

P97000056759

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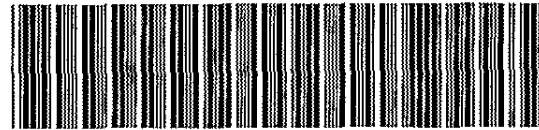
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ARTICLES OF MERGER
Merger Sheet

MERGING:

PRO ROADS SYSTEMS, INC., A FLORIDA CORPORATION, P97000056759

INTO

INTERNATIONAL PIT BOSS GAMING, INC., a Nevada entity not qualified in
Florida

File date: December 12, 2002

Corporate Specialist: Pamela Smith

TRANSMITTAL LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: INTERNATIONAL PIT BOSS GAMING, INC
(Name of surviving corporation)

The enclosed merger and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

WARREN J. SOLOSKI, ESQ.
(Name of person)

WARREN J. SOLOSKI, APC
(Name of firm/company)

11300 WEST OLYMPIC BLVD., SUITE 800
(Address)

LOS ANGELES, CA 90064
(City/state and zip code)

For further information concerning this matter, please call:

WARREN J. SOLOSKI at (310) 477-9742
(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)

ORIGINAL

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

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
INTERNATIONAL PIT BOSS GAMING, INC.	NEVADA	C-21330-2002

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
PRO ROADS SYSTEMS, INC.	FLORIDA	P97000056759

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TALLAHASSEE, FLORIDA
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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 9/30/01

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 10/02/01

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

(Attach additional sheets if necessary)

Name of Corporation

Typed or Printed Name of Individual & Title

W. J. Schick
W. J. Schick

WARREN J. SOLOSKI, ASSISTANT SECRETARY

W. J. Fisher

WARREN J. SOLOSKI, SECRETARY

PLAN OF MERGER

(Non Subsidiaries)

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

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

Name

Jurisdiction

INTERNATIONAL PIT BOSS GAMING, INC. NEVADA

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

Name

Jurisdiction

PRO ROADS SYSTEMS, INC. FLORIDA

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

SEE EXHIBIT "A" ATTACHED HERETO

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

SEE EXHIBIT "B" ATTACHED HERETO

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached as an exhibit:

OR

Restated articles are attached: **AS EXHIBIT "C"**

Other provisions relating to the merger are as follows:

EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "AGREEMENT") is made and entered into as of October 1, 2002, by and among Pro Roads Systems, Inc., a Florida corporation ("PRO"), and International Pit Boss Gaming, Inc., an Nevada corporation ("IPBG").

RECITALS

A. The respective Boards of Directors of PRO and IPBG have deemed it advisable and in the best interests of their respective corporations and stockholders that PRO and IPBG consummate the business combination and other transactions provided for herein in order to advance their respective long-term strategic business interests.

B. The respective Boards of Directors of PRO and IPBG have approved, in accordance with applicable provisions of the laws of the respective states of their incorporation, Florida and Nevada, this Agreement and the transaction contemplated hereby, including the Merger (as defined in Section 1.1).

C. The Board of Directors of PRO has resolved to recommend to its stockholders approval of the Merger and issuance of shares of PRO Common Stock (as defined in Section 1.5(a)) in connection with the Merger (the "STOCK ISSUANCE").

D. The Board of Directors of IPBG has resolved to recommend to its stockholder approval and adoption of this Agreement and approval of the Merger.

E. PRO and IPBG desire to make certain representations, warranties and agreements in connection with the Merger and also to prescribe certain conditions to the Merger.

F. For United States federal income tax purposes, the parties intend that the Merger qualify as a reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "CODE"), and the parties intend, by executing this Agreement, to adopt a plan of reorganization within the meaning of Section 354(a) of the Code.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I THE MERGER

1.1 THE MERGER. At the Effective Time (as defined in Section 1.2) and subject to and upon the terms and conditions of this Agreement and the applicable provisions of Nevada Law, PRO shall be merged with and into IPBG (the "MERGER"), the separate corporate existence of PRO shall cease and IPBG shall continue as the surviving corporation.

1.2 EFFECTIVE TIMES; CLOSING. Subject to the provisions of this Agreement, the parties hereto shall cause the Merger to be consummated by filing a Certificate of Merger with the Secretary of State of the State of Nevada in accordance with the relevant

provisions of Nevada Law (the "CERTIFICATE OF MERGER") (the time of such filing with the Secretary of State of the State of Nevada (or such later time as may be agreed in writing by IPBG and PRO and specified in the Certificate of Merger) being the EFFECTIVE TIME as soon as practicable on or after the Closing Date (as defined below). The closing of the Merger (the "CLOSING") shall take place at the offices of IPBG, located at 8275 Eastern Ave. Suite 200-73 Las Vegas, NV 89123, at the later to occur of (i) 11:00 a.m. (Las Vegas, Time) on October 10, 2002, (ii) 11:00 a.m. on the second business day after the satisfaction or waiver of the conditions set forth in Article VI, or (iii) at such other time, date and location as the parties hereto agree in writing (the "CLOSING DATE"), but in no event shall the Closing Date be later than the End Date as provided in Section 7.1 hereof.

1.3 EFFECT OF THE MERGER. At the Effective Time, the effects of the Merger shall be as provided in this Agreement and the applicable provisions of Florida and Nevada Law.

1.4 DIRECTORS AND OFFICERS. The initial directors of IPBG immediately following the Closing shall be: Pino Gurerra, Marcello Fata and Michael Quattrocchi. Such directors shall hold office until their respective successors are duly elected or appointed and qualified. The initial officers of the IPBG immediately following the Closing shall be the directors of IPBG immediately prior to the Effective Time, until their respective successors are duly appointed.

1.5 EFFECT ON CAPITAL STOCK. Subject to the terms and conditions of this Agreement, at the Effective Time, by virtue of the Merger and without any action on the part of PRO and IPBG or the holders of any shares of capital stock of IPBG, the following shall occur:

(a) **PRO COMMON STOCK.** The shares of the Common Stock, \$.001 par value, of PRO ("PRO COMMON STOCK") issued and outstanding immediately prior to the Effective Time, other than any shares of PRO Common Stock to be canceled pursuant to Section 1.5(c), will be canceled and extinguished and automatically converted into the right to receive 32,720,000 shares of validly issued, fully paid and nonassessable shares (the "IPBG COMMON STOCK EXCHANGE RATIO") of the Common Stock, par value \$0.0001 per share, of IPBG ("IPBG Common Stock") upon surrender of the certificate representing such share of PRO Common Stock in the manner provided in Section 1.6 (or in the case of a lost, stolen or destroyed certificate, upon delivery of an affidavit (and bond, if required) in the manner provided in Section 1.8).

(b) **PRO COMMON STOCK.** Each share of PRO Common Stock issued and outstanding immediately prior to the Effective Time, will be canceled and extinguished and automatically converted into one (1) validly issued, fully paid and nonassessable share (the "IPBG COMMON STOCK EXCHANGE RATIO") of the Common Stock, par value \$0.0001 per share, of IPBG Common Stock by operation of law and no surrender of the certificate representing such shares of PRO Common Stock shall be required except in the ordinary course of business with respect to the sale or other transfer of such securities (or in the case of a lost, stolen or destroyed certificate, upon delivery of an affidavit (and bond, if required) in the manner provided in Section 1.8). If any shares of PRO Common Stock outstanding immediately prior to the Effective Time are unvested or are subject to a repurchase option, risk of forfeiture or other condition under any applicable restricted stock purchase agreement or other agreement with IPBG, then the shares of IPBG Common Stock issued in exchange for such shares of PRO Common Stock will also be unvested and subject to the same repurchase option, risk of forfeiture or other condition, and the certificates representing such shares of IPBG Common Stock may

accordingly be marked with appropriate legends. IPBG shall take all action that may be necessary to ensure that, from and after the Effective Time, IPBG is entitled to exercise any such repurchase option or other right set forth in any such restricted stock purchase agreement or other agreement.

(c) CANCELLATION OF TREASURY AND PRO OWNED STOCK.

Each share of IPBG Common Stock held by IPBG or PRO or any direct or indirect wholly-owned Subsidiary of IPBG or of PRO immediately prior to the Effective Time shall be canceled and extinguished without any conversion thereof.

(d) FRACTIONAL SHARES. No fraction of a share of IPBG Common Stock will be issued by virtue of the Merger and any right to receive a fractional share of any securities to be issued pursuant to this Agreement shall be canceled and extinguished without any conversion thereof at the Effective Time. The provision contained in this Section 1.1 (g) may operate so as to increase or decrease the ratio of exchange to holders of rights or securities who otherwise would be entitled to be issued a fractional share of IPBG Common Stock by virtue of this Agreement.

(e) ADJUSTMENTS TO EXCHANGE RATIO. The IPBG Common Stock Exchange Ratio shall each be adjusted to reflect fully the appropriate effect of any stock split, reverse stock split, stock dividend (including any dividend or distribution of securities convertible into IPBG Common Stock or PRO Common Stock), reorganization, recapitalization, reclassification or other like change with respect to PRO Common Stock or IPBG Common Stock having a record date on or after the date hereof and prior to the Effective Time.

1.6 SURRENDER OF CERTIFICATES.

(a) EXCHANGE AGENT. IPBG shall select Interwest Stock Transfer Co. or another institution reasonably satisfactory to PRO to act as the exchange agent (the "EXCHANGE AGENT") in the Merger.

(b) IPBG TO PROVIDE COMMON STOCK. Promptly after the Effective Time, IPBG shall enter into an agreement with the Exchange Agent, reasonably satisfactory to PRO, which shall provide that IPBG shall make available to the Exchange Agent for exchange in accordance with this Article I, the shares of IPBG Common Stock issuable pursuant to Section 1.5(a) and Section 1.5(b) in exchange for outstanding shares of PRO Common Stock.

(c) EXCHANGE PROCEDURES. Promptly after the Effective Time, PRO shall cause the Exchange Agent to mail to each holder of record (as of the Effective Time) of a certificate or certificates (the "CERTIFICATES") which immediately prior to the Effective Time represented (i) outstanding shares of PRO Common Stock whose shares were converted into the right to receive shares of IPBG Common Stock pursuant to Section 1.5(a) and (ii) outstanding shares of PRO Common Stock whose shares were converted into the right to receive shares of IPBG Common Stock pursuant to Section 1.5(b), (A) a letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates to the Exchange Agent and shall be in such form and have such other provisions as IPBG may reasonably specify) and (B) instructions for use in effecting the surrender of the Certificates in exchange for certificates representing whole shares of IPBG Common Stock. Upon surrender of Certificates for cancellation to the Exchange Agent or to

such other agent or agents as may be appointed by IPBG, together with such letter of transmittal, duly completed and validly executed in accordance with the instructions thereto and such other documents as may reasonably be required by the Exchange Agent, the holder of such Certificates shall be entitled to receive in exchange therefor the number of whole shares of IPBG Common Stock (after taking into account all Certificates surrendered by such holder) to which such holder is entitled pursuant to Section 1.5(a) and Section 1.5(b) (which shall be in uncertificated book entry form unless a physical certificate is requested or is otherwise required by applicable law or regulation.). Until so surrendered, outstanding Certificates will be deemed from and after the Effective Time, for all corporate purposes, to evidence the ownership of the number of full shares of IPBG Common Stock into which such shares of IPBG Common Stock or PRO Common Stock, as the case may be, shall have been so converted.

(d) DISTRIBUTIONS WITH RESPECT TO UNEXCHANGED SHARES. No dividends or other distributions declared or made after the date hereof with respect to IPBG Common Stock with a record date after the Effective Time will be paid to the holders of any unsurrendered Certificates with respect to the shares of PRO Common Stock represented thereby until the holders of record of such Certificates shall surrender such Certificates. Subject to applicable law, following surrender of any such Certificates, the Exchange Agent shall deliver to the record holders thereof, without interest (i) promptly after such surrender, the number of whole shares of IPBG Common Stock issued in exchange therefor and the amount of any such dividends or other distributions with a record date after the Effective Time and theretofore paid with respect to such whole shares of IPBG Common Stock and (ii) at the appropriate payment date, the amount of dividends or other distributions with a record date after the Effective Time and a payment date subsequent to such surrender payable with respect to such whole shares of IPBG Common Stock.

