.12 Assets.

(a) **Real Property.** TRIUMPH-NV owns no real property.

(b) **Personal Property.** TRIUMPH-NV has no tangible or intangible personal property as of the date of this agreement.

(c) **Leases.** TRIUMPH-NV is currently under no obligation of any leases of real or personal property.

Section 2.13 Commitments.

(a) **Commitments; Defaults.** TRIUMPH-NV has not entered into any commitments, nor is TRIUMPH-NV's Common Stock, the assets, or the business of TRIUMPH-NV bound by, whether or not in writing, any:

- (i) partnership or joint venture agreement;
- (ii) deed of trust or other security agreement;
- (iii) guaranty or suretyship, indemnification or contribution agreement or performance bond;
- (iv) employment, consulting or compensation agreement or arrangement, including the election or retention in office of any director or officer;
- (v) labor or collective bargaining agreement;
- (vi) debt instrument, loan agreement or other obligation relating to indebtedness for borrowed money or money lent or to be lent to another;
- (vii) deed or other document evidencing an interest in or contract to purchase or sell real property;
- (viii) agreement with dealers or sales or commission agents, public relations or advertising agencies, accountants or attorneys;
- (ix) lease of real or personal property, whether as lessor, lessee, sublessor or sublessee;
- (x) agreement between TRIUMPH-NV and any affiliate of TRIUMPH-NV;
- (xi) agreement relating to any material matter or transaction in which an interest is held by a person or entity that is an affiliate of TRIUMPH-NV;
- (xii) any agreement for the acquisition of services, supplies, equipment or other personal property and involving more than \$60,000 in the aggregate;

- (xiii) powers of attorney;
- (xiv) contracts containing noncompetition covenants;
- (xv) any other contract or arrangement that involves either an unperformed commitment in excess of \$60,000 or that terminates more than 30 days after the date hereof;
- (xvi) agreement relating to any material matter or transaction in which an interest is held by any person or entity;
- (xvii) agreement providing for the purchase from a supplier of all or substantially all of the requirements of TRIUMPH-NV or any Subsidiary of a particular product or service; or
- (xviii) any other agreement or commitment not made in the ordinary course of business or that is material to the business or financial condition of TRIUMPH-NV or any Subsidiary.

(b) **No Cancellation or Termination of Commitment.** Except as contemplated hereby, TRIUMPH-NV has not received notice of any plan or intention of any other party to any Commitment to exercise any right to cancel or terminate any Commitment or agreement, and TRIUMPH-NV does not know of any fact that would justify the exercise of such a right. TRIUMPH-NV does not contemplate, or has no reason to believe any other person or entity currently contemplates, any amendment or change to any Commitment.

Section 2.14 Adverse Agreements. TRIUMPH-NV is not a party to any agreement or instrument or subject to any charter or other corporate restriction or any judgment, order, writ, injunction, decree, rule or regulation that materially and adversely affects, or may in the future materially and adversely affect, the condition (financial or otherwise), operations, assets, liabilities, business or prospects of TRIUMPH-NV.

Section 2.15 Insurance. TRIUMPH-NV does not carry property, liability, workers' compensation and such other types of insurance.

Section 2.16 Patents, Trade-marks, Service Marks and Copyrights.

(a) **Ownership.** TRIUMPH-NV does not own patents, trade-marks, service marks or copyrights.

Section 2.17 Trade Secrets and Customer Lists. TRIUMPH-NV has the right to use, free and clear of any claims or rights of others all trade secrets, customer lists and proprietary information required for the marketing of all merchandise and services formerly or presently sold or marketed by TRIUMPH-NV. TRIUMPH-NV is not using or in any way making use of any confidential information or trade secrets of any third party, including without limitation any past or present employee of TRIUMPH-NV.

Section 2.18 Taxes.

(a) All Returns required to have been filed by TRIUMPH-NV have been timely filed (taking into account duly granted extensions) and are true, correct and complete in all respects. TRIUMPH-NV is not currently the beneficiary of any extension of time within which to file any Return, and no claim has ever been made by any governmental authority in a jurisdiction where TRIUMPH-NV do not file Returns that TRIUMPH-NV is or may be subject to taxation by that jurisdiction, which claim has not been resolved as of the date hereof.

(b) All Taxes of TRIUMPH-NV which have become due (without regard to any extension of the time for payment and whether or not shown on any Return) have been paid. TRIUMPH-NV have withheld and paid over all Taxes required to have been withheld and paid over by them and have complied with all information reporting and back-up withholding requirements relating to Taxes. There are no liens with respect to Taxes on any of the assets of TRIUMPH-NV, other than liens for Taxes not yet due and payable, and for which adequate reserves have been established in the Unaudited Financial Statements.

(c) No deficiencies exist or have been asserted (verbally or in writing) with respect to Taxes of TRIUMPH-NV and SPY-NV have not received notice (verbally or in writing) that they have not filed a Return or paid any Taxes required to be filed or paid by them.

(d) TRIUMPH-NV is not or has not ever been (i) a party to any tax sharing agreement or arrangement (formal or informal, verbal or in writing), or (ii) a member of an affiliated group of corporations (within the meaning of Internal Revenue Code Section 1504) filing a consolidated federal income Return, or any similar group under analogous provisions of other law.

(e) TRIUMPH-NV is not liable for any unpaid Taxes of any person other than TRIUMPH-NV under Treasury Regulation Section 1.1502-6 or any similar provision of state, local or foreign law, or by contract or otherwise.

(f) Prior to May 20, 2004, TRIUMPH-NV was a validly electing Corporation within the meaning of Internal Revenue Code Sections 1361 and 1362.

Section 2.19 Compliance with Laws. TRIUMPH-NV has complied with all laws, regulations and licensing requirements and have filed with the proper authorities all necessary statements and reports. There are no existing violations by TRIUMPH-NV of any federal, state or local law or regulation that could affect the property or business of TRIUMPH-NV. TRIUMPH-NV possess all necessary licenses, franchises, permits and governmental authorizations to conduct its business as now conducted.

Section 2.20 Finder's Fee. TRIUMPH-NV has not incurred any obligation for any finder's, brokers or agent's fee in connection with the transactions contemplated hereby.

Section 2.21 Litigation. TRIUMPH-NV has not incurred any legal actions or administrative proceedings or investigations instituted or, to the knowledge of TRIUMPH-NV, threatened, against or affecting, or that could affect, TRIUMPH-NV, any of TRIUMPH-NV's Common Stock, or the business of TRIUMPH-NV. TRIUMPH-NV is not (a) subject to any continuing court or administrative order, writ, injunction or decree applicable specifically to TRIUMPH-NV or to their respective business, assets, operations or employees or (b) in default with respect to any such order, writ, injunction or decree. TRIUMPH-NV does know of any basis for any such action, proceeding or investigation.

Section 2.22 Accuracy of Information. TRIUMPH-NV states in connection with the transactions contemplated hereby is true, correct and complete in all material respects. Such information states all material facts required to be stated therein or necessary to make the statements therein, in light of the circumstances under which such statements are made, not misleading.

Section 2.23 Banking Relations. TRIUMPH-NV does not have relationships with any bank or other financial institution, (such as checking account, borrowing arrangements, safe deposit box, etc.).

Section 2.24 Ownership Interests of Interested Persons. No officer, supervisory employee, or director of TRIUMPH-NV or their respective spouses or children, owns directly or indirectly, on an individual or joint basis, any material interest in, or serves as an officer or director of, any customer, or supplier of TRIUMPH-NV, or any organization that has a material contract or arrangement with TRIUMPH-NV.

Section 2.25 Environmental Matters.

(a) **Environmental Laws.** TRIUMPH-NV nor any of their respective assets are currently in violation of, or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or to any remedial obligations under, any laws or regulations pertaining to health or the environment (hereinafter sometimes collectively called "Environmental Laws"), including without limitation (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§9601 et seq.), as amended from time to time ("CERCLA") (including without limitation as amended pursuant to the Superfund Amendments and Reauthorization Act of 1986), and regulations promulgated under CERCLA, (ii) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§6901 et seq.), as amended from time to time ("RCRA"), and regulations promulgated thereunder, (iii) statutes, rules or regulations, whether federal, state or local, relating to asbestos or polychlorinated biphenyls, and (iv) the provisions of applicable Nevada law, and this representation and warranty would continue to be true and correct following disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances, if any, pertaining to the assets and operations of TRIUMPH-NV.