(e) TRANSFERS OF OWNERSHIP. If shares of IPBG Common Stock are to be issued in a name other than that in which the Certificates surrendered in exchange therefor are registered, it will be a condition of the issuance thereof that the Certificates so surrendered will be properly endorsed and otherwise in proper form for transfer and that the Persons (as defined in Section 8.3(d)) requesting such exchange will have paid to IPBG or any agent designated by it any transfer or other Taxes (as defined in Section 2.6) required by reason of the issuance of shares of IPBG Common Stock in any name other than that of the registered holder of the Certificates surrendered, or established to the satisfaction of IPBG or any agent designated by it that such Tax has been paid or is not payable.

(f) REQUIRED WITHHOLDING. Each of the Exchange Agent and IPBG shall be entitled to deduct and withhold from any consideration payable or otherwise deliverable pursuant to this Agreement to any holder or former holder of PRO Common Stock such amounts as may be required to be deducted or withheld therefrom under the Code or under any provision of state, local or foreign Tax law or under any other applicable Legal Requirement (as defined in Section 2.2(d)). To the extent such amounts are so deducted or withheld, the amount of such consideration shall be treated for all purposes under this Agreement as having been paid to the Person to whom such consideration would otherwise have been paid.

(g) NO LIABILITY. Notwithstanding anything to the contrary in this Section 1.6, neither the Exchange Agent nor any party hereto shall be liable to a holder of shares of PRO Common Stock or IPBG Common Stock for any amount properly paid to a public official pursuant to any applicable abandoned property, escheat or similar law.

1.7 NO FURTHER OWNERSHIP RIGHTS IN PRO COMMON STOCK. All shares of IPBG Common Stock issued upon the surrender for exchange of shares of PRO Common Stock in accordance with the terms hereof shall be deemed to have been issued in full satisfaction of all rights pertaining to such shares of PRO Common Stock, and there shall be no further registration of transfers on the records of IPBG of shares of PRO Common Stock which were outstanding immediately prior to the Effective Time. If, after the Effective Time, Certificates are presented to IPBG for any reason, they shall be canceled and exchanged as provided in this Article I.

1.8 LOST, STOLEN OR DESTROYED CERTIFICATES. In the event any Certificates shall have been lost, stolen or destroyed, the Exchange Agent shall issue in exchange for such lost, stolen or destroyed Certificates, upon the making of an affidavit of that fact by the holder thereof, such shares of IPBG Common Stock, if any, as may be required by this Agreement; PROVIDED, HOWEVER, that IPBG may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed Certificates to deliver a bond in such sum as it may reasonably direct as indemnity against any claim that may be made against PRO, IPBG or the Exchange Agent with respect to the Certificates alleged to have been lost, stolen or destroyed.

1.9 TAX CONSEQUENCES. It is intended by the parties hereto that the Merger shall constitute a reorganization within the meaning of Section 368(a) of the Code. The parties hereto adopt this Agreement as a plan of reorganization within the meaning of Treasury Regulations Sections 1.368-2(g) and 1.368-3(a).

1.10 FURTHER ACTION. At and after the Effective Time, the officers and directors of IPBG will be authorized to execute and deliver, in the name and on behalf of IPBG and PRO, any deeds, bills of sale, assignments or assurances and to take and do, in the name and on behalf of IPBG and PRO, any other actions and things to vest, perfect or confirm of record or otherwise in IPBG any and all right, title and interest in, to and under any of the rights, properties or assets acquired or to be acquired by IPBG as a result of, or in connection with, the Merger.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF IPBG

IPBG represents and warrants to PRO as follows:

2.1 ORGANIZATION; STANDING AND POWER; CHARTER DOCUMENTS; SUBSIDIARIES.

(a) ORGANIZATION; STANDING AND POWER. IPBG is a corporation or other organization duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, has the requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted, except where the failure to be so organized, existing and in good standing would not reasonably be expected to have a Material Adverse Effect (as defined in Section 8.3(c)) on IPBG, and is duly qualified and in good standing to do business in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification necessary other than in such jurisdictions where the failure to so qualify or to be in good standing, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on IPBG.

(b) **CHARTER DOCUMENTS.** IPBG has delivered or made available to PRO a true and correct copy of the Certificate of Incorporation (including any Certificate of Designations) and Bylaws of IPBG, each as amended to date (collectively, the "IPBG CHARTER DOCUMENTS"), and each such instrument is in full force and effect. IPBG is not in violation of any of the provisions of the IPBG Charter Documents.

(c) **SUBSIDIARIES.** IPBG does not own, directly or indirectly, any interest in any other corporation or Subsidiary. For purposes of this Agreement, "SUBSIDIARY," when used with respect to any party, shall mean any corporation or other organization, whether incorporated or unincorporated, at least a majority of the securities or other interests of which having by their terms ordinary voting power to elect a majority of the Board of Directors or others performing similar functions with respect to such corporation or other organization is directly or indirectly owned or controlled by such party or by any one or more of its Subsidiaries, or by such party and one or more of its Subsidiaries.

2.2 CAPITAL STRUCTURE.

(a) **CAPITAL STOCK.** The authorized capital stock of IPBG consists of: (i) 100,000,000 shares of IPBG Common Stock, \$.0001 par value. IPBG is not authorized to issue any Preferred Stock. As of the date hereof: (i) 10 shares of IPBG Common Stock were issued and outstanding, and (ii) no shares of IPBG Common Stock were issued and held by IPBG in its treasury. All of the outstanding shares of capital stock of IPBG are, and all shares of capital stock of IPBG which may be issued as contemplated or permitted by this Agreement will be, when issued, duly authorized and validly issued, fully paid and nonassessable and not subject to any preemptive rights.

Upon consummation of the Merger, (A) the shares of IPBG Common Stock issued in exchange for any shares of PRO Common Stock that are subject to a Contract (as defined below) pursuant to which PRO has the right to repurchase, redeem or otherwise reacquire any shares of PRO Common Stock will, without any further act of PRO, IPBG or any other Person, become subject to the restrictions, conditions and other provisions contained in such Contract and (B) IPBG will automatically succeed to and become entitled to exercise PRO's rights and remedies under any such Contract. For purposes of this Agreement, "CONTRACT" shall mean any written, oral or other agreement, contract, subcontract, settlement agreement, lease, binding understanding, instrument, note, option, warranty, purchase order, license, sublicense, insurance policy, benefit plan or legally binding commitment or undertaking of any nature, as in effect as of the date hereof or as may hereinafter be in effect.

(b) **STOCK OPTIONS.** As of the date hereof: (i) no shares of IPBG Common Stock are subject to issuance pursuant to outstanding options to purchase IPBG common Stock under any stock option plan, (ii) no shares of IPBG Common Stock are reserved for future issuance under any stock option plan, and (iii) no shares of IPBG Common Stock are subject to issuance pursuant to outstanding options to purchase IPBG Common Stock (A) which are issued other than pursuant to a stock option plan. There are no commitments or agreements of any character to which IPBG is bound obligating IPBG to issue any share of IPBG Common Stock as a result of the Merger (whether alone or upon the occurrence of any additional or subsequent events). As of the date hereof, there are no outstanding or authorized stock appreciation, phantom stock, profit participation or other similar rights with respect to IPBG.

(c) **VOTING DEBT.** No Voting Debt of IPBG is issued or outstanding as of the date hereof. For purposes of this Agreement, the term VOTING DEBT is defined as bonds, debentures, notes or other indebtedness having the right to vote on any matters on which stockholders of IPBG or PRO, as the case may be, may vote.

(d) **OTHER SECURITIES.** Except as otherwise set forth in this Section 2.2, as of the date hereof, there are no securities, options, warrants, calls, rights, commitments, agreements, arrangements or undertakings of any kind to which IPBG is a party or by which it is bound obligating IPBG to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares of capital stock, Voting Debt or other voting securities of IPBG, or obligating IPBG to issue, grant, extend or enter into any such security, option, warrant, call, right, commitment, agreement, arrangement or undertaking. All outstanding shares of IPBG Common Stock have been issued and granted in compliance in all material respects with (i) all applicable securities laws and all other applicable Legal Requirements (as defined below) and (ii) all requirements set forth in applicable material Contracts. For purposes of this Agreement, "LEGAL REQUIREMENTS" shall mean any federal, state, local, municipal, foreign or other law, statute, constitution, principle of common law, resolution, ordinance, code, order, edict, decree, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Entity.

(e) **NO CHANGES.** Since June 30, 2002 and through the date hereof, there has been no change in (A) the outstanding capital stock of IPBG, (B) the number of options, warrants or other rights to purchase IPBG capital stock.

2.3 AUTHORITY; NON-CONTRAVENTION; NECESSARY CONSENTS.

(a) **AUTHORITY.** IPBG has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby has been duly authorized by all necessary corporate IPBG on the part of IPBG and no other corporate proceedings on the part of IPBG are necessary to authorize the execution and delivery of this Agreement or to consummate the Merger and the other transactions contemplated hereby, subject only to the approval and adoption of this Agreement and the approval of the Merger by IPBG's stockholders and the filing of the Certificate of Merger pursuant to Nevada Law. The affirmative vote of the holders of a majority of the outstanding shares of IPBG Common Stock to approve and adopt this Agreement and approve the Merger is the only vote of the holders of any class or series of IPBG capital stock necessary to approve and adopt this Agreement, approve the Merger and consummate the Merger and the other transactions contemplated hereby. This Agreement has been duly executed and delivered by IPBG and, assuming due execution and delivery by PRO, constitutes the valid and binding obligation of IPBG, enforceable against IPBG in accordance with its terms.

(b) **NON-CONTRAVENTION.** The execution and delivery of this Agreement by IPBG does not, and performance of this Agreement by IPBG will not: (i) conflict with or violate the IPBG Charter Documents, (ii) subject to obtaining the approval and adoption of this Agreement and the approval of the Merger by IPBG's stockholders as contemplated in Section 5.2 and compliance with the requirements set forth in Section 2.3, (c), conflict with or violate any material Legal Requirement applicable to or by which IPBG or any of its properties is bound or affected, or (iii) result in any material breach of or constitute a material default (or an event that with notice or lapse of time or both would become a material default) under, or impair IPBG's rights or alter the rights or obligations of any third party under, or give to others any

rights of termination, amendment, acceleration or cancellation of, or result in the creation of a material Lien on any of the material properties or assets of IPBG pursuant to, any IPBG Material Contract (as defined in Section 2.14).

(c) **NECESSARY CONSENTS.** No consent, approval, order or authorization of, or registration, declaration or filing with any supranational, national, state, municipal, local or foreign government, any instrumentality, subdivision, court, administrative agency or commission or other governmental authority or instrumentality, or any quasi-governmental or private body exercising any regulatory, taxing, importing or other governmental or quasi-governmental authority (a "GOVERNMENTAL ENTITY") is required to be obtained or made by IPBG in connection with the execution and delivery of this Agreement or the consummation of the Merger and other transIPBGs contemplated hereby, except for: (i) the filing of the Certificate of Merger with the Secretary of State, State of Nevada, and appropriate documents with the relevant authorities of other states in which IPBG and or PRO are qualified to do business, (ii) the filing, if necessary, of the Prospectus/Proxy Statement (as defined in Section 2.15) with the SEC in accordance with the Securities Exchange Act of 1934, as amended (the "EXCHANGE ACT") and the effectiveness of the Registration Statement (as defined in Section 2.15), (iii) such consents, approvals, orders, authorizations, registrations, declarations and filings as may be required under applicable federal, foreign and state securities (or related) laws, (iv) such consents, approvals, orders, authorizations, registrations, declarations and filings as may be required under applicable state securities or "blue sky" laws and the securities laws of any foreign country, and (v) such other consents, authorizations, filings, approvals and registrations which if not obtained or made would not be material to IPBG or PRO or materially adversely affect the ability of the parties hereto to consummate the Merger within the time frame in which the Merger would otherwise be consummated in the absence of the need for such consent, approval, order, authorization, registration, declaration or filings. The consents, approvals, orders, authorizations, registrations, declarations and filings set forth in (i) through (v) are referred to herein as the "NECESSARY CONSENTS."