Section 2.26 Certain Payments. TRIUMPH-NV nor any director, officer or, to the knowledge of TRIUMPH-NV, employee, of TRIUMPH-NV has not paid or caused to be paid,

directly or indirectly, in connection with the business of TRIUMPH-NV (a) to any government or agency thereof or any agent of any supplier or customer any bribe, kick-back or other similar payment; or (b) any contribution to any political party or candidate (other than from personal funds of directors, officers or employees not reimbursed by their respective employers or as otherwise permitted by applicable law).

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF TRIUMPH-FL

TRIUMPH-FL, represents and warrants that the following are true and correct as of the date hereof and will be true and correct through the Closing Date as if made on that date (it being acknowledged and agreed that indemnification for any breaches of the representations and warranties set forth in this Article II shall be as provided in Article X below):

Section 3.1 Ownership of the Stock. The shareholders listed on Exhibit "B" own, beneficially and of record, good and marketable title to the shares of Company Common Stock set forth opposite such shareholders' names on Exhibit "B", which constitutes all of the issued and outstanding capital stock of TRIUMPH-FL, and to the knowledge of TRIUMPH-FL, free and clear of all security interests, liens, adverse claims, encumbrances, equities, proxies, options or shareholders' agreements. At the Closing, the shareholders of TRIUMPH-FL will convey to TRIUMPH-NV good and marketable title to all of the issued and outstanding capital stock of TRIUMPH-FL, free and clear of any security interests, liens, adverse claims, encumbrances, equities, proxies, options, shareholders' agreements or restrictions.

Section 3.2 Organization and Good Standing; Qualification. TRIUMPH-FL is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, with all requisite corporate power and authority to carry on the business in which it is engaged, to own the properties it owns, to execute and deliver this Agreement and to consummate the transactions contemplated hereby. TRIUMPH-FL is duly qualified and licensed to do business and is in good standing in all jurisdictions where the nature of its business makes such qualification necessary. TRIUMPH-FL does not have any assets, employees or offices in any state other than the State of Florida.

Section 3.3 Capitalization. The authorized capital stock of TRIUMPH-FL consists of 1,000,000,000 shares of common stock, par value \$0.001 per share, of which there are currently 300,000,000 shares of common stock issued and outstanding.

Section 3.4 Corporate Records. The copies of TRIUMPH-FL's Articles of Incorporation and Bylaws, and all amendments thereto, that have been delivered to TRIUMPH-NV are true, correct and complete copies thereof, as in effect on the date hereof. The minute books of TRIUMPH-FL, copies of which have been delivered to TRIUMPH-NV, contain accurate minutes of all meetings of, and accurate consents to all actions taken without meetings by, the Board of Directors (and any committees thereof) and the shareholders of TRIUMPH-FL since the formation of TRIUMPH-FL.

Section 3.5 Authorization and Validity. The execution, delivery and performance by TRIUMPH-FL of this Agreement and the other agreements contemplated hereby, and the consummation of the transactions contemplated hereby and thereby, have been or will be approved and duly authorized by all directors and shareholders as required by TRIUMPH-FL. This Agreement and the Related Agreements have been or will be as of the Closing Date duly executed and delivered by TRIUMPH-FL and constitute or will constitute legal, valid and binding obligations of TRIUMPH-FL, enforceable against TRIUMPH-FL in accordance with their respective terms, except as may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally or the availability of equitable remedies, subject to approval by the shareholders of TRIUMPH-FL. The merger of TRIUMPH-FL with and into TRIUMPH-NV as set forth herein will not impair the ability or authority of TRIUMPH-FL to carry on its business as now conducted in any respect.

Section 3.6 Subsidiaries. TRIUMPH-FL does not own, directly or indirectly, any of the capital stock of any other corporation or any equity, profit sharing, participation or other interest in any corporation, partnership, joint venture or other entity.

Section 3.7 No Violation. Neither the execution, delivery or performance of this Agreement or the Related Agreements nor the consummation of the transactions contemplated hereby or thereby will (a) conflict with, or result in a violation or breach of the terms, conditions or provisions of, or constitute a default under, the Articles of Incorporation or Bylaws of TRIUMPH-FL or any agreement, indenture or other instrument under which TRIUMPH-FL is bound or to which TRIUMPH-FL Common Stock or any of the assets of TRIUMPH-FL are subject, or result in the creation or imposition of any security interest, lien, charge or encumbrance upon TRIUMPH-FL Common Stock or any of the assets of TRIUMPH-FL, or (b) violate or conflict with any judgment, decree, order, statute, rule or regulation of any court or any public, governmental or regulatory agency or body having jurisdiction over TRIUMPH-FL Common Stock or the assets of TRIUMPH-FL.

Section 3.8 Consents. No consent, authorization, approval, permit or license of, or filing with, any governmental or public body or authority, any lender or lessor or any other person or entity is required to authorize, or is required in connection with, the execution, delivery and performance of this Agreement or the Related Agreements on the part of TRIUMPH-FL.

Section 3.9 Financial Statements. TRIUMPH-FL has furnished to TRIUMPH-NV the unaudited consolidated balance sheet and related unaudited consolidated statements of income, retained earnings and cash flows for the twelve-month periods ended December 31, 2003 and December 31, 2002, including the notes thereto (the "Unaudited Financial Statements"), as well as Unaudited balance sheets and related Unaudited statements of income, retained earnings and cash flows for each month ended thereafter through March 31. The Unaudited Financial Statements are in accordance with the books and records of TRIUMPH-FL, and fairly present the financial condition and results of operations of TRIUMPH-FL as of the dates and for the periods indicated, except for the absence of notes thereto and subject to normal year-end audit adjustments which are not material. The books of account of

TRIUMPH-FL and the Subsidiaries have been kept accurately in the ordinary course of business, the transactions entered therein represent bona fide transactions and the revenues, expenses, assets and liabilities of TRIUMPH-FL have been properly recorded in such books.

Section 3.10 Liabilities and Obligations. The Unaudited Financial Statements reflect all liabilities of TRIUMPH-FL, accrued, contingent or otherwise (known or unknown and asserted or unasserted), arising out of transactions effected or events occurring on or prior to the date hereof. All reserves shown in the Unaudited Financial Statements are appropriate, reasonable and sufficient to provide for losses thereby contemplated. Except as set forth in the Unaudited Financial Statements, TRIUMPH-FL is not liable upon or with respect to, or obligated in any other way to provide funds in respect of or to guarantee or assume in any manner, any debt, obligation or dividend of any person, corporation, association, partnership, joint venture, trust or other entity, and TRIUMPH-FL does not know of any basis for the assertion of any other claims or liabilities of any nature or in any amount.

Section 3.11 Employee Matters.

(a) **Cash Compensation.** TRIUMPH-FL herein states that there have been no Cash Compensation paid to any employees of TRIUMPH-FL.

(b) **Compensation Plans.** TRIUMPH-FL herein states that there have been no Compensation Plans established as of the date of this agreement with any employee of TRIUMPH-FL.

(c) **Employment Agreements.** TRIUMPH-FL herein states that there have been no Employment Agreements entered into or will be entered into with any employees of TRIUMPH-FL as of the date of this agreement.

(d) **Employee Policies and Procedures.** TRIUMPH-FL does not and has not generated any Employee Policies and Procedures as of the date of this agreement.

(e) **Labor Compliance.** TRIUMPH-FL (i) has been and is in compliance with all laws, rules, regulations and ordinances respecting employment and employment practices, terms and conditions of employment and wages and hours, and (ii) is not liable for any arrears of wages or penalties for failure to comply with any of the foregoing. TRIUMPH-FL has not engaged in any unfair labor practice or discriminated on the basis of race, color, religion, sex, national origin, age or handicap in its employment conditions or practices. There are no (i) unfair labor practice charges or complaints or racial, color, religious, sex, national origin, age or handicap discrimination charges or complaints pending or, to the knowledge of TRIUMPH-FL, threatened, against TRIUMPH-FL before any federal, state or local court, board, department, commission or agency nor, to the knowledge of TRIUMPH-FL, does any basis therefore exist or (ii) existing or, to the knowledge of TRIUMPH-FL, threatened, labor strikes, disputes, grievances, controversies or other labor troubles affecting TRIUMPH-FL, nor, to the knowledge of TRIUMPH-FL, does any basis therefore exist.

(f) **Unions.** TRIUMPH-FL has never been a party to any agreement with any union, labor organization or collective bargaining unit. No employees of TRIUMPH-FL are represented by any union, labor organization or collective bargaining unit. To the knowledge of TRIUMPH-FL, the employees of TRIUMPH-FL have no intention to and have not threatened to organize or join a union, labor organization or collective bargaining unit.

(g) **Aliens.** All employees of TRIUMPH-FL are citizens of and are authorized to be employed in, the United States.

Section 3.12 Assets.

(a) **Real Property.** TRIUMPH-FL owns no real property.

(b) **Personal Property.** TRIUMPH-FL has no tangible or intangible personal property as of the date of this agreement.

(c) **Leases.** TRIUMPH-FL is currently under no obligation of any leases of real or personal property.

Section 3.13 Commitments.

(a) **Commitments; Defaults.** TRIUMPH-FL has not entered into any commitments, nor is TRIUMPH-FL's Common Stock, the assets, or the business of TRIUMPH-FL bound by, whether or not in writing, any:

- (i) partnership or joint venture agreement;
- (ii) deed of trust or other security agreement;
- (iii) guaranty or suretyship, indemnification or contribution agreement or performance bond;
- (iv) employment, consulting or compensation agreement or arrangement, including the election or retention in office of any director or officer;
- (v) labor or collective bargaining agreement;
- (vi) debt instrument, loan agreement or other obligation relating to indebtedness for borrowed money or money lent or to be lent to another;
- (vii) deed or other document evidencing an interest in or contract to purchase or sell real property;
- (viii) agreement with dealers or sales or commission agents, public relations or advertising agencies, accountants or attorneys;

(ix) lease of real or personal property, whether as lessor, lessee, sublessor or sublessee;

(x) agreement between TRIUMPH-FL and any affiliate of TRIUMPH-FL;

(xi) agreement relating to any material matter or transaction in which an interest is held by a person or entity that is an affiliate of TRIUMPH-FL;

(xii) any agreement for the acquisition of services, supplies, equipment or other personal property and involving more than \$60,000 in the aggregate;

(xiii) powers of attorney;

(xiv) contracts containing noncompetition covenants;

(xv) any other contract or arrangement that involves either an unperformed commitment in excess of \$60,000 or that terminates more than 30 days after the date hereof;

(xvi) agreement relating to any material matter or transaction in which an interest is held by any person or entity;

(xvii) agreement providing for the purchase from a supplier of all or substantially all of the requirements of TRIUMPH-FL or any Subsidiary of a particular product or service; or

(xviii) any other agreement or commitment not made in the ordinary course of business or that is material to the business or financial condition of TRIUMPH-FL or any Subsidiary.

(b) **No Cancellation or Termination of Commitment.** Except as contemplated hereby, TRIUMPH-FL has not received notice of any plan or intention of any other party to any Commitment to exercise any right to cancel or terminate any Commitment or agreement, and TRIUMPH-FL does not know of any fact that would justify the exercise of such a right. TRIUMPH-FL does not contemplate, or has no reason to believe any other person or entity currently contemplates, any amendment or change to any Commitment.

Section 3.14 Adverse Agreements. TRIUMPH-FL is not a party to any agreement or instrument or subject to any charter or other corporate restriction or any judgment, order, writ, injunction, decree, rule or regulation that materially and adversely affects, or may in the future materially and adversely affect, the condition (financial or otherwise), operations, assets, liabilities, business or prospects of TRIUMPH-FL.

Section 3.15 Insurance. TRIUMPH-FL does not carry property, liability, workers' compensation and such other types of insurance.

Section 3.16 Patents, Trade-marks, Service Marks and Copyrights.

(a) **Ownership.** TRIUMPH-FL does not own patents, trade-marks, service marks or copyrights.

Section 3.17 Trade Secrets and Customer Lists. TRIUMPH-FL has the right to use, free and clear of any claims or rights of others all trade secrets, customer lists and proprietary information required for the marketing of all merchandise and services formerly or presently sold or marketed by TRIUMPH-FL. TRIUMPH-FL is not using or in any way making use of any confidential information or trade secrets of any third party, including without limitation any past or present employee of TRIUMPH-FL.

Section 3.18 Taxes.

(a) All Returns required to have been filed by TRIUMPH-FL have been timely filed (taking into account duly granted extensions) and are true, correct and complete in all respects. TRIUMPH-FL is not currently the beneficiary of any extension of time within which to file any Return, and no claim has ever been made by any governmental authority in a jurisdiction where TRIUMPH-FL do not file Returns that TRIUMPH-FL is or may be subject to taxation by that jurisdiction, which claim has not been resolved as of the date hereof.

(b) All Taxes of TRIUMPH-FL which have become due (without regard to any extension of the time for payment and whether or not shown on any Return) have been paid. TRIUMPH-FL have withheld and paid over all Taxes required to have been withheld and paid over by them and have complied with all information reporting and back-up withholding requirements relating to Taxes. There are no liens with respect to Taxes on any of the assets of TRIUMPH-FL, other than liens for Taxes not yet due and payable, and for which adequate reserves have been established in the Unaudited Financial Statements.

(c) No deficiencies exist or have been asserted (verbally or in writing) with respect to Taxes of TRIUMPH-FL and TRIUMPH-FL have not received notice (verbally or in writing) that they have not filed a Return or paid any Taxes required to be filed or paid by them.

(d) TRIUMPH-FL is not or has not ever been (i) a party to any tax sharing agreement or arrangement (formal or informal, verbal or in writing), or (ii) a member of an affiliated group of corporations (within the meaning of Internal Revenue Code Section 1504) filing a consolidated federal income Return, or any similar group under analogous provisions of other law.

(e) TRIUMPH-FL is not liable for any unpaid Taxes of any person other than TRIUMPH-FL under Treasury Regulation Section 1.1502-6 or any similar provision of state, local or foreign law, or by contract or otherwise.

(f) Prior to May 20, 2004, TRIUMPH-FL was a validly electing Corporation within the meaning of Internal Revenue Code Sections 1361 and 1362.

Section 3.19 Compliance with Laws. TRIUMPH-FL has complied with all laws, regulations and licensing requirements and have filed with the proper authorities all necessary statements and reports. There are no existing violations by TRIUMPH-FL of any federal, state or local law or regulation that could affect the property or business of TRIUMPH-FL. TRIUMPH-FL possess all necessary licenses, franchises, permits and governmental authorizations to conduct its business as now conducted.

Section 3.20 Finder's Fee. TRIUMPH-FL has not incurred any obligation for any finder's, brokers or agent's fee in connection with the transactions contemplated hereby.

Section 3.21 Litigation. TRIUMPH-FL has not incurred any legal actions or administrative proceedings or investigations instituted or, to the knowledge of TRIUMPH-FL, threatened, against or affecting, or that could affect, TRIUMPH-FL, any of TRIUMPH-FL's Common Stock, or the business of TRIUMPH-FL. TRIUMPH-FL is not (a) subject to any continuing court or administrative order, writ, injunction or decree applicable specifically to TRIUMPH-FL or to their respective business, assets, operations or employees or (b) in default with respect to any such order, writ, injunction or decree. TRIUMPH-FL does know of any basis for any such action, proceeding or investigation.

Section 3.22 Accuracy of Information. TRIUMPH-FL states in connection with the transactions contemplated hereby is true, correct and complete in all material respects. Such information states all material facts required to be stated therein or necessary to make the statements therein, in light of the circumstances under which such statements are made, not misleading.

Section 3.23 Banking Relations. TRIUMPH-FL does not have relationships with any bank or other financial institution, (such as checking account, borrowing arrangements, safe deposit box, etc.).