2.4 SEC FILINGS; FINANCIAL STATEMENTS.

(a) **SEC FILINGS.** IPBG has not been and is currently not required to file any registration statements, prospectuses, reports, schedules, forms, statements and other documents with the SEC. PRO has made available to IPBG such prospectuses, reports, schedules, forms, statements and other documents it has used to offer and sell securities in all private transactions involving the sale of securities in which it has engaged, including if applicable the Form D filed with the SEC in connection therewith. All such prospectuses, reports, schedules, forms, statements and other documents (including those that IPBG may file subsequent to the date hereof), as amended, are referred to herein as the "IPBG REPORTS." As of their respective dates, the IPBG Reports (i) were prepared in accordance and complied in all material respects with the requirements of the Securities Act of 1933, as amended (the "SECURITIES ACT"), or the Exchange Act, as the case may be, and the rules and regulations of the SEC thereunder applicable to such IPBG Reports and (ii) did not at the time they were prepared or distributed contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(b) **FINANCIAL STATEMENTS.** Each of the financial statements (including, in each case, any related notes thereto) heretofore furnished by IPBG to PRO (the "IPBG FINANCIALS"): (i) were prepared in accordance with United States generally accepted accounting principals ("GAAP") applied on a consistent basis throughout the periods involved

(except as may be indicated in the notes thereto or, in the case of unaudited interim financial statements), and (ii) fairly presents in all material respects the financial position of IPBG as at the respective dates thereof and the results of IPBG's operations and cash flows for the periods indicated.

2.5 ABSENCE OF CERTAIN CHANGES OR EVENTS. IPBG has not issued any financial statements.

2.6 TAXES. For the purposes of this Agreement, the term "TAX" or, collectively, "TAXES," shall mean any and all federal, state, local and foreign taxes, assessments and other governmental charges, duties, impositions and liabilities, including taxes based upon or measured by gross receipts, income, profits, sales, use and occupation, and value added, ad valorem, transfer, franchise, withholding, payroll, recapture, employment, excise and property taxes, together with all interest, penalties and additions imposed with respect to such amounts, and any obligations with respect to such amounts arising as a result of being a member of an affiliated, consolidated, combined or unitary group for any period or under any agreements or arrangements with any other Person and including any liability for taxes of a predecessor entity. IPBG has not filed any federal, state, local and foreign returns, estimates, information statements and reports relating to Taxes ("TAX RETURNS"). No audit or other examination of any Tax Return of IPBG is presently in progress, nor has IPBG been notified of any request for such an audit or other examination. IPBG has not taken any action or knows of no fact, agreement or plan or other circumstance that is reasonably likely to prevent the Merger from qualifying as a reorganization within the meaning of Section 368(a) of the Code.

2.7 INTELLECTUAL PROPERTY.

(a) NO INFRINGEMENT. To the Knowledge as of the date hereof of IPBG, the products, services and operations of IPBG do not infringe or misappropriate the Intellectual Property (as defined below) of any third party where such infringement or misappropriation, individually or in the aggregate, would be reasonably expected to have a material adverse effect on any material division or business unit or other material operating group of product or service offerings of IPBG or otherwise have a Material Adverse Effect on IPBG. "INTELLECTUAL PROPERTY" shall mean any or all of the following and all rights in, arising out of, or associated therewith: (i) all United States, international and foreign patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof, (ii) all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, know how, technology, technical data and customer lists, and all documentation relating to any of the foregoing, (iii) all copyrights, copyrights registrations and applications therefor, and all other rights corresponding thereto throughout the world, (iv) all industrial designs and any registrations and applications therefor throughout the world, (v) all mask works and any registrations and applications therefor throughout the world, (vi) all trade names, logos, URLs, common law trademarks and service marks, trademark and service mark registrations and applications therefor throughout the world, (vii) all databases and data collections and all rights therein throughout the world, (viii) all moral and economic rights of authors and inventors, however denominated, throughout the world, and (ix) any similar or equivalent rights to any of the foregoing anywhere in the world.

(b) NO IMPAIRMENT. The Merger (including the assignment by operation of law of any Contract to the surviving corporation) will not result in IPBG being

bound by any material non-compete or other material restriction on the operation of any business of IPBG.

2.8 COMPLIANCE; PERMITS.

(a) **COMPLIANCE.** IPBG is not, in any material respect, in conflict with, or in default or in violation of any Legal Requirement applicable to IPBG or by which IPBG or any of its businesses or properties is, or IPBG believes is reasonably likely to be, bound or affected, except, in each case, or in the aggregate, for conflicts, violations and defaults that would not have a Material Adverse Effect on IPBG. As of the date hereof, no material investigation or review by any Governmental Entity is pending or, to the Knowledge of IPBG, has been threatened in a writing delivered to IPBG, against IPBG. There is no material judgment, injunction, order or decree binding upon IPBG which has or would reasonably be expected to have the effect of prohibiting or materially impairing any material business practice of IPBG, any acquisition of material property by IPBG or the conduct of business by IPBG as currently conducted.

(b) **PERMITS.** IPBG holds, to the extent legally required, all permits, licenses, variances, exemptions, orders and approvals from Governmental Entities ("PERMITS") that are required for the operation of the business of IPBG, as currently conducted, the failure to hold which would reasonably be expected to have a Material Adverse Effect on IPBG (collectively, "IPBG PERMITS"). As of the date hereof, no suspension or cancellation of any of the IPBG Permits is pending or, to the Knowledge of IPBG, threatened. IPBG is in compliance in all material respects with the terms of the IPBG Permits.

2.9 LITIGATION. As of the date hereof, there are no claims, suits, actions or proceedings pending or, to the Knowledge of IPBG, overtly threatened against IPBG, before any court, governmental department, commission, agency, instrumentality or authority, or any arbitrator that seeks to restrain or enjoin the consummation of the transaction contemplated hereby or which would reasonably be expected, either singularly or in the aggregate with all such claims, actions or proceedings, to be material to IPBG.

2.10 BROKERS' AND FINDERS' FEES. IPBG has not incurred, nor will it incur, directly or indirectly, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Agreement or any transaction contemplated hereby.

2.11 TRANSACTIONS WITH AFFILIATES. No event has occurred as of the date hereof that would be required to be reported by IPBG pursuant to Item 404 of Regulation S-K promulgated by the SEC (substituting, for the purposes of this representation and warranty, each appearance of \$60,000 in Item 404 with \$10,000).

2.12 EMPLOYEES; EMPLOYEE BENEFIT PLANS.

(a) **DOCUMENTS.** IPBG has no (i) severance and employment agreements with employees, directors or executive officers, (ii) severance programs and policies, (iii) plans or agreement relating to any of its current or former employees, consultants or directors (each, an "EMPLOYEE") pursuant to which benefits would vest or an amount would become payable or the terms of which would otherwise be altered, in any case by virtue of the transactions contemplated hereby (whether alone or upon the occurrence of any additional or subsequent events), (iv) any agreement or document embodying a retirement plan, (v) any stock option plan, stock award plan, stock appreciation right plan, phantom stock plan, stock option,

other equity or equity-based compensation plan, equity or other equity based award to any Person (whether payable in cash, shares or otherwise) (to the extent not issued pursuant to any of the foregoing plans) or (vi) other plan or Contract of any nature with any Person (whether or not an Employee) pursuant to which any stock, option, warrant or other right to purchase or acquire capital stock of IPBG or right to payment based on the value of IPBG capital stock has been granted or otherwise issued. There are no material unresolved claims or disputes, of any kind or nature, under the terms of any agreement, written or oral, or in connection with, any current or former Employee, officer, director, consultant, agent or representative of IPBG, and no action, legal or otherwise, has been commenced with respect to any material claim.

(b) BENEFIT PLAN COMPLIANCE. IPBG has no Benefit Plans. When used in this Agreement, the term BENEFIT PLANS means: collective bargaining agreement, bonus, pension, profit sharing, deferred compensation, incentive compensation, stock ownership, stock purchase, stock option, phantom stock, stock-related or performance award, retirement, vacation, severance, disability, death benefit, hospitalization, medical, loan (other than travel allowances and relocation packages), fringe benefit, disability, sabbatical and other plan, arrangement or understanding providing benefits to any Employee, employment agreement, consulting agreement or severance agreement with any current or former officer or director, or any material employment agreement, consulting agreement or severance agreement for any Employee.

(c) EFFECT OF TRANSACTION. The execution of this Agreement and the consummation of the transactions contemplated hereby will not (either alone or upon the occurrence of any additional or subsequent events) constitute an event under any IPBG Benefit Plan that will or may result in any material payment (whether of severance pay or otherwise), acceleration of payment, forgiveness of indebtedness, vesting, distribution, increase in benefits or obligation to fund benefits with respect to any Employee. There is no contract, agreement, plan or arrangement with an Employee to which IPBG is a party as of the date of this Agreement, that, individually or collectively and as a result of the transaction contemplated hereby (whether alone or upon the occurrence of any additional or subsequent events), would reasonably be expected to give rise to the payment of any amount that would not be deductible pursuant to Section 280G of the Code.

(d) LABOR. No collective bargaining agreement is being negotiated or renegotiated in any material respect by IPBG. As of the date of this Agreement, there is no material labor dispute, strike or work stoppage against IPBG pending or, to the Knowledge of IPBG, threatened which may materially interfere with the respective business activities of IPBG. As of the date of this Agreement, to the Knowledge of IPBG, neither IPBG nor any of its representatives or Employees has committed any material unfair labor practice in connection with the operation of the respective businesses of IPBG, and there is no material charge or complaint against IPBG by the National Labor Relations Board or any comparable governmental agency pending or threatened in writing.

2.13 ENVIRONMENTAL MATTERS.

(a) HAZARDOUS MATERIAL. Except as would not result in a Material Adverse Effect on IPBG, no underground storage tanks and no amount of any substance that has been designated by any Governmental Entity or by applicable federal, state or local law to be radioactive, toxic, hazardous or otherwise a danger to health or the environment, including PCBs, asbestos, petroleum, urea-formaldehyde and all substances listed as hazardous substances pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of

1980, as amended, or defined as a hazardous waste pursuant to the United States Resource Conservation and Recovery Act of 1976, as amended, and the regulations promulgated pursuant to said laws, but excluding office and janitorial supplies, (a "HAZARDOUS MATERIAL") are present, as a result of the actions of IPBG or any affiliate of IPBG, or, to the knowledge of IPBG, as a result of any actions of any third party or otherwise, in, on or under any property, including the land and the improvements, ground water and surface water thereof, that PRO has at any time owned, operated, occupied or leased.

(b) **HAZARDOUS MATERIALS ACTIVITIES.** Except as would not result in a Material Adverse Effect on IPBG: (i) IPBG has not transported, stored, used, manufactured, disposed of, released or exposed its Employees or others to Hazardous Materials in violation of any law in effect on or before the Closing Date and (ii) IPBG has not disposed of, transported, sold, used, released, exposed its Employees or others to or manufactured any product containing a Hazardous Material (collectively, "HAZARDOUS MATERIALS ACTIVITIES") in violation of any rule, regulation, treaty or statute promulgated by any Governmental Entity in effect prior to or as of the date hereof to prohibit, regulate or control Hazardous Materials or any Hazardous Material Activity.