Section 3.24 Ownership Interests of Interested Persons. No officer, supervisory employee, or director of TRIUMPH-FL or their respective spouses or children, owns directly or indirectly, on an individual or joint basis, any material interest in, or serves as an officer or director of, any customer, or supplier of TRIUMPH-FL, or any organization that has a material contract or arrangement with TRIUMPH-FL.

Section 3.25 Environmental Matters.

(a) **Environmental Laws.** TRIUMPH-FL nor any of their respective assets are currently in violation of, or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or to any remedial obligations under, any laws or regulations pertaining to health or the environment (hereinafter sometimes collectively called "Environmental Laws"), including without limitation (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§9601 *et seq.*), as amended from time to time ("CERCLA") (including without limitation as amended pursuant to the Superfund Amendments and Reauthorization Act of 1986), and regulations promulgated

under CERCLA, (ii) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§6901 et seq.), as amended from time to time ("RCRA"), and regulations promulgated thereunder, (iii) statutes, rules or regulations, whether federal, state or local, relating to asbestos or polychlorinated biphenyls, and (iv) the provisions of applicable Nevada law, and this representation and warranty would continue to be true and correct following disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances, if any, pertaining to the assets and operations of TRIUMPH-FL.

Section 3.26 Certain Payments. TRIUMPH-FL nor any director, officer or, to the knowledge of TRIUMPH-FL, employee, of TRIUMPH-FL has not paid or caused to be paid, directly or indirectly, in connection with the business of TRIUMPH-FL (a) to any government or agency thereof or any agent of any supplier or customer any bribe, kick-back or other similar payment; or (b) any contribution to any political party or candidate (other than from personal funds of directors, officers or employees not reimbursed by their respective employers or as otherwise permitted by applicable law).

ARTICLE III

TRIUMPH-NV AND TRIUMPH-FL's COVENANTS

TRIUMPH-NV and TRIUMPH-FL jointly and severally agree that between the date hereof and the Closing:

Section 4.1 Consummation of Agreement. TRIUMPH-NV and TRIUMPH-FL shall use their best efforts to cause the consummation of the transactions contemplated hereby in accordance with their terms and conditions.

Section 4.2 Business Operations. TRIUMPH-NV shall operate their businesses in the ordinary course consistent with past practice. Without the prior written consent of TRIUMPH-FL, and TRIUMPH-FL shall not pursue, negotiate or enter into any acquisitions of other businesses and shall discontinue any such pursuits or negotiations pending as of the date of this Agreement. TRIUMPH-NV and TRIUMPH-FL shall use their reasonable best efforts to preserve the business of TRIUMPH-NV intact, to retain the present customers, suppliers, creditors, officers and employees. TRIUMPH-NV and TRIUMPH-FL shall not take any action that could adversely affect the condition (financial or otherwise), operations, assets, liabilities, business or prospects of TRIUMPH-NV or take or fail to take any action that would cause or permit the representations made in Article III to be inaccurate at the time of Closing or preclude TRIUMPH-NV and TRIUMPH-FL from making such representations and warranties at the Closing.

Section 4.3 Access. Subject to reasonable notice from TRIUMPH-FL and TRIUMPH-NV permit during regular business hours, TRIUMPH-NV and its authorized representatives full access to, and make available for inspection, all of the assets and business of TRIUMPH-FL including their respective employees, customers and suppliers, and permit TRIUMPH-NV and its authorized representatives to inspect and make copies of all documents, records and information with respect to the affairs of TRIUMPH-FL as TRIUMPH-NV and its representatives may request, all for the sole purpose of permitting

TRIUMPH-NV to become familiar with the business and assets and liabilities of TRIUMPH-FL.

Section 4.4 Material Change. TRIUMPH-NV and TRIUMPH-FL shall promptly inform TRIUMPH-NV in writing of any material adverse change in the condition (financial or otherwise), operations, assets, liabilities, business or prospects of TRIUMPH-FL or any Subsidiary. Notwithstanding the disclosure to TRIUMPH-NV of any such material adverse change, TRIUMPH-FL and TRIUMPH-NV shall not be relieved of any liability for, nor shall the providing of such information by TRIUMPH-FL to TRIUMPH-NV be deemed a waiver by TRIUMPH-NV of, the breach of any representation or warranty of TRIUMPH-FL and TRIUMPH-NV contained in this Agreement.

Section 4.5 Approvals of Third Parties. TRIUMPH-NV and TRIUMPH-FL shall use their reasonable best efforts to secure, as soon as practicable after the date hereof, all necessary approvals and consents of third parties and TRIUMPH-FL's shareholders to the consummation of the transactions contemplated hereby. In connection therewith, TRIUMPH-FL shall duly call, give notice of, convene and hold a shareholders meeting for the purpose of voting on the approval and adoption of this Agreement and the Merger as soon as practicable after the date hereof; provided that, a validly executed consent in lieu of a shareholders meeting shall constitute compliance with this provision. Unless TRIUMPH-FL's board of directors determines that an alternative action is necessary in accordance with its fiduciary duties to TRIUMPH-FL's shareholders under applicable law (which determination shall not affect the previous approval by TRIUMPH-FL's board of directors of the transactions contemplated herein or the obligations of TRIUMPH-FL's shareholders under the Voting Agreement), the board of directors of TRIUMPH-FL shall recommend approval and adoption of this Agreement and the Merger by the holders of TRIUMPH-FL Common Stock and shall use all commercially reasonable efforts to obtain such approval and adoption. TRIUMPH-FL's shareholders agree to vote all of their stock in favor of the Agreement and Merger.

Section 4.6 Employee Matters. TRIUMPH-FL shall not, without the prior written approval of TRIUMPH-NV, except as required by law:

- (a) increase the Cash Compensation of the employees;
- (b) adopt, amend or terminate any Compensation Plan;
- (c) adopt, amend or terminate any Employment Agreement;
- (d) adopt, amend or terminate any Employee Policies and Procedures;
- (i) institute, settle or dismiss any employment litigation;
- (j) enter into, modify, amend or terminate any agreement with any union, labor organization or collective bargaining unit; or
- (k) take or fail to take any action with respect to any past or present employee of TRIUMPH-FL that could adversely affect the business of TRIUMPH-FL.

Section 4.7 Employee Benefit Plans. TRIUMPH-FL shall not, without the prior written approval of TRIUMPH-NV, except as required by law:

- (a) adopt, amend or terminate any Employee Benefit Plan;
 - (b) take any action that would deplete the assets of any Employee Benefit Plan, other than payment of benefits in the ordinary course to participants and beneficiaries;
 - (c) fail to pay any premium or contribution due or with respect to any Employee Benefit Plan;
 - (d) fail to file any return or report with respect to any Employee Benefit Plan;
- or
- (e) take or fail to take any action that could adversely affect any Employee Benefit Plan.

Section 4.8 Contracts. Except with TRIUMPH-NV's prior written consent, TRIUMPH-FL shall not waive any right or cancel any contract, debt or claim nor assume, enter into, amend or modify any contract, lease, license, obligation, indebtedness, commitment, purchase or sale except in the ordinary course of business consistent with past practices.

Section 4.9 Capital Assets; Payments of Liabilities; Indebtedness. TRIUMPH-FL shall not, without the prior written approval of TRIUMPH-NV (a) acquire or dispose of any capital asset having an initial cost of \$60,000 or more; (b) incur any indebtedness for borrowed money or guarantee any such indebtedness other than in the ordinary course of its business consistent with past practice; (c) voluntarily purchase, cancel, prepay or otherwise provide for a complete or partial discharge in advance of a scheduled repayment date with respect to, or waive any right under, any indebtedness for borrowed money; or (d) discharge or satisfy any lien or encumbrance or pay or perform any obligation or liability other than (i) liabilities and obligations reflected in the Financial Statements or (ii) current liabilities and obligations incurred in the ordinary course of business since July 31, 1999 and, in either case (i) or (ii) above, only as required by the express terms of the agreement or other instrument pursuant to which the liability or obligation was incurred.