2.14 CONTRACTS. All IPBG Material Contracts (as defined below) are valid and in full force and effect except to the extent they have previously expired in accordance with their terms or if the failure to be in full force and effect, individually or in the aggregate, would not reasonably be expected to be material to IPBG. IPBG has not violated any provision of, or committed or failed to perform any act which, with or without notice, lapse of time or both would constitute a default under the provisions of, any IPBG Material Contract, except in each case for those violations and defaults which, individually or in the aggregate, would not reasonably be expected to be material to IPBG. For purposes of this Agreement, "IPBG MATERIAL CONTRACT" shall mean any Contract, or group of Contracts, with a Person (or group of affiliated Persons), the termination or breach of which would be reasonably expected to have a material adverse effect on any material division or business unit or other material operating group of product or service offerings of IPBG or otherwise have a Material Adverse Effect on IPBG. Such term shall include, but not be limited to, any Contract containing any covenant (A) limiting the right of IPBG to engage in any material line of business, make use of any material Intellectual Property or compete with any Person in any material line of business, (B) granting any exclusive distribution or supply rights, or (C) otherwise having an adverse effect on the right of IPBG to sell, distribute or manufacture any material products or services or to purchase or otherwise obtain any material software, components, parts or subassemblies.

2.15 DISCLOSURE. In the event legal counsel for either party hereto shall conclude that a registrations statement and a prospectus and proxy statement must be filed in connection with the transaction contemplated by this Agreement, as provided in Section 5.9 hereof, none of the information supplied or to be supplied by or on behalf of IPBG for inclusion or incorporation by reference in the registration statement on Form SB-2 (or similar successor form) to be filed with the SEC by IPBG in connection with the issuance of IPBG Common Stock in the Merger (including amendments or supplements thereto) (the "REGISTRATION STATEMENT") will, at the time the Registration Statement becomes effective under the Securities Act, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading. None of the information supplied or to be supplied by or on behalf of IPBG for inclusion or incorporation by reference in the Prospectus/Proxy Statement to be filed with the SEC as part of any Registration Statement (the "PROSPECTUS/PROXY

STATEMENT"), will, at the time the Prospectus/Proxy Statement is mailed to the stockholders of IPBG or PRO, at the time of the PRO Stockholders' Meeting or IPBG Stockholders' Meeting or as of the Effective Time, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading. The Prospectus/Proxy Statement will comply as to form in all material respects with the provisions of the Exchange Act and the rules and regulations promulgated by the SEC thereunder. Notwithstanding the foregoing, no representation or warranty is made by IPBG with respect to statements made or incorporated by reference therein about PRO supplied by PRO for inclusion or incorporation by reference in the Registration Statement or the Prospectus/Proxy Statement.

2.16 BOARD APPROVAL. The Board of Directors of IPBG has, by resolutions duly adopted by unanimous vote at a meeting of all Directors duly called and held and not subsequently rescinded or modified in any way (the "IPBG BOARD APPROVAL"), has duly (i) determined that the Merger is fair to, and in the best interests of, IPBG and its stockholders and declared the Merger to be advisable, (ii) approved this Agreement, and (iii) recommended that the stockholders of IPBG approve and adopt this Agreement and approve the Merger and directed that such matter be submitted to IPBG's stockholders at the IPBG Stockholders' Meeting.

2.17 FAIRNESS OPINION. IPBG's Board of Directors will not obtain a written opinion from investment counsel or others to the effect that, as of a date, the Exchange Ratios are fair, from a financial point of view, to IPBG stockholders.

2.18 TAKEOVER STATUTES. The Board of Directors of IPBG has taken all actions so that the restrictions contained in statutes under Nevada Law applicable to a "business combination" (as defined in such statutes), and any other similar Legal Requirement, will not apply to IPBG during the pendency of this Agreement, including the execution, delivery or performance of this Agreement and the consummation of the Merger and the other transactions contemplated hereby.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF PRO

PRO represents and warrants to IPBG as follows:

3.1 ORGANIZATION; STANDING AND POWER; CHARTER DOCUMENTS; SUBSIDIARIES.

(a) ORGANIZATION; STANDING AND POWER. PRO is a corporation or other organization duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, has the requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted, except where the failure to be so organized, existing and in good standing would not reasonably be expected to have a Material Adverse Effect on PRO, and is duly qualified and in good standing to do business in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification necessary other than in such jurisdictions where the failure to so qualify or to be good standing, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on PRO.

(b) **CHARTER DOCUMENTS.** PRO has delivered or made available to IPBG a true and correct copy of the Articles of Incorporation (including any Certificate of Designations) and Bylaws of PRO, each as amended to date (collectively, the "PRO CHARTER DOCUMENTS") and represents that each such instrument is in full force and effect. PRO is not in violation of any of the provisions of the PRO Charter Documents except as would not reasonably be expected to have a Material Adverse Effect on PRO.

(c) **SUBSIDIARIES.** PRO does not own, directly or indirectly, any interest in any other corporation or Subsidiary.

3.2 CAPITAL STRUCTURE.

(a) **CAPITAL STOCK.** The authorized capital stock of PRO consists of: (i) 50,000,000 shares of PRO Common Stock, par value \$0.001 per share. At the close of business of March 7, 2002: Thirty Two Million Seven Hundred Twenty Thousand (32,720,000) shares of PRO Common Stock were issued and outstanding. All of the outstanding shares of capital stock of PRO are, and all shares of capital stock of PRO which may be issued as contemplated or permitted by this Agreement will be, when issued, duly authorized and validly issued, fully paid and nonassessable and not subject to any preemptive rights.

(b) **STOCK OPTIONS.** As of the close of business on June 30, 2002: (i) no shares of PRO Common Stock are subject to issuance pursuant to outstanding options to purchase PRO Common Stock under any stock option, stock award, stock appreciation, phantom stock plans, stock-related awards and performance awards of PRO, and (ii) no shares of PRO Common Stock are reserved for future issuance under various agreements with directors, consultants and others, and (iii) no shares are reserved for future issuance by the Board of Directors of PRO under future agreements with various directors, consultants and others. There are no outstanding or authorized stock appreciation, phantom stock, profit participation or other similar rights with respect to PRO.

(c) **VOTING DEBT.** No Voting Debt of PRO is issued or outstanding as of the date hereof.

(d) **OTHER SECURITIES.** Except as otherwise set forth in this Section 3.2, as of June 30, 2002, there are no securities, options, warrants, calls, rights, commitments, agreements, arrangements or undertakings of any kind to which PRO is a party or by which it is bound obligating PRO to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares of capital stock, Voting Debt or other voting securities of PRO, or obligating PRO to issue, grant, extend or enter into any such security, option, warrant, call, right, commitment, agreement, arrangement or undertaking. All outstanding shares of PRO Common Stock have been issued and granted in compliance in all material respects with (i) all applicable securities laws and all other applicable Legal Requirements and (ii) all requirements set forth in applicable material Contracts.

(e) **NO CHANGES.** Since June 30, 2002, and through the date hereof, there has been no change in (A) the outstanding capital stock of PRO, (B) the number of PRO Options outstanding, or (C) the number of options, warrants or other rights to purchase PRO capital stock, which, individually or in the aggregate, would constitute a material change in the capitalization of PRO.

3.3 AUTHORITY; NON-CONTRAVENTION; NECESSARY CONSENTS.

(a) **AUTHORITY.** PRO has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby has been duly authorized by all necessary corporate actions on the part of PRO and no other corporate proceedings on the part of PRO are necessary to authorize the execution and delivery of this Agreement or to consummate the Merger and the other transactions contemplated hereby, subject only to the approval of the Stock Issuance by PRO stockholders. The affirmative vote of the holders of a majority of the outstanding shares of PRO Common Stock present in person or by proxy in favor of the Stock Issuance at a meeting duly called and held for approval of the Stock Issuance is the only vote of the holders of any class or series of PRO capital stock necessary to approve the Stock Issuance, and no other vote of the holders of any class or series of PRO Capital Stock is necessary to approve and adopt this Agreement, approve the Merger and consummate the Merger and the other transactions contemplated hereby. This Agreement has been duly executed and delivered by PRO and, assuming due execution and delivery by IPBG, constitutes the valid and binding obligation of PRO, enforceable against PRO in accordance with its terms.

(b) **NON-CONTRAVENTION.** The execution and delivery of this Agreement by PRO does not, and performance of this Agreement by PRO will not: (i) conflict with or violate the PRO Charter Documents, (ii) subject to obtaining the approval and adoption of this Agreement and the approval of the Stock Issuance by PRO stockholders as contemplated in Section 5.2 and compliance with the requirements set forth in Section 3.3(c), conflict with or violate any material Legal Requirement applicable to PRO, or by which PRO, or any of its properties is bound or affected, or (iii) result in any material breach of or constitute a material default (or an event that with notice or lapse of time or both would become a material default) under, or impair NOSTALGIA's rights or alter the rights or obligations of any third party under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a material Lien on any of the material properties or assets of PRO pursuant to, any PRO Material Contract (as defined in Section 3.13).

(c) **NECESSARY CONSENTS.** No consent, approval, order or authorization of, or registration, declaration or filing with any Governmental Entity is required to be obtained or made by PRO in connection with the execution and delivery of this Agreement or the consummation of the Merger and other transactions contemplated hereby, except for (i) the Necessary Consents and (ii) such other consents, authorizations, filings, approvals and registrations which if not obtained or made would not be material to PRO or IPBG or materially adversely affect the ability of the parties hereto to consummate the Merger within the time frame in which the Merger would otherwise be consummated in the absence of the need for such consent, approval, order, authorization, registration, declaration or filings.

3.4 SEC FILINGS; FINANCIAL STATEMENTS.

(a) **SEC FILINGS.** PRO has not filed any required registration statements, prospectuses, reports, schedules, forms, statements and other documents (including exhibits and all other information incorporated by reference) required to be filed by it with the SEC.

(b) **FINANCIAL STATEMENTS.** Each of the financial statements (including, in each case, any related notes thereto) contained in the PRO Reports (the "PRO FINANCIALS"), filed after the date hereof until the Closing: (i) was prepared in accordance with GAAP applied on a consistent basis throughout the periods involved (except as may be indicated

in the notes thereto, and (ii) fairly presented in all material respects the consolidated financial position of PRO as at the respective dates thereof and the results of PRO operations and cash flows for the periods indicated. Except as disclosed in the PRO Financials, since the date of the PRO Balance Sheet and through the date hereof, PRO has no liabilities required under GAAP to be set forth on a balance sheet (absolute, accrued, contingent or otherwise) which, individually or in the aggregate, would be reasonably expected to have a Material Adverse Effect on PRO, except for liabilities incurred since the date of the PRO Balance Sheet in the ordinary course of business consistent with past practices and liabilities incurred pursuant to this Agreement. PRO represents and warrants to IPBG that, as of the Closing, the aggregate liabilities of PRO will not exceed the sum of One Thousand Dollars (U.S.) (\$1,000.00 U.S.).

3.5 ABSENCE OF CERTAIN CHANGES OR EVENTS. Since the date of the PRO Balance Sheet and through the date hereof there has not been: (i) any Material Adverse Effect on, (ii) any declaration, setting aside or payment of any dividend on, or other distribution (whether in cash, stock or property) in respect of, any of PRO's capital stock, or any purchase, redemption or other acquisition by PRO of any of PRO's capital stock or any other securities of PRO.

3.6 TAXES. Except for Form 1120 for the tax year ended December 30, 2001, PRO has filed all material Tax Returns required to be filed by it and has paid, or has adequately reserved (in accordance with GAAP) for the payment of, all Taxes required to be paid (whether or not shown on any Tax Returns), and the most recent financial statements contained in the PRO Reports reflect an adequate reserve (in accordance with GAAP) for all Taxes payable by PRO through the date of such financial statements. No material deficiencies for any Taxes have been asserted or assessed, or to the Knowledge of PRO, proposed, against PRO that are not subject to adequate reserves (in accordance with GAAP). PRO has not taken any IPBG or knows of any fact, agreement or plan or other circumstance that is reasonably likely to prevent the Merger from qualifying as a reorganization within the meaning of Section 368(a) of the Code.

3.7 INTELLECTUAL PROPERTY.

(a) **NO INFRINGEMENT.** To the Knowledge of PRO, as of the date hereof of, the products, services and operations of PRO do not infringe or misappropriate the Intellectual Property of any third party where such infringement or misappropriation, individually or in the aggregate, would be reasonably expected to have a material adverse effect on any material division or business unit or other material operating group of product or service offerings of PRO or otherwise have a Material Adverse Effect on PRO.

(b) **NO IMPAIRMENT.** The Merger will not result in the termination or breach of any Contract to which PRO is a party, which termination or breach would reasonably be expected to have a material adverse effect on any material division or business unit or other material operating group of product or service offerings of PRO or otherwise have a Material Adverse Effect on PRO.

3.8 COMPLIANCE; PERMITS.

(a) **COMPLIANCE.** PRO is not, in any material respect, in conflict with, or in default or in violation of any Legal Requirement applicable to PRO or by which PRO or any of its businesses or properties is, or PRO believes is reasonably likely to be, bound or affected, except, in each case, or in the aggregate, for conflicts, violations and defaults that would not have

a Material Adverse Effect on PRO. As of the date hereof, no material investigation or review by any Governmental Entity is pending or, to the Knowledge of PRO, has been threatened in a writing delivered to PRO, against PRO. There is no material judgment, injunction, order or decree binding upon PRO which has or would reasonably be expected to have the effect of prohibiting or materially impairing any material business practice of PRO, any acquisition of material property by PRO or the conduct of business by PRO as currently conducted.

(b) **PERMITS.** PRO holds, to the extent legally required, all Permits that required for the operation of the business of PRO as currently conducted, the failure to hold which would reasonably be expected to have a Material Adverse Effect on PRO (collectively, "PRO PERMITS"). As of the date hereof, no suspension or cancellation of any of the PRO Permits is pending or, to the Knowledge of PRO, threatened. PRO is in compliance in all material respects with the terms of the PRO Permits.

3.9 LITIGATION. As of the date hereof, there are no claims, suits, actions or proceedings pending or, to the Knowledge of PRO, overtly threatened against PRO, before any court, governmental department, commission, agency, instrumentality or authority, or any arbitrator that seeks to restrain or enjoin the consummation of the transactions contemplated hereby or which would reasonably be expected, either singularly or in the aggregate, with all such claims, actions or proceedings, to be material to PRO.

3.10 BROKERS' AND FINDERS' FEES. PRO has not incurred, nor will it incur, directly or indirectly, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Agreement or any transactions contemplated hereby.

3.11 EMPLOYEES; EMPLOYEE BENEFIT PLANS.

(a) **DOCUMENTS.** PRO has no (i) severance and employment agreements with employees, directors or executive officers, (ii) severance programs and policies, (iii) plans or agreement relating to any of its current or former employees, consultants or directors (each, an "EMPLOYEE") pursuant to which benefits would vest or an amount would become payable or the terms of which would otherwise be altered, in any case by virtue of the transactions contemplated hereby (whether alone or upon the occurrence of any additional or subsequent events), (iv) any agreement or document embodying a retirement plan, (v) any stock option plan, stock award plan, stock appreciation right plan, phantom stock plan, stock option, other equity or equity-based compensation plan, equity or other equity based award to any Person (whether payable in cash, shares or otherwise) (to the extent not issued pursuant to any of the foregoing plans) or (vi) other plan or Contract of any nature with any Person (whether or not an Employee) pursuant to which any stock, option, warrant or other right to purchase or acquire capital stock of PRO or right to payment based on the value of PRO capital stock has been granted or otherwise issued. There are no material unresolved claims or disputes, of any kind or nature, under the terms of any agreement, written or oral, or in connection with, any current or former Employee, officer, director, consultant, agent or representative of PRO, and no IPBG, legal or otherwise, has been commenced with respect to any material claim.

(b) **BENEFIT PLAN COMPLIANCE.** PRO has no Benefit Plans. When used in this Agreement, the term **BENEFIT PLANS** means: collective bargaining agreement, bonus, pension, profit sharing, deferred compensation, incentive compensation, stock ownership, stock purchase, stock option, phantom stock, stock-related or performance award, retirement, vacation, severance, disability, death benefit, hospitalization, medical, loan (other than travel allowances and relocation packages), fringe benefit, disability, sabbatical and other plan,

arrangement or understanding providing benefits to any Employee, employment agreement, consulting agreement or severance agreement with any current or former officer or director, or any material employment agreement, consulting agreement or severance agreement for any Employee.

(c) **EFFECT OF TRANSACTION.** The execution of this Agreement and the consummation of the transactions contemplated hereby will not (either alone or upon the occurrence of any additional or subsequent events) constitute an event under any PRO Benefit Plan that will or may result in any material payment (whether of severance pay or otherwise), acceleration of payment, forgiveness of indebtedness, vesting, distribution, increase in benefits or obligation to fund benefits with respect to any Employee. There is no contract, agreement, plan or arrangement with an Employee to which PRO is a party as of the date of this Agreement, that, individually or collectively and as a result of the transaction contemplated hereby (whether alone or upon the occurrence of any additional or subsequent events), would reasonably be expected to give rise to the payment of any amount that would not be deductible pursuant to Section 280G of the Code.

(d) **LABOR.** No collective bargaining agreement is being negotiated or renegotiated in any material respect by PRO. As of the date of this Agreement, there is no material labor dispute, strike or work stoppage against PRO pending or, to the Knowledge of PRO, threatened which may materially interfere with the respective business activities of PRO. As of the date of this Agreement, to the Knowledge of PRO, neither PRO nor any of its representatives or Employees has committed any material unfair labor practice in connection with the operation of the respective businesses of PRO, and there is no material charge or complaint against PRO by the National Labor Relations Board or any comparable governmental agency pending or threatened in writing.

3.12 ENVIRONMENTAL MATTERS.

(a) **HAZARDOUS MATERIAL.** Except as would not result in a Material Adverse Effect on PRO, no underground storage tanks and no amount of any Hazardous Material are present, as a result of the IPBGs of PRO or any affiliate of PRO, or, to the Knowledge of PRO, as a result of any IPBGs of any third party or otherwise, in, on or under any property, including the land and the improvements, ground water and surface water thereof, that PRO has at any time owned, operated, occupied or leased.

(b) **HAZARDOUS MATERIALS ACTIVITIES.** Except as would not result in a Material Adverse Effect on PRO (i) PRO has not transported, stored, used, manufactured, disposed of, released or exposed its Employees or others to Hazardous Materials in violation of any law in effect on or before the Closing Date and (ii) PRO has not engaged in any Hazardous Materials Activities in violation of any rule, regulation, treaty or statute promulgated by any Governmental Entity in effect prior to or as of the date hereof to prohibit, regulate or control Hazardous Materials or any Hazardous Material Activity.

3.13 **CONTRACTS.** All PRO Material Contracts (as defined below) are valid and in full force and effect except to the extent they have previously expired in accordance with their terms or if the failure to be in full force and effect, individually or in the aggregate, would not reasonably be expected to be material to PRO. PRO has not violated any provision of, or committed or failed to perform any act which, with or without notice, lapse of time or both would constitute a default under the provisions of, any PRO Material Contract, except in each case for

those violations and defaults which, individually or in the aggregate, would not reasonably be expected to be material to PRO. For purposes of this Agreement, "PRO MATERIAL CONTRACT" shall mean any Contract, or group of Contracts, with a Person (or group of affiliated Persons) the termination or breach of which would be reasonably expected to have a material adverse effect on any material division or business unit or other material operating group of product or service offerings of PRO or otherwise have a Material Adverse Effect on PRO. Such term shall include, but not be limited to, any Contract containing any covenant (A) limiting the right of PRO to engage in any material line of business, make use of any material Intellectual Property or compete with any Person in any material line of business, (B) granting any exclusive distribution or supply rights, or (C) otherwise having an adverse effect on the right of PRO to sell, distribute or manufacture any material products or services or to purchase or otherwise obtain any material software, components, parts or subassemblies.

3.14 DISCLOSURE. None of the information supplied or to be supplied by or on behalf of PRO for inclusion or incorporation by reference in the Registration Statement will, at the time the Registration Statement becomes effective under the Securities Act, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading. None of the information supplied or to be supplied by or on behalf of PRO for inclusion or incorporation by reference in the Prospectus/Proxy Statement, will, at the time the Prospectus/Proxy Statement is mailed to the stockholders of PRO or IPBG, at the time of the PRO Stockholders' Meeting or IPBG Stockholders' Meeting or as of the Effective Time, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading. The Prospectus/Proxy Statement, if any, will comply as to form in all material respects with the provisions of the Exchange Act and the rules and regulations promulgated by the SEC thereunder. Notwithstanding the foregoing, no representation or warranty is made by PRO with respect to statements made or incorporated by reference therein about IPBG supplied by IPBG for inclusion or incorporation by reference in any Registration Statement or any Prospectus/Proxy Statement.

3.15 BOARD APPROVAL. The Board of Directors of PRO has, by resolutions duly adopted by unanimous vote at a meeting of all Directors duly called and held and not subsequently rescinded or modified in any way (the "PRO BOARD APPROVAL") has duly (i) determined that the Merger is fair to, and in the best interests of, PRO and its stockholders and declared the Merger to be advisable, (ii) approved this Agreement, and (iii) recommended that the stockholders of PRO approve the Stock Issuance and directed that such matter be submitted to PRO's stockholders at the PRO Stockholders' Meeting.

3.16 FAIRNESS OPINION. PRO's Board of Directors has not requested a written opinion from investment or other counsel, to the effect that, as of such date, the Exchange Ratios are fair, from a financial point of view, to PRO.

ARTICLE IV CONDUCT PRIOR TO THE EFFECTIVE TIME

4.1 CONDUCT OF BUSINESS.

(a) **ORDINARY COURSE.** During the period from the date hereof and continuing until the earlier of the termination of this Agreement pursuant to its terms Effective Time, each of PRO and IPBG shall, except as otherwise expressly contemplated by this Agreement or to the extent that the other party hereto shall otherwise consent in writing, carry on its business, in all material respects, in the usual, regular and ordinary course, in substantially the same manner as heretofore conducted, and use all reasonable efforts consistent with past practices and policies to (i) preserve intact its present business organization, (ii) keep available the services of its present executive officers and key Employees, and (iii) preserve its relationships with customers, suppliers, licensors, licensees, and others with which it has business dealings.

(b) **REQUIRED CONSENT.** In addition, without limiting the generality of Section 4.1(a), except as permitted by the terms of this Agreement, without the prior written consent of the other party hereto, during the period from the date hereof and continuing until the earlier of the termination of this Agreement pursuant to its terms or the Effective Time, each of PRO and IPBG shall not do any of the following:

(i) Enter into any new line of business material to it;

(ii) Declare, set aside or pay any dividends on or make any other distributions (whether in cash, stock, equity securities or property) in respect of any capital stock or split, combine or reclassify any capital stock or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for any capital stock, other than declaration and payment of regular quarterly cash dividends on its Common Stock at a rate not in excess of the regular quarterly cash dividend most recently declared prior to the date hereof with the usual record and payment dates for such dividends in accordance with its past practice.