Section 4.10 Mortgages, Leases, Liens and Guaranties. TRIUMPH-FL shall not, without the prior written approval of TRIUMPH-NV, enter into or assume any mortgage, pledge, conditional sale or other title retention agreement, permit any security interest, lien, encumbrance or claim of any kind to attach to any of its assets, whether now owned or hereafter acquired, or guarantee or otherwise become contingently liable for any obligation of another, except obligations arising by reason of endorsement for collection and other similar transactions in the ordinary course of business consistent with past practice, or make any capital contribution or investment in any corporation, business or other person. TRIUMPH-FL shall not (a) enter into (or commit to enter into) any new lease or renew any existing lease of real property (except pursuant to commitments for such lease or lease

renewal entered into prior to the date hereof); or (b) purchase or acquire or enter into any agreement to purchase or acquire any real estate.

Section 4.11 No Negotiation with Others. TRIUMPH-FL nor any Principal Shareholder shall solicit or participate in negotiations with (and TRIUMPH-FL and the Principal Shareholders shall use their best efforts to prevent any affiliate, shareholder, director, officer, employee or other representative or agent of TRIUMPH-FL from negotiating with, soliciting or participating in negotiations with) any third party with respect to the sale of the business of TRIUMPH-FL or any Subsidiary or any transaction inconsistent with those contemplated hereby, except to the extent necessary to comply with TRIUMPH-FL's and the Principal Shareholders' fiduciary duties to TRIUMPH-FL's Shareholders under the Florida Statutes.

Section 4.12 HSR Act. TRIUMPH-FL and TRIUMPH-NV shall use their best efforts to file as soon as possible, and to effect early termination of all applicable waiting periods, under the HSR Act, including without limitation complying promptly with all requests thereunder for additional information, if necessary.

Section 4.13 Corporate Actions. No distribution, payment or dividend of any kind will be declared or paid by TRIUMPH-FL, nor will any repurchase or redemption of any capital stock of TRIUMPH-FL be approved or effected. TRIUMPH-FL shall make no offerings, issuances or grants of securities of TRIUMPH-FL, including but not limited to options, warrants and other securities convertible into TRIUMPH-NV's Common Stock. TRIUMPH-FL shall not (a) adopt or propose any change in their respective articles of incorporation or bylaws; (b) adopt a plan or agreement of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization; or (c) split, combine, reclassify or take similar action with respect to its capital stock.

Section 4.14 Tax Issues. TRIUMPH-FL will not change any tax election, change any annual tax accounting period, change any method of tax accounting, file any amended Tax Return, enter into any closing agreement relating to any Tax, settle any Tax claim or assessment, surrender any right to claim a Tax refund or consent to any extension or waiver (other than a reasonable extension or waiver) of the limitations period applicable to any Tax claim or assessment, if any such action would have the effect of increasing the aggregate Tax liability or reducing the aggregate tax assets of TRIUMPH-FL, taken as a whole.

Section 4.15 General. TRIUMPH-FL will not agree or commit to do any actions prohibited by this Agreement.

Section 4.16 Tax-Free Reorganization. TRIUMPH-FL nor TRIUMPH-NV shall take any action prior to or after the Effective Date that could reasonably be expected to cause the Merger to fail to qualify as a "reorganization" under Section 368(a) of the Code.

ARTICLE V

TRIUMPH-NV's COVENENTS

TRIUMPH-NV's agrees that between the date hereof and the Closing:

Section 5.1 Consummation of Agreement. TRIUMPH-NV shall use its best efforts to cause the consummation of the transactions contemplated hereby in accordance with their terms and conditions.

Section 5.2 HSR Act. TRIUMPH-NV shall use its best efforts to file as soon as possible, and to effect early termination of all applicable waiting periods, under the HSR Act, including without limitation complying promptly with all requests thereunder for additional information, if necessary.

Section 5.3 Approvals of Third Parties. TRIUMPH-NV shall use its reasonable best efforts to secure, as soon as practicable after the date hereof, all necessary approvals and consents of third parties and TRIUMPH-NV's directors to the consummation of the transactions contemplated hereby. In connection therewith, TRIUMPH-NV shall duly call, give notice of, convene and hold a Directors' meeting for the purpose of the approval and adoption of this Agreement and the Merger as soon as practicable after the date hereof. TRIUMPH-NV shall use all commercially reasonable efforts to file a preliminary proxy statement within fourteen (14) days after the date of this Agreement. The board of directors of TRIUMPH-NV shall recommend approval and adoption of this Agreement and the Merger by its shareholders and shall use all commercially reasonable efforts to obtain such approval and adoption.

Section 5.4 Tax Free Reorganization. Neither TRIUMPH-FL nor TRIUMPH-NV shall take any action prior to or after the Effective Date that could reasonably be expected to cause the Merger to fail to qualify as a "reorganization" under Section 368(a) of the Code.

Section 5.5 General. TRIUMPH-NV will not agree or commit to do any actions prohibited by this Agreement.

ARTICLE VI

TRIUMPH-FL's CONDITIONS PRECEDENT

Except as may be waived in writing by TRIUMPH-NV, the obligations of TRIUMPH-FL hereunder are subject to the fulfillment at or prior to the Closing Date of each of the following conditions:

Section 6.1 Representations and Warranties. The representations and warranties of TRIUMPH-FL and TRIUMPH-NV contained herein shall have been true and correct in all respects when initially made and shall be true and correct in all material respects as of the Closing Date; and TRIUMPH-NV shall have received a certificate of the Company's President, and of Principal Shareholders, dated as of the Closing Date, to the foregoing effect.

Section 6.2 Covenants and Conditions. TRIUMPH-FL and TRIUMPH-NV shall have performed and complied in all material respects with all covenants and conditions required by this Agreement to be performed and complied with by the TRIUMPH-FL and TRIUMPH-NV prior to the Closing Date; and TRIUMPH-NV shall have received a certificate of the Company's President, and of Principal Shareholders, dated as of the Closing Date, to the foregoing effect.

Section 6.03 Proceedings. No action, proceeding or order by any court or governmental body or agency shall have been threatened, orally or in writing, asserted, instituted or entered to restrain or prohibit the carrying out of the transactions contemplated hereby.

Section 6.4 No Material Adverse Change. No material adverse change in the condition (financial or otherwise), operations, assets, liabilities, business or prospects of TRIUMPH-FL shall have occurred since the date of the most recent balance sheet included in the Unaudited Financial Statements.

Section 6.5 HSR Act. All applicable waiting periods under the HSR Act shall have expired or been terminated.

Section 6.6 Resignations of Directors and Officers. TRIUMPH-NV shall have received the resignations of the directors and officers of the Company as requested by TRIUMPH-NV.

Section 6.7 Tax Affidavit. TRIUMPH-NV shall have received a nonforeign affidavit, as such affidavit is referred to in Section 1445(b)(2) of the Code, of each of the Company's shareholders signed under penalty of perjury and dated as of the Closing Date, to the effect that such shareholder is a not a foreign person and providing such shareholder's United States taxpayer identification number.

Section 6.8 Dissenting Shareholders. TRIUMPH-NV shall have received a certificate signed by the President of the Company stating that none of TRIUMPH-FL's shareholders have filed with TRIUMPH-FL a demand for dissenters rights under the Florida Statutes.

Section 6.9 Merger Effective. The Merger shall have become effective under the Nevada Revised Statutes.

Section 6.10 Approval by the Shareholders. This Agreement and the transactions contemplated hereby shall have been approved by the shareholders of TRIUMPH-FL and the Directors' of TRIUMPH-NV.

Section 6.11 Closing Deliveries. TRIUMPH-NV shall have received all documents, duly executed in form satisfactory to TRIUMPH-NV and its counsel

Section 6.12 Tax Opinion. The Company shall have received a written opinion from its tax counsel, Phillip Offill with Godwin Gruber, LLP, in form and substance reasonably satisfactory to the Company, to the effect that, based on the facts, representations and assumptions set forth in such opinion, the Merger shall constitute a reorganization within the meaning of Section 368(a) of the Code and such opinion shall have not been withdrawn. The parties to this Agreement agree to make such reasonable representations as requested by such counsel for the purpose of rendering such opinion.

ARTICLE VII

CLOSING DELIVERIES

Section 7.1 Deliveries of TRIUMPH-FL and TRIUMPH-NV. At the Closing, TRIUMPH-FL and Principal Shareholders shall deliver to TRIUMPH-NV the following, all of which shall be in form and content satisfactory to TRIUMPH-NV and its counsel:

(a) certificates representing all of TRIUMPH-FL Common Stock, duly endorsed and in proper form for transfer to TRIUMPH-NV by delivery under applicable law, or accompanied by duly executed instruments of transfer in blank;

(b) a copy of resolutions of the Board of Directors and shareholders of TRIUMPH-FL authorizing the execution, delivery and performance of this Agreement and all related documents and agreements, each certified by the Secretary of TRIUMPH-FL as being true and correct copies of the originals thereof subject to no modifications or amendments;

(c) a certificate of the President of TRIUMPH-FL, and of Principal Shareholders, dated the Closing Date, as to the truth and correctness of the representations and warranties of TRIUMPH-FL and Principal Shareholders contained herein on and as of the Closing Date;

(d) a certificate of the President of TRIUMPH-FL, and of Principal Shareholders, dated the Closing Date, (i) as to the performance of and compliance by TRIUMPH-FL and Principal Shareholders with all covenants contained herein on and as of the Closing Date and (ii) certifying that all conditions precedent of TRIUMPH-FL and Principal Shareholders to the Closing have been satisfied;

(e) a certificate of the Secretary of TRIUMPH-FL certifying as to the incumbency of the directors and officers of TRIUMPH-FL and as to the signatures of such directors and officers who have executed documents delivered at the Closing on behalf of TRIUMPH-FL;

(f) a certificate, dated within five business days of the Closing Date, of the Secretary of State of the states of incorporation of TRIUMPH-FL establishing that TRIUMPH-FL is in existence, has paid all franchise taxes and otherwise is in good standing to transact business in its state of incorporation;

(g) certificates, dated within five business days of the Closing Date, of the Secretaries of State of the states in which TRIUMPH-FL is qualified to do business, to the effect that TRIUMPH-FL is qualified to do business and is in good standing as a Florida corporation;

(h) an opinion of Phillip Offill with Godwin Gruber, L.L.P., counsel to the TRIUMPH-FL and Principal Shareholders, dated as of the Closing Date, in substantially the form attached as Exhibit C,

(i) all authorizations, consents, approvals, permits and licenses;

(l) executed Articles of Merger to effectuate the Merger; and

(m) such other instrument or instruments of transfer as shall be necessary or appropriate, as TRIUMPH-NV or its counsel shall reasonably request, to vest in TRIUMPH-NV good and marketable title to the TRIUMPH-FL Common Stock.

Section 7.2 Deliveries of TRIUMPH-NV. At the Closing, TRIUMPH-NV shall deliver the following to the TRIUMPH-FL or the appropriate party:

(b) a copy of the resolutions of the Board of Directors of TRIUMPH-NV authorizing the execution, delivery and performance of this Agreement and all related documents and agreements and approving the issuance of the TRIUMPH-NV Common Stock to be issued hereunder, each certified by TRIUMPH-NV's Secretary as being true and correct copies of the originals thereof subject to no modifications or amendments;

(c) a certificate of the President of TRIUMPH-NV, dated the Closing Date, as to the truth and correctness of the representations and warranties of TRIUMPH-NV contained herein on and as of the Closing Date;

(d) a certificate of the President of TRIUMPH-NV, dated the Closing Date, (i) as to the performance of and compliance by TRIUMPH-NV with all covenants contained herein on and as of the Closing Date and (ii) certifying that all conditions precedent of TRIUMPH-NV to the Closing have been satisfied;

(e) a certificate of the Secretary of TRIUMPH-NV certifying as to the incumbency of the directors and officers of TRIUMPH-NV and as to the signatures of such directors and officers who have executed documents delivered at the Closing on behalf of TRIUMPH-NV;

(f) a certificate, dated within five business days of the Closing Date, of the Secretary of State of TRIUMPH-NV's state of incorporation, establishing that TRIUMPH-NV is in existence, has paid all state taxes and otherwise is in good standing to transact business in such state;

(g) certificates, dated within five business days of the Closing Date, of the Secretaries of State of the states in which TRIUMPH-NV and TRIUMPH-FL are qualified to do business, to the effect that TRIUMPH-NV and TRIUMPH-FL are qualified to do business and are in good standing as a Nevada corporation;

(h) an opinion of Richard S. Lane, counsel to TRIUMPH-NV and TRIUMPH-FL, dated as of the Closing Date.

ARTICLE VII

POST CLOSING MATTERS

Section 8.1 Further Instruments of Transfer. Following the Closing, at the request of TRIUMPH-NV, Principal Shareholders shall deliver any further instruments of transfer and take all reasonable action as may be necessary or appropriate to (a) vest in TRIUMPH-NV good and marketable title to the Company Common Stock and (b) carry out more effectively the provisions of this Agreement and to establish and protect the rights created in favor of the parties hereunder or thereunder.

Section 8.2 Tax Matters. Each party hereto shall provide to each of the other parties hereto such cooperation and information as any of them reasonably may request in filing any Return, amended Return or claim for refund, determining a liability for Taxes or a right to refund of such Taxes or in conducting any audit or other proceeding in respect of such Taxes. Such cooperation and information shall include providing copies of all relevant portions of Returns, together with relevant accompanying schedules, work papers, documents relating to rulings or other determinations by taxing authorities and records concerning the ownership and tax basis of property, which such party may possess.

Section 8.3 Indemnification of Directors and Officers.

(a) From and after the Effective Date and for a period of six (6) years thereafter, the Surviving Corporation shall fulfill and honor in all material respects the indemnification obligations of TRIUMPH-NV contained in the Articles of Incorporation or by-laws or any equivalent organizational document of TRIUMPH-NV as in effect immediately prior to the Effective Date.

(b) The provisions of this Section 8.3 are intended to be for the benefit of, and shall be enforceable by, each Person entitled to indemnification as set forth in Section 8.3(a) and the heirs and representatives of such Person. TRIUMPH-FL shall not permit the Surviving Corporation to dividend or distribute all or substantially all of its assets, or merge or consolidate with, or sell all or substantially all of its assets to, any other Person unless: (i) the Surviving Corporation ensures that the surviving or resulting entity will assume the obligations imposed by this Section 8.3; or (ii) TRIUMPH-FL agrees to assume the obligations of the Surviving Corporation imposed by this Section 8.3.

ARTICLE VIII

REMEDIES

Section 9.1 Indemnification by Shareholders. Subject to the terms and conditions of this Article, the shareholders of TRIUMPH-NV entitled to shares of TRIUMPH-FL Common Stock under Section 1.4 (the "Indemnifying Shareholders") each agree to indemnify, defend and hold TRIUMPH-NV and its directors, officers, agents, attorneys and affiliates (the "TRIUMPH-NV Indemnities") harmless from and against any and all losses, claims, obligations, demands, assessments, penalties, liabilities, costs, damages and expenses (including reasonable attorneys' and other fees and expenses for investigation and defense with respect to the foregoing) (collectively, "Damages") asserted against or incurred by such indemnities by reason of or resulting from: (a) a breach of any representation, warranty or covenant of TRIUMPH-FL or Principal Shareholders contained herein, in any exhibit, schedule, certificate or financial statement delivered hereunder, any certificate delivered at Closing, or in any agreement executed in connection with the transactions contemplated hereby; and (b) any claims, liabilities, costs, expenses or losses resulting from and arising out of the matters described: Schedule 9.01 attached hereto; provided that the Indemnifying Shareholders shall not be required to indemnify the TRIUMPH-NV Indemnities in respect to any Damages until the aggregate amount of all such Damages exceeds \$100,000 (the "Basket"), whereupon the Indemnifying Shareholders shall be required to indemnify the TRIUMPH-NV Indemnities in respect of such Damages to the extent (but only to the extent) that such Damages exceed the Basket. Any provision in this Agreement to the contrary notwithstanding, (x) the Indemnifying Shareholders' liability to the TRIUMPH-NV Indemnities for Damages under this Article shall be limited to the Shares and shall be payable only by return of the Shares in accordance with the Agreement, except as provided in the next sentence of this Section 9.1; (y) Damages arising out of a breach of the representations in Section 3.1, 3.3 or 3.5 with respect to an Indemnifying Shareholder shall be the obligation of only the Indemnifying Shareholder breaching such representations; and (z) the obligations of the Principal Shareholders to indemnify the TRIUMPH-NV Indemnities for Damages arising out of any breach of any representation or warranty contained in Article II of this Agreement shall be several, and not joint, and shall be the obligation only of the Principal Shareholder breaching such representation or warranty. Notwithstanding anything hereinabove to the contrary, in the event of any Damages arising from a breach of the representations set forth in Section 3.1, 3.3, or 3.5 in excess of the Escrowed Shares remaining in escrow, the Indemnifying Shareholders shall be severally liable on a pro rata basis based upon the amount of shares of TRIUMPH-FL Common Stock issued to each Indemnifying Shareholder hereunder, but not in excess of such amount of TRIUMPH-FL Common Stock issued to such Indemnifying Shareholder. Any claim for Damages against an Indemnifying Shareholder to be satisfied by shares shall be pursuant to and in accordance with the Agreement.