(iii) Purchase, redeem or otherwise acquire, directly or indirectly, any shares of its capital stock;

(iv) Issue, deliver, sell, authorize, pledge or otherwise encumber any shares of capital stock, Voting Debt or any securities convertible into shares of capital stock or Voting Debt, or subscriptions, rights, warrants or options to acquire any shares of capital stock or Voting Debt or any securities convertible into shares of capital stock or Voting Debt, or enter into other agreements or commitments of any character obligating it to issue any such securities or rights;

(v) Cause, permit or propose any amendments to its Charter Documents;

(vi) Acquire or agree to acquire by merging or consolidating with, or by purchasing any equity interest in or a portion of the assets of, or by any other manner, any business or any Person or division thereof, or otherwise acquire or agree to acquire any assets which are material, individually or in the aggregate, to its business;

(vii) Enter into any joint ventures, strategic partnerships or alliances that are material to any of its divisions or business units if such entry would (A) present a material risk of delaying the Merger or make it more difficult to obtain any Necessary Consent or (B) require a consent of the other party thereto to consummate the Merger;

(viii) Except as previously disclosed in the case of PRO, or herein by IPBG, in each case prior to the date hereof, sell, lease, license, mortgage or otherwise encumber or dispose of any properties or assets which are material, individually or in the aggregate, to its business, except in the ordinary course of business consistent with past practice;

(ix) Make any loans, advances or capital contributions to, or investments in, any other Person, other than: (A) employee loans or advances made in the ordinary course of business or (B) in the ordinary course of business consistent with past practice which are not, individually or in the aggregate, material to it (provided that none of such transactions referred to in this clause (B) presents a material risk of delaying the Merger or making it more difficult to obtain any Necessary Consent);

(x) Except as required by GAAP as concurred in by its independent auditors, make any material change in its methods or principles of accounting since the date of, in the case of IPBG, the IPBG Balance Sheet, and, in the case of PRO, the PRO Balance Sheet;

(xi) In the case of IPBG, make or change any material Tax election;

(xii) Settle any material claim (including any Tax claim), IPBG or proceeding involving money damages, except (A) in the ordinary course of business consistent with past practice or (B) to the extent subject to reserves existing as of the date hereof in accordance with GAAP;

(xiii) Except as required by Legal Requirements or Contracts currently binding on IPBG, (1) increase in any manner the amount of compensation or fringe benefits of, pay any bonus to or grant severance or termination pay to any executive officer or director of IPBG or key employee of IPBG or any material division or business unit of IPBG (collectively, "IPBG KEY EMPLOYEES") or materially increase the foregoing with respect to Employees of IPBG generally, (2) make any increase in or commitment to increase any IPBG Benefit Plan (including any severance plan), adopt or amend or make any commitment to adopt or amend any IPBG Benefit Plan or make any contribution, other than regularly scheduled contributions, to any IPBG Benefit Plan, (3) waive any stock repurchase rights, accelerate, amend or change the period of exercisability of IPBG Options or restricted stock, or reprice any IPBG Options or authorize cash payments in exchange for any IPBG Options, (4) enter into any employment, severance, termination or indemnification agreement with any IPBG Employee, (5) make any material oral or written representation or commitment with respect to any material aspect of any IPBG Benefit Plan that is not materially in accordance with the existing written terms and provision of such IPBG Benefit Plan, (6) grant any stock appreciation right, phantom stock award, stock-related award or performance award (whether payable in cash, shares or otherwise) (each, a "SAR") to any Person (including any IPBG Employee), or (7) enter into any agreement with any IPBG Employee the benefits of which are (in whole or in part) contingent or the terms of which are materially altered upon the occurrence of a transaction involving IPBG of the nature contemplated hereby;

(xiv) Subject PRO to any non-compete or other material restriction on any of their respective businesses following the Closing;

(xv) In the case of IPBG, enter into any agreement or commitment the effect of which would be to grant to a third party following the Merger any actual or potential right of license to any material Intellectual Property owned by PRO or to which PRO has a right of sublicense; or

(xvi) Agree in writing or otherwise to take any of the IPBGs described in (i) through (xv) above.

(c) **CONSULTATION.** In addition, without limiting the generality of Section 4.1(a) or Section 4.1(b), prior to taking any of the following IPBGs, the party seeking to do so shall first consult with the other party Chief Executive Officer or Chief Financial Officer or a designee thereof and shall in good faith consider the advice of such party with respect to such IPBG:

(i) Enter into any binding agreement, agreement in principle, letter of intent, memorandum of understanding or similar agreement with respect to any material joint venture, strategic partnership or alliance;

(ii) Enter into, modify or amend in a manner adverse in any material respect to such party, or terminate any IPBG Material Contract, in the case of IPBG, or PRO Material Contract, in the case of PRO or waive, release or assign any material rights or claims thereunder, in each case, in a manner adverse in any material respect to such party, other than any modification, amendment or termination of any such IPBG Material Contract or PRO Material Contract, as the case may be, in the ordinary course of business, consistent with past practice;

(iii) Grant any exclusive rights with respect to any material Intellectual Property of such party; or

(iv) Incur any indebtedness for borrowed money or guarantee any such indebtedness of another Person, issue or sell any debt securities or options, warrants, calls or other rights to acquire any debt securities of it, guarantee any debt securities of another Person, enter into any "keep well" or other agreement to maintain any financial statement condition of any other Person or enter into any arrangement having the economic effect of any of the foregoing(collectively"INDEBTEDNESS").

(v) Agree in writing or otherwise to take any of the IPBGs described in (i) through (iv) above.

(v) Agree in writing or otherwise to take any of the IPBGs described in (i) through (iv) above.

ARTICLE V ADDITIONAL AGREEMENTS

5.1 PROSPECTUS/PROXY STATEMENT; REGISTRATION STATEMENT.

The parties hereto do not contemplate and will not prepare and file with the SEC a Prospectus/Proxy Statement or Registration Statement in connection with the transactions provided for in this Agreement. Notwithstanding the foregoing, however, in the event legal counsel for either party shall conclude that such filings are required, as promptly as practicable after the execution of this Agreement, PRO and IPBG will prepare and file with the SEC a Prospectus and Proxy Statement, and PRO will prepare and file with the SEC a Registration

Statement in which the Prospectus/Proxy Statement is to be included as a prospectus. PRO and IPBG will provide each other with any information which may be required in order to effectuate the preparation and filing of the Prospectus/Proxy Statement and the Registration Statement pursuant to this Section 5.1. Each of PRO and IPBG will respond to any comments from the SEC, will use all reasonable efforts to cause the Registration Statement to be declared effective under the Securities Act as promptly as practicable after such filing and to keep the Registration Statement effective as long as is necessary to consummate the Merger and the transactions contemplated hereby. Each of PRO and IPBG will notify the other promptly upon the receipt of any comments from the SEC or its staff in connection with the filing of, or amendments or supplements to, the Registration Statement and/or the Prospectus/Proxy Statement. Whenever any event occurs which is required to be set forth in an amendment or supplement to the Prospectus/Proxy Statement, the Registration Statement, PRO or IPBG, as the case may be, will promptly inform the other of such occurrence and cooperate in filing with the SEC or its staff, and/or mailing to stockholders of PRO and/or IPBG, such amendment or supplement. Each of PRO and IPBG shall cooperate and provide the other (and its counsel) with a reasonable opportunity to review and comment on any amendment or supplement to the Registration Statement and Prospect/Proxy Statement prior to filing such with the SEC, and will provide each other with a copy of all such filings made with the SEC. Each of PRO and IPBG will cause the Prospectus/Proxy Statement to be mailed to its respective stockholders at the earliest practicable time after the Registration Statement is declared effective by the SEC. PRO shall also use all reasonable efforts to take any IPBG required to be taken by it under any applicable state securities laws in connection with the issuance of PRO Common Stock in the Merger and the conversion of IPBG Options into options to acquire PRO Common Stock, and IPBG shall furnish any information concerning IPBG and the holders of IPBG Common Stock and IPBG Options as may be reasonably requested in connection with any such IPBG.

5.2 MEETINGS OF STOCKHOLDERS; BOARD RECOMMENDATION.

(a) **MEETING OF STOCKHOLDERS.** PRO and IPBG will take all IPBG necessary action in accordance with Florida Law and Nevada Law and its respective Certificate of Incorporation and Bylaws to call, hold and convene a meeting of its respective stockholders to consider, in the case of PRO the Stock Issuance, and, in the case of IPBG, adoption and approval of this Agreement and approval of the Merger (each, a "STOCKHOLDERS' MEETING") to be held as promptly as practicable. Each of PRO and IPBG will use all reasonable efforts to hold their respective Stockholders' Meetings on the same date. Subject to Section 5.3(d), each of PRO and IPBG will use all reasonable efforts to solicit from its respective stockholders proxies in favor of, in the case of PRO the Stock Issuance, and, in the case of IPBG, the adoption and approval of this Agreement and the approval of the Merger, and will take all other IPBG necessary or advisable to secure the vote or consent of their respective stockholders required by Florida Law and Nevada Law to obtain such approvals. Notwithstanding anything to the contrary contained in this Agreement, PRO or IPBG, as the case may be, may adjourn or postpone its Stockholders' Meeting to the extent necessary to ensure that any necessary supplement or amendment to the Prospectus/Proxy Statement is provided to its respective stockholders in advance of a vote on the Merger and this Agreement or, if as of the time for which the Stockholders' Meeting is originally scheduled (as set forth in the Prospectus/Proxy Statement) there are insufficient shares of Common Stock of PRO or IPBG, as the case may be, represented (either in person or by proxy) to constitute a quorum necessary to conduct the business of such Stockholders' Meeting. Each of PRO and IPBG shall ensure that its respective Stockholders' Meeting is called, noticed, convened, held and conducted, and that all proxies solicited by its in connection with the Stockholders' Meeting are solicited in compliance

with Nevada Law and Nevada Law, as applicable, its Certificate of Incorporation and Bylaws, and all other applicable Legal Requirements.

(b) **BOARD RECOMMENDATION.** Except to the extent expressly permitted by Section 5.3(d): (i) the Board of Directors of each of PRO and IPBG shall recommend that the respective stockholders of PRO and IPBG vote in favor of, in the case of PRO the Stock Issuance, and, in the case of IPBG, adoption and approval of this Agreement and approval of the Merger, at their respective Stockholders' Meetings, (ii) the Prospectus/Proxy Statement shall include a statement to the effect that the Board of Directors of PRO has recommended that PRO's stockholders vote in favor of the Stock Issuance at the PRO Stockholders' Meeting and the Board of Directors of IPBG has recommended that IPBG's stockholders vote in favor of adoption and approval of this Agreement and approval of the Merger at the IPBG Stockholders' Meeting, and (iii) neither the Board of Directors of PRO or IPBG nor any committee thereof shall withdraw, amend or modify, or propose or resolve to withdraw, amend or modify in a manner adverse to the other party, the recommendation of its respective Board of Directors that the respective stockholders of PRO and IPBG vote in favor of, in the case of PRO the Stock Issuance, and, in the case of IPBG, adoption and approval of this Agreement and the Merger.

5.3 ACQUISITION PROPOSALS.

(a) **NO SOLICITATION.** Each of PRO and IPBG agrees that neither it nor any of the officers and directors of it shall, and that it shall use all reasonable efforts to cause its Employees, agents and representatives (including any investment banker, attorney or accountant retained by it) not to (and shall not authorize any of them to) directly or indirectly: (i) solicit, initiate, encourage, knowingly facilitate or induce any inquiry with respect to, or the making, submission or announcement of, any Acquisition Proposal (as defined in Section 5.3(g)) with respect to itself, (ii) participate in any discussions or negotiations regarding, or furnish to any Person any nonpublic information with respect to, or take any other IPBG to facilitate any inquiries or the making of any proposal that constitutes or may reasonably be expected to lead to, any Acquisition Proposal with respect to itself, (iii) engage in discussions with any Person with respect to any Acquisition Proposal with respect to itself, except as to the existence of these provisions, (iv) approve, endorse or recommend any Acquisition Proposal with respect to itself (except to the extent specifically permitted pursuant to Section 5.3(d)), or (v) enter into any letter of intent or similar document or any contract agreement or commitment contemplating or otherwise relating to any Acquisition Proposal or transaction contemplated thereby with respect to itself. PRO and IPBG, as the case may be, will each immediately cease any and all existing activities, discussions or negotiations with any third parties conducted heretofore with respect to any Acquisition Proposal with respect to itself.

(b) NOTIFICATION OF UNSOLICITED ACQUISITION PROPOSALS.

(i) As promptly as practicable after receipt of any Acquisition Proposal or any request for nonpublic information or inquiry which it reasonably believes would lead to an Acquisition Proposal, PRO or IPBG, as the case may be, shall provide the other party hereto with oral and written notice of the material terms and conditions of such Acquisition Proposal, request or inquiry, and the identity of the Person or group making any such Acquisition Proposal, request or inquiry and a copy of all written materials provided in connection with such Acquisition Proposal, request or inquiry. The recipient of the Acquisition Proposal, request or

inquiry shall provide the other party hereto as promptly as practicable oral and written notice setting forth all such information as is reasonably necessary to keep the other party informed in all material respects of the status and details (including material amendments or proposed material amendments) of any such Acquisition Proposal, request or inquiry and shall promptly provide to the other party hereto a copy of all written materials subsequently provided in connection with such Acquisition Proposal, request or inquiry.