Section 9.2 Indemnification by TRIUMPH-FL. Subject to the terms and conditions of this Article, TRIUMPH-FL hereby agrees to indemnify, defend and hold the Company and Indemnifying Shareholders and its or their respective directors, officers, agents, attorneys and affiliates (the "Company Indemnities") harmless from and against all Damages asserted against or incurred by any of such indemnities by reason of or resulting from a breach

of any representation, warranty or covenant of TRIUMPH-FL contained herein or in any exhibit, schedule or certificate delivered hereunder, any certificate delivered at Closing, or in any agreement executed in connection with the transactions contemplated hereby; provided however, that TRIUMPH-FL shall not be required to indemnify the Company Indemnities in respect to any Damages until the aggregate amount of all such Damages exceeds the Basket.

Section 9.3 Conditions of Indemnification. The respective obligations and liabilities of the Company and Principal Shareholders and TRIUMPH-FL (the "indemnifying party") to the other (the "party to be indemnified") under Sections 9.1 and 9.2 with respect to claims resulting from the assertion of liability by third parties shall be subject to the following terms and conditions:

(a) Within 20 days (or such earlier time as might be required to avoid prejudicing the indemnifying party's position) after receipt of notice of commencement of any action evidenced by service of process or other legal pleading, the party to be indemnified shall give the indemnifying party written notice thereof together with a copy of such claim, process or other legal pleading, and the indemnifying party shall have the right to undertake the defense thereof by representatives of its own choosing and at its own expense; provided that the party to be indemnified may participate in the defense with counsel of its own choice, the fees and expenses of which counsel shall be paid by the party to be indemnified unless (i) the indemnifying party has agreed to pay such fees and expenses, (ii) the indemnifying party has failed to assume the defense of such action or (iii) the named parties to any such action (including any impleaded parties) include both the indemnifying party and the party to be indemnified and the party to be indemnified has been advised by counsel that there may be one or more legal defenses available to it that are different from or additional to those available to the indemnifying party (in which case, if the party to be indemnified informs the indemnifying party in writing that it elects to employ separate counsel at the expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of such action on behalf of the party to be indemnified, it being understood, however, that the indemnifying party shall not, in connection with any one such action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys at any time for the party to be indemnified, which firm shall be designated in writing by the party to be indemnified).

(b) In the event that the indemnifying party, by the 30th day after receipt of notice of any such claim (or, if earlier, by the 10th day preceding the day on which an answer or other pleading must be served in order to prevent judgment by default in favor of the person asserting such claim), does not elect to defend against such claim, the party to be indemnified will (upon further notice to the indemnifying party) have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk of the indemnifying party and at the indemnifying party's expense, subject to the right of the indemnifying party to assume the defense of such claims at any time prior to settlement, compromise or final determination thereof.

(c) Notwithstanding the foregoing, the indemnifying party shall not settle any claim without the consent of the party to be indemnified unless such settlement involves only

the payment of money and the claimant provides to the party to be indemnified a release from all liability in respect of such claim. If the settlement of the claim involves more than the payment of money, the indemnifying party shall not settle the claim without the prior consent of the party to be indemnified.

(d) The party to be indemnified and the indemnifying party will each cooperate with all reasonable requests of the other.

Section 9.4 Survival of Representations, Warranties and Covenants. The representations, warranties and covenants contained herein shall survive the Closing and all statements contained in any certificate, exhibit or other instrument delivered by or on behalf of TRIUMPH-FL, Principal Shareholders or TRIUMPH-NV pursuant to this Agreement shall be deemed to have been representations and warranties by TRIUMPH-FL and Principal Shareholders or TRIUMPH-NV, as the case may be, and, notwithstanding any provision in this Agreement to the contrary, shall survive for a period of twelve months after the Closing Date. Any claims for Damages must be made prior to the expiration of the applicable period set forth in this section, and as to any such claim that is presented to the indemnifying party within the applicable period set forth in this section, such obligation to indemnify shall continue to survive until such claim is finally resolved or disposed of.

Section 9.5 Waiver. No waiver by any party of any default or breach by another party of any representation, warranty, covenant or condition contained in this Agreement, any exhibit or any document, instrument or certificate contemplated hereby shall be deemed to be a waiver of any subsequent default or breach by such party of the same or any other representation, warranty, covenant or condition. No act, delay, omission or course of dealing on the part of any party in exercising any right, power or remedy under this Agreement or at law or in equity shall operate as a waiver thereof or otherwise prejudice any of such party's rights, powers and remedies. All remedies, whether at law or in equity, shall be cumulative and the election of any one or more shall not constitute a waiver of the right to pursue other available remedies.

Section 9.6 Remedies Exclusive. The remedies provided in this Article shall be exclusive of any other rights or remedies available to one party against the other, either at law or in equity, except in the case of fraud.

Section 9.7 Offset. Any and all amounts owing or to be paid by TRIUMPH-FL to TRIUMPH-NV, hereunder or otherwise, shall be subject to offset and reduction pro tanto by any amounts that may be owing at any time by TRIUMPH-FL to TRIUMPH-NV in respect of any failure or breach of any representation, warranty or covenant of TRIUMPH-FL or TRIUMPH-NV under or in connection with this Agreement or any other agreement with TRIUMPH-FL or any transaction contemplated hereby or thereby, as reasonably determined by TRIUMPH-NV. If TRIUMPH-NV determines that such offset is appropriate, notice shall be given to TRIUMPH-FL of such determination at least 10 days prior to the due date of the payment to be reduced. If the conditions upon which the reduction is based are cured by TRIUMPH-FL prior to such due date, as determined by TRIUMPH-NV, the amount of such payment shall not be so reduced.

Section 9.8 Costs, Expenses and Legal Fees. Whether or not the transactions contemplated hereby are consummated, each party hereto shall bear its own costs and expenses (including attorneys' fees and expenses), except that each party hereto that is shown to have breached this Agreement or any other agreement contemplated hereby agrees to pay the costs and expenses (including reasonable attorneys' fees and expenses) incurred by any other party in successfully (a) enforcing any of the terms of this Agreement against such breaching party or (b) proving that another party breached any of the terms of this Agreement.

ARTICLE X

TERMINATION

Section 10.1 Termination. This Agreement may be terminated:

(a) At any time prior to the Closing Date by mutual written agreement of all parties.

(b) At any time prior to the Closing Date by TRIUMPH-NV if any representation or warranty of TRIUMPH-FL contained in this Agreement or in any certificate or other document executed and delivered by TRIUMPH-FL pursuant to this Agreement is or becomes untrue or breached in any material respect or if TRIUMPH-FL or TRIUMPH-NV fail to comply in any material respect with any covenant contained herein, and any such misrepresentation, noncompliance or breach is not cured, waived or eliminated within seven days.

(c) At any time prior to the Closing Date by TRIUMPH-FL if any representation or warranty of TRIUMPH-NV contained in this Agreement or in any certificate or other document executed and delivered by TRIUMPH-FL pursuant to this Agreement is or becomes untrue or breached in any material respect or if TRIUMPH-FL fails to comply in any material respect with any covenant contained herein, and any such misrepresentation, noncompliance or breach is not cured, waived or eliminated within seven days.

(d) By TRIUMPH-FL if the conditions stated in Article VI have not been satisfied by the Closing Date.

(e) By the Company if the conditions stated in Article VII have not been satisfied by the Closing Date.

In the event this Agreement is terminated pursuant to subparagraph (b), (c), (d) or (e) above, TRIUMPH-FL, the Company and TRIUMPH-NV shall each be entitled to pursue, exercise and enforce any and all remedies, rights, powers and privileges available at law or in equity. In the event of a termination of this Agreement under the provisions of this Article, a party not then in material breach of this Agreement shall stand fully released and discharged of any and all obligations under this Agreement.

Section 10.2 This Agreement shall terminate if the Closing has not occurred by May 19, 2004.

ARTICLE XI

MISCELLANEOUS

Section 11.1 **Amendment.** This Agreement may be amended, modified or supplemented only by an instrument in writing executed by all the parties hereto.

Section 11.2 **Assignment.** Neither this Agreement nor any right created hereby or in any agreement entered into in connection with the transactions contemplated hereby shall be assignable by any party hereto, except by TRIUMPH-FL to an affiliate of TRIUMPH-NV.

Section 11.3 **Parties In Interest; No Third Party Beneficiaries.** Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto. Neither this Agreement nor any other agreement contemplated hereby shall be deemed to confer upon any person not a party hereto or thereto any rights or remedies hereunder or thereunder.

Section 11.4 **Entire Agreement.** This Agreement and the agreements contemplated hereby constitute the entire agreement of the parties regarding the subject matter hereof, and supersede all prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

Section 11.5 **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

Section 11.6 **Governing Law.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS (BUT NOT THE RULES GOVERNING CONFLICTS OF LAWS) OF THE STATE OF TEXAS.

Section 11.7 **Captions.** The captions in this Agreement are for convenience of reference only and shall not limit or otherwise affect any of the terms or provisions hereof.

Section 11.8 Gender and Number. When the context requires, the gender of all words used herein shall include the masculine, feminine and neuter and the number of all words shall include the singular and plural.

Section 11.9 Reference to Agreement. Use of the words "herein", "hereof", "hereto" and the like in this Agreement shall be construed as references to this Agreement as a whole and not to any particular Article, Section or provision of this Agreement, unless otherwise noted.

Section 11.10 Confidentiality; Publicity and Disclosures. Each party shall keep this Agreement and its terms confidential, and shall make no press release or public disclosure, either written or oral, regarding the transactions contemplated by this Agreement without the prior knowledge and consent of the other parties hereto; provided that the foregoing shall not prohibit any disclosure (a) by press release, filing or otherwise that is required by federal securities laws or the rules of the Pink Sheets, (b) to attorneys, accountants, investment bankers or other agents of the parties assisting the parties in connection with the transactions contemplated by this Agreement and (c) by TRIUMPH-NV in connection with conducting an examination of the operations and assets of the TRIUMPH-FL.

Section 11.11 Notice. Any notice or communication hereunder or in any agreement entered into in connection with the transactions contemplated hereby must be in writing and given by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, or by delivering the same in person or by facsimile transmission. Such notice shall be deemed received on the date on which it is hand-delivered or received by facsimile transmission or on the third business day following the date on which it is so mailed. For purposes of notice, the addresses of the parties shall be:

If to the Company:	Triumph Communications Corp. 1460 SW 3 rd Street, Suite B-9 Pompano Beach, FL 33069
If to the Merger Sub:	Triumph Communications Corp. Merger Sub 12835 E. Arapaho Rd., Tower I Penthouse, Englewood, CO 80012
with a copy to:	Phillip Offill Godwin Gruber 1201 Elm St. Suite 1700 Dallas, Texas 75202

Any party may change its address for notice by written notice given to the other parties in accordance with this Section.

Section 11.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

EXECUTED as of the date first above written.

TRIUMPH COMMUNICATIONS CORP.:

By: 

Ken Tuccio, President
1460 SW 3rd Street, Suite B-9
Pompano Beach, FL 33069

TRIUMPH COMMUNICATIONS CORP. MERGER
SUB:

By: 

Andrew Telsey, President
12835 E. Arapaho Rd., Tower I Penthouse,
Englewood, CO 80012

DEFINITIONS

In addition to terms otherwise defined in this Agreement, as used in this Agreement, the following terms shall have the meanings set forth below:

"Agreement and Plan of Merger" shall have the meaning set forth in Section 1.2.

"Knowledge", "Have no knowledge of", or "Do not know of" and similar phrases shall mean (i) in the case of a natural person, the particular fact was known, or not known, as the context requires, to such person after diligent investigation and inquiry by such person, and (ii) in the case of an entity, the particular fact was known, or not known, as the context requires, to any executive officer of such entity after diligent investigation and inquiry by the principal executive officer of such entity.

"Cash Compensation" shall have the meaning set forth in Section 3.11(a).

"Closing" shall mean the closing of the transactions contemplated by this Agreement, which shall occur at 10:00 a.m., local time, on the Closing Date in the offices of Triumph Communications Corp., or at such other time and place as shall be mutually agreed in writing by the parties hereto.

"Closing Date" shall mean the date of Closing, which date shall be as soon as practicable after the date of this Agreement; provided that the date may not be later than August 20, 2004.

"Code" shall mean the Internal Revenue Code of 1986.

"Commitments" shall have the meaning set forth in Section 3.15(a).

"Company Common Stock" shall have the meaning set forth in Section 1.4.

"Company Shareholders" shall have the meaning set forth in Section 9.2.

"Compensation Plans" shall have the meaning set forth in Section 3.11(b).

"Controlled Group" shall have the meaning set forth in Section 3.1(d).

"Damages" shall have the meaning set forth in Section 9.2.

"Dissenting Share" shall have the meaning set forth in Section 1.6.

"Effective Time" shall have the meaning set forth in Section 1.2.

"Employee Benefit Plan" shall have the meaning set forth in Section 3.12(a).

"Employee Policies and Procedures" shall have the meaning set forth in Section 3.11(d).

"Employment Agreements" shall have the meaning set forth in Section 3.11(c).

"Environmental Laws" shall have the meaning set forth in Section 3.33(a).

"Exchange Ratio" means one for one of Company Common Stock as set forth on Schedule 3.1.

"Financial Statements" shall have the meaning set forth in Section 3.9.

"HSR Act" shall mean the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

"Ordinary course of business" means the usual and customary way in which the Company or any Subsidiary, as the case may be, has conducted its business in the past.

"Merger" shall have the meaning set forth in the preamble of this Agreement.

"Related Agreements" shall have the meaning set forth in Section 2.3.

"TRIUMPH-FL Common Stock" shall have the meaning set forth in Section 1.4.

"TRIUMPH-FL Notice" shall have the meaning set forth in Section 9.2.

"Personal Property" shall have the meaning set forth in Section 3.14(b).

"Proprietary Rights" shall have the meaning set forth in Section 3.18(a).

"Return" or "Returns" means any returns, reports or statements (including any information returns) required to be filed for purposes of a particular Tax. "Tax" or "Taxes" means all federal, state, local or foreign net or gross income, gross receipts, net proceeds, sales, use, ad valorem, value added, franchise, bank shares, withholding, payroll, employment, excise, property, deed, stamp, alternative or add on minimum, environmental or other taxes, assessments, duties, fees, levies or other governmental charges of any nature whatever, whether disputed or not, together with any interest, penalties, additions to tax or additional amounts with respect thereto.

"Shares" shall have the meaning set forth in Section 9.2.

"Subsidiary" shall mean any corporation, partnership, joint venture or other legal entity of which the Company owns, directly or indirectly, stock or other equity interests which entitle the holder to vote for the election of the board of directors or other governing body of such corporation or other legal entity; and shall include within the meaning of the term each Subsidiary, as defined above, of any Subsidiary of the Company.

"Surviving Corporation" shall have the meaning set forth in Section 1.1.

Exhibit "A"

***List of Directors of Triumph Communications Corp. & Triumph Communications Corp.
Merger Sub***

Andrew Telsey, President
12835 E. Arapaho Rd., Tower I Penthouse
Englewood, CO 80012

Darlene Kell, Secretary
12835 E. Arapaho Rd., Tower I Penthouse
Englewood, CO 80012

Exhibit "B"

List of Shareholders of Triumph Communications Corp.