(ii) PRO or IPBG, as the case may be, shall provide the other party hereto with forty-eight (48) hours prior notice (or such lesser prior notice as is provided to the members of its Board of Directors) of any meeting of its Board of Directors at which its Board of Directors is reasonably expected to consider any Acquisition Proposal.

(c) **SUPERIOR OFFERS.** Notwithstanding anything to the contrary contained in Section 5.3(a), in the event that PRO or IPBG, as the case may be, receives an unsolicited, bona fide written Acquisition Proposal with respect to itself from a third party that its Board of Directors has in good faith concluded (following the receipt of the advice of its outside legal counsel and its financial advisor), is, or is reasonably likely to result in, a Superior Offer (as defined in Section 5.3(g)), it may then take the following IPBGs (but only if and to the extent that its Board of Directors concludes in good faith, following the receipt of advice of its outside legal counsel, that the failure to do so is reasonably likely to result in a breach of its fiduciary obligations under applicable law):

(i) Furnish nonpublic information to the third party making such Acquisition Proposal, PROVIDED that (A) (1) concurrently with furnishing any such nonpublic information to such party, it gives the other party hereto written notice of its intention to furnish nonpublic information and (2) it receives from the third party an executed confidentiality agreement containing customary limitations on the use and disclosure of all nonpublic written and oral information furnished to such third party on its behalf, the terms of which are at least as restrictive as the terms contained in the Confidentiality Agreement (as defined in Section 5.4) and (B) contemporaneously with furnishing any such nonpublic information to such third party, it furnishes such nonpublic information to the other party hereto (to the extent such nonpublic information has not been previously so furnished); and

(ii) Engage in negotiations with the third party with respect to the Acquisition Proposal, PROVIDED that concurrently with entering into negotiations with such third party, it gives the other party hereto written notice of its intention to enter into negotiations with such third party.

(d) **CHANGES OF RECOMMENDATION.** In response to the receipt of a Superior Offer, the Board of Directors of PRO or IPBG, as the case may be, may withhold, withdraw, amend or modify its recommendation in favor of the Merger, and, in the case of a Superior Offer that is a tender or exchange offer made directly to its stockholders, may recommend that its stockholders accept the tender or exchange offer (any of the foregoing actions, whether by a Board of Directors or a committee thereof, a "CHANGE OF RECOMMENDATION"), if all of the following conditions in clauses (i) through (v) are met:

(i) A Superior Offer with respect to it has been made and has not been withdrawn;

(ii) Its Stockholders' Meeting has not occurred;

(iii) It shall have (A) provided to the other party hereto written notice which shall state expressly (1) that it has received a Superior Offer, (2) the material terms and conditions of the Superior Offer and the identity of the Person or group making the Superior Offer, and (3) that it intends to effect a Change of Recommendation and the manner in which it intends to do so, (B) provided to the other party hereto a copy of all written materials delivered to the Person or group making the Superior Offer in connection with such Superior Offer, and (C) made available to the other party hereto all materials and information made available to the Person or group making the Superior Offer in connection with such Superior Offer;

(iv) Its Board of Directors has concluded in good faith, after receipt of advice of its outside legal counsel, that, in light of such Superior Offer, the failure of the Board of Directors to effect a Change of Recommendation is reasonably likely to result in a breach of its fiduciary obligations to its stockholders under applicable law; and

(v) It shall not have breached in any material respect any of the provisions set forth in Section 5.2 or this Section 5.3.

(e) CONTINUING OBLIGATION TO CALL, HOLD AND CONVENE STOCKHOLDERS' MEETING; NO OTHER VOTE. Notwithstanding anything to the contrary contained in this Agreement, the obligation of PRO or IPBG, as the case may be, to call, give notice of, convene and hold its Stockholders' Meeting shall not be limited or otherwise affected by the commencement, disclosure, announcement or submission to it of any Acquisition Proposal with respect to it, or by any Change of Recommendation. Neither PRO nor IPBG shall submit to the vote of its respective stockholders any Acquisition Proposal, or propose to do so.

(f) COMPLIANCE WITH TENDER OFFER RULES. Nothing contained in this Agreement shall prohibit either party or its respective Board of Directors from taking and disclosing to its stockholders a position contemplated by Rules 14d-9 and 14e-2(a) promulgated under the Exchange Act; PROVIDED that the content of any such disclosure thereunder shall be governed by the terms of this Agreement. Without limiting the foregoing proviso, neither party shall effect a Change of Recommendation unless specifically permitted pursuant to the terms of Section 5.3(d).

(g) CERTAIN DEFINITIONS. For purposes of this Agreement, the following terms shall have the following meanings:

(i) **"ACQUISITION PROPOSAL,"** with respect to a party, shall mean any offer or proposal, relating to any transIPBG or series of related transactions involving: (A) any purchase from such party or acquisition by any Person or "group" (as defined under Section 13(d) of the Exchange Act and the rules and regulations thereunder) of more than a ten percent (10%) interest in the total outstanding voting securities of such party or any tender offer or exchange offer that if consummated would result in any Person or group beneficially owning ten percent (10%) or more of the total outstanding voting securities of such party or any merger, consolidation, business combination or similar transaction involving such party, (B) any sale, lease (other than in the ordinary course of business), exchange, transfer, license (other than in the ordinary course of business), acquisition or disposition of more than ten percent (10%) of the assets of such party, or (C) any liquidation or dissolution of such party (PROVIDED,

HOWEVER, a PRO Permitted Acquisition shall not be deemed an Acquisition Proposal with respect to PRO and an IPBG Permitted Acquisition shall not be deemed an Acquisition Proposal with respect to IPBG and the transactions contemplated hereby shall not be deemed an Acquisition Proposal in any case); and

(ii) **"SUPERIOR OFFER,"** with respect to a party, shall mean an unsolicited, bona fide written offer made by a third party to acquire, directly or indirectly, pursuant to a tender offer, exchange offer, merger, consolidation or other business combination, all or substantially all of the assets of such party or a majority of the total outstanding voting securities of such party and as a result of which the stockholders of such party immediately preceding such transaction would hold less than fifty percent (50%) of the equity interests in the surviving or resulting entity of such transaction or any direct or indirect parent or subsidiary thereof, on terms that the Board of Directors of such party has in good faith concluded (following the receipt of advice of its outside legal counsel and its financial adviser), taking into account, among other things, all legal, financial, regulatory and other aspects of the offer and the Person making the offer, to be more favorable, from a financial point of view, to such party's stockholders (in their capacities as stockholders) than the terms of the Merger and is reasonably capable of being consummated.

5.4 CONFIDENTIALITY; ACCESS TO INFORMATION; NO MODIFICATION OF REPRESENTATIONS, WARRANTIES OR COVENANTS.

(a) **CONFIDENTIALITY.** The parties acknowledge that IPBG and PRO have not previously executed a Letter of Intent relating to the confidentiality and disclosure of certain information provided by one party to the other. However, if executed a Confidentiality Agreement will continue in full force and effect in accordance with its terms and each of PRO and IPBG will hold, and will cause its respective directors, officers, Employees, agents and advisors (including attorneys, accountants, consultants, bankers and financial advisors) to hold, any Evaluation Material (as defined in the Confidentiality Agreement) confidential in accordance with the terms of the Confidentiality Agreement.

(b) **ACCESS TO INFORMATION.** Each of IPBG and PRO will afford the other and the other's accountants, counsel and other representatives reasonable access during normal business hours to its properties, books, records and personnel during the period prior to the Effective Time to obtain all information concerning its business, including the status of product development efforts, properties, results of operations and personnel, as such other party may reasonably request, and, during such period, upon request by the other party hereto, each of PRO on the one hand, and IPBG, on the other hand, shall: PROVIDED, HOWEVER, that any party may restrict the foregoing access to the extent that any law, treaty, rule or regulation of any Governmental Entity applicable to such party requires such party or its Subsidiaries to restrict or prohibit access to any such properties or information.

(c) **NO MODIFICATION OF REPRESENTATIONS AND WARRANTIES OR COVENANTS.** No information or knowledge obtained in any investigation or notification pursuant to this Section 5.4, Section 5.6 or Section 5.7 shall affect or be deemed to modify any representation or warranty contained herein, the covenants or agreements of the parties hereto or the conditions to the obligations of the parties hereto under this Agreement.

5.5. PUBLIC DISCLOSURE. Without limiting any other provision of this Agreement, PRO and IPBG will consult with each other before issuing, and provide each other the opportunity to review, comment upon and concur with, and use all reasonable efforts to agree on any press release or public statement with respect to this Agreement and the transactions contemplated hereby, including the Merger, and any Acquisition Proposal and will not issue any such press release or make any such public statement prior to such consultation and (to the extent practicable) agreement, except as may be required by law. The parties have agreed to the text of the joint press release announcing the signing of this Agreement.

5.6 REGULATORY FILINGS; REASONABLE EFFORTS.

(a) REGULATORY FILINGS. Each of PRO and IPBG shall coordinate and cooperate with one another and shall each use all reasonable efforts to comply with, and shall each refrain from taking any IPBG that would impede compliance with, all Legal Requirements, and as promptly as practicable after the date hereof, each of PRO and IPBG shall make all filings, notices, petitions, statements, registrations, submissions of information, application or submission of other documents required by any Governmental Entity in connection with the Merger and the transactions contemplated hereby, including, (i) any filing necessary to obtain any Necessary Consent, (ii) and (iii) any filings required under the Securities Act, the Exchange Act, any applicable state or securities or "blue sky" laws and the securities laws of any foreign country, or any other Legal Requirement relating to the Merger. Each of PRO and IPBG will cause all documents that it is responsible for filing with any Governmental Entity under this Section 5.6(a) to comply in all material respects with all applicable Legal Requirements.

(b) EXCHANGE OF INFORMATION. PRO and IPBG each shall promptly supply the other with any information which may be required in order to effectuate any filings or application pursuant to Section 5.6(a). Except where prohibited by applicable Legal Requirements, and subject to the Confidentiality Agreement, each of IPBG and PRO shall consult with the other prior to taking a position with respect to any such filing, shall permit the other to review and discuss in advance, and consider in good faith the views of the other in connection with any analyses, appearances, presentations, memoranda, briefs, white papers, arguments, opinions and proposals before making or submitting any of the foregoing to any Governmental Entity by or on behalf of any party hereto in connection with any investigations or proceedings in connection with this Agreement or the transactions contemplated hereby (including under any antitrust or fair trade Legal Requirement), coordinate with the other in preparing and exchanging such information and promptly provide the other (and its counsel) with copies of all filings, presentations or submissions (and a summary of any oral presentations) made by such party with any Governmental Entity in connection with this Agreement or the transactions contemplated hereby, PROVIDED that with respect to any such filing, presentation or submission, each of PRO and IPBG need not supply the other (or its counsel) with copies (or in case of oral presentations, a summary) to the extent that any law, treaty, rule or regulation of any Governmental Entity applicable to such party requires such party to restrict or prohibit access to any such properties or information.

(c) NOTIFICATION. Each of PRO and IPBG will notify the other promptly upon the receipt of: (i) any comments from any officials of any Governmental Entity in connection with any filings made pursuant hereto and (ii) any request by any officials of any Governmental Entity for amendments or supplements to any filings made pursuant to, or information provided to comply in all material respects with, any Legal Requirements. Whenever

any event occurs that is required to be set forth in an amendment or supplement to any filing made pursuant to Section 5.6(a). PRO or IPBG, as the case may be, will promptly inform the other of such occurrence and cooperate in filing with the applicable Governmental Entity such amendment or supplement.

(d) REASONABLE EFFORTS. Subject to the express provisions of Section 5.2 and Section 5.3 hereof and upon the terms and subject to the conditions set forth herein, each of the parties agrees to use all reasonable efforts to take, or cause to be taken, all IPBGs, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the Merger and the other transactions contemplated by this Agreement, including using all reasonable efforts to accomplish the following: (i) the taking of all reasonable acts necessary to cause the conditions precedent set forth in Article VI to be satisfied, (ii) the obtaining of all necessary IPBGs or nonIPBGs, waivers, consents, approvals, orders and authorizations from Governmental Entities and the making of all necessary registrations, declarations and filings (including registrations, declarations and filings with Governmental Entities, if any) and the taking of all reasonable steps as may be necessary to avoid any suit, claim, IPBG, investigation or proceeding by any Governmental Entity, (iii) the obtaining of all necessary consents, approvals or waivers from third parties, including all Necessary Consents, (iv) the defending of any suits, claims, IPBGs, investigations or proceedings, whether judicial or administrative, challenging this Agreement or the consummation of the transactions contemplated hereby, including seeking to have any stay or temporary restraining order entered by any court or other Governmental Entity vacated or reversed, and (v) the execution or delivery of any additional instruments necessary to consummate the transactions contemplated by, and to fully carry out the purposes of, this Agreement. In connection with and without limiting the foregoing, IPBG and its Board of Directors shall, if any takeover statute or similar Legal Requirement is or becomes applicable to the Merger, this Agreement or any of the transactions contemplated by this Agreement, use all reasonable efforts to ensure that the Merger and the other transactions contemplated by this Agreement may be consummated as promptly as practicable on the terms contemplated by this Agreement and otherwise to minimize the effect of such Legal Requirement on the Merger, this Agreement and the transactions contemplated hereby.

5.7 NOTIFICATION OF CERTAIN MATTERS.

(a) BY IPBG . IPBG shall give prompt notice to PRO if any representation or warranty made by it contained in this Agreement becoming untrue or inaccurate, or any failure of IPBG to comply with or satisfy in any material respect any covenant, condition or agreement to be complied with or satisfied by it under this Agreement, in each case, such that the conditions set forth in Section 6.3(a) or 6.3(b) would not be satisfied.

(b) BY PRO. PRO shall give prompt notice to IPBG of any representation or warranty made by it contained in this Agreement becoming untrue or inaccurate, or any failure of PRO to comply with or satisfy in any material respect any covenant, condition or agreement to be complied with or satisfied by it under this Agreement, in each case, such that the conditions set forth in Section 6.2(a) or 6.2(b) would not be satisfied.

5.8 THIRD-PARTY CONSENTS. As soon as practicable following the date hereof, PRO and IPBG will each use all reasonable efforts to obtain any material consents,

waivers and approvals under any of its respective Contracts required to be obtained in connection with the consummation of the transactions contemplated hereby.

5.9 FOUNDERS SHARES REGISTRATION RIGHTS AGREEMENT. There are no Founders Shares Registration Rights Agreements.

5.10 INDEMNIFICATION.

(a) **INDEMNITY.** From and after the Effective Time, IPBG will fulfill and honor in all respects the obligations of PRO pursuant to any indemnification agreements between PRO and its directors and officers immediately prior to the Effective Time (the "INDEMNIFIED PARTIES"), subject to applicable law. The Certificate of Incorporation and Bylaws of IPBG will, if necessary, be amended to contain provisions with respect to exculpation and indemnification that are at least as favorable to the Indemnified Parties as those contained in the Certificate of Incorporation and Bylaws of PRO as in effect on the date hereof, which provisions will not be amended, repealed or otherwise modified for a period of six years from the Effective Time in any manner that would adversely affect the rights thereunder of individuals who, immediately prior to the Effective Time, were directors, officers, employees or agents of PRO, unless such modification is required by law.

(b) **THIRD-PARTY BENEFICIARIES.** This Section 5.11 is intended to be for the benefit of, and shall be enforceable by the Indemnified Parties and their heirs and personal representatives and shall be binding on IPBG and its successors and assigns. In the event IPBG or its successor or assign (i) consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity in such consolidation or merger or (ii) transfers all or substantially all of its properties and assets to any Person, then, and in each case, proper provision shall be made so that the successor and assign of IPBG honor the obligations set forth with respect to IPBG in this Section 5.11.

5.11 OTC BB LISTING. From and after the Effective Time, IPBG may use reasonable efforts to secure the trading of shares of IPBG Common Stock in the over the counter bulletin board market and to change the symbol by which such stock trades to one that is available for use as determined by the National Association of Securities Dealers, Inc., and that has been agreed upon by the parties hereto, bearing in mind that the surviving corporation shall be known as International Pit Boss, inc., subject to official notice of issuance.

5.12 IPBG AFFILIATES; RESTRICTIVE LEGEND. IPBG will use all reasonable efforts to deliver or cause to be delivered to PRO as promptly as practicable on or following the date hereof, from each person who may reasonably be deemed to be an affiliate of IPBG for purposes of Rule 145 promulgated under the Securities Act an executed affiliate agreement pursuant to which such affiliate shall agree to be bound by the provision of Rule 145 promulgated under the Securities Act in a form provided by IPBG and reasonably acceptable to PRO. IPBG will give stop transfer instructions to its transfer agent with respect to any IPBG Common Stock received pursuant to the Merger by any stockholder of PRO who may reasonably be deemed to be an affiliate of PRO for purposes of Rule 145 promulgated under the Securities Act and there will be placed on the certificates representing such IPBG Common Stock, or any substitutions therefor, a legend stating in substance that the shares were issued in a transaction to which Rule 145 promulgated under the Securities Act applies and may only be transferred (i) in conformity with Rule 145 or (ii) in accordance with a written opinion of counsel, reasonably

acceptable to IPBG in form and substance that such transfer is exempt from registration under the Securities Act.

5.13 TREATMENT AS REORGANIZATION. Neither PRO nor IPBG shall take any action prior to or following the Closing that would reasonably be expected to cause the Merger to fail to qualify as a reorganization with the meaning of Section 368(a) of the Code.

5.14 SECTION 16 MATTERS. Prior to the Effective Time, PRO and IPBG shall take all such steps as may be required (to the extent permitted under applicable law) to cause any dispositions of PRO Common Stock (including derivative securities with respect to PRO Common Stock) or acquisitions of IPBG Common Stock (including derivative securities with respect to IPBG Common Stock) resulting from the transactions contemplated by Article I of this Agreement by each individual who is subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to IPBG to be exempt under Rule 16b-3 promulgated under the Exchange Act.

5.15 CONVEYANCE TAXES. PRO and IPBG shall cooperate in the preparation, execution and filing of all returns, questionnaires, applications or other documents regarding any real property transfer or gains, sales, use, transfer, value added, stock transfer or stamp taxes, any transfer, recording, registration or other fees or any similar taxes which become payable in connection with the transactions contemplated by this Agreement that are required or permitted to be filed on or before the Effective Time. All such taxes will be paid by the party bearing the legal responsibility for such payment; PROVIDED, HOWEVER, that, as between PRO and IPBG, PRO shall pay on behalf of those Persons holding PRO Common Stock immediately prior to the Effective Time any estate transfer or similar Taxes payable by such Person in connection with Merger.

ARTICLE VI CONDITIONS TO THE MERGER

6.1 CONDITIONS TO THE OBLIGATIONS OF EACH PARTY TO EFFECT THE MERGER. The respective obligations of each party to this Agreement to effect the Merger shall be subject to the satisfaction at or prior to the Closing Date of the following conditions:

(a) **STOCKHOLDER APPROVAL.** This Agreement shall have been approved and adopted, and the Merger shall have been duly approved, by the requisite vote or consent under applicable law, by the stockholders of PRO and the Stock Issuance shall have been approved by the stockholders of IPBG.

(b) **NO ORDER.** No Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, executive order, decree, injunction or other order (whether temporary, preliminary or permanent) which (i) is in effect and (ii) has the effect of making the Merger illegal or otherwise prohibiting consummation of the Merger (which illegality or prohibition would have a material impact on PRO on a combined basis with IPBG, if the Merger were consummated notwithstanding such statute, rule, regulation, executive order, decree, injunction or other order).

(c) **NO GOVERNMENTAL RESTRICTION.** There shall not be any pending or overtly threatened suit, action or proceeding asserted by any Governmental Authority (i) challenging or seeking to restrain or prohibit the consummation of the Merger or any of the other transactions contemplated by this Agreement, the effect of which restraint or prohibition if obtained would cause the condition set forth in Section 6.1(b) to not be satisfied or (ii) seeking to require PRO or IPBG or any affiliate to effect a Restricted Divestiture.

6.2 ADDITIONAL CONDITIONS TO THE OBLIGATIONS OF PRO. The obligation of PRO to consummate and effect the Merger shall be subject to the satisfaction at or prior to the Closing Date of each of the following conditions, any of which may be waived, exclusively by IPBG:

(a) **REPRESENTATIONS AND WARRANTIES.** The representations and warranties of PRO contained in this Agreement shall be true and correct on the date hereof and as of the Closing Date with the same force and effect as if made on the Closing Date (except that those representations and warranties which address matters only as of a particular date shall have been true and correct only on such date), except, in each case, or in the aggregate, as does not constitute a Material Adverse Effect on PRO at the Closing Date. IPBG need not receive a certificate with respect to the foregoing signed on behalf of PRO with respect to the representations and warranties of PRO by an authorized senior executive officer of PRO.

(b) **AGREEMENTS AND COVENANTS.** PRO shall have performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by it on or prior to the Closing Date, and IPBG need not have received a certificate with respect to the foregoing signed on behalf of PRO with respect to the covenants of PRO by an authorized senior executive officer of PRO.

(c) **MATERIAL ADVERSE EFFECT.** No Material Adverse Effect on PRO shall have occurred since the date hereof and be continuing.

6.3 ADDITIONAL CONDITIONS TO THE OBLIGATIONS OF PRO. The obligations of PRO to consummate and effect the Merger shall be subject to the satisfaction at or prior to the Closing Date of each of the following conditions, any of which may be waived, in writing, exclusively by IPBG:

(a) **REPRESENTATIONS AND WARRANTIES.** The representations and warranties of PRO contained in this Agreement shall be true and correct on the date hereof and as of the Closing Date with the same force and effect as if made on the Closing Date (except that those representations and warranties which address matters only as of a particular date shall have been true and correct only on such date), except, in each case, or in the aggregate, as does not constitute a Material Adverse Effect on PRO at the Closing Date. IPBG need not have received a certificate with respect to the foregoing signed on behalf of PRO by an authorized senior executive officer of PRO.

(b) **AGREEMENTS AND COVENANTS.** PRO shall have performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by it at or prior to the Closing Date, and IPBG shall have received a certificate to such effect signed on behalf of PRO by an authorized senior executive officer of PRO.

(c) **MATERIAL ADVERSE EFFECT.** No Material Adverse Effect on PRO shall have occurred since the date hereof and be continuing.

ARTICLE VII TERMINATION, AMENDMENT AND WAIVER

7.1 TERMINATION. This Agreement may be terminated at any time prior to the Effective Time, by IPBG taken or authorized by the Board of Directors of the terminating party or parties, and except as provided below, whether before or after the requisite approvals of the stockholders of IPBG or PRO:

(a) by mutual written consent duly authorized by the Boards of Directors of PRO and IPBG;

(b) by either IPBG or PRO if the Merger shall not have been consummated by October 31, 2002, (which date shall be extended to November 10, 2002, if the Merger shall not have been consummated as of the result of a failure to satisfy the conditions set forth in Section 6.1(b) or Section 6.1(d)) (as appropriate, the "END DATE"); PROVIDED, HOWEVER, that the right to terminate this Agreement under this Section 7.1(b) shall not be available to any party whose action or failure to act has been a principal cause of or resulted in the failure of the Merger to occur on or before such date and such IPBG or failure to act constitutes a material breach of this Agreement;

(c) by either IPBG or PRO if a Governmental Entity shall have issued an order, decree or ruling or taken any other action (including the failure to have taken an action), in any case having the effect of permanently restraining, enjoining or otherwise prohibiting the Merger, which order, decree, ruling or other action is final and nonappealable;

(d) by either IPBG or PRO if the required approval of the stockholders of PRO contemplated by this Agreement shall not have been obtained by reason of the failure to obtain the required vote of PRO stockholders therefor or at any adjournment thereof; PROVIDED, HOWEVER, that the right to terminate this Agreement under this Section 7.1(d) shall not be available to PRO where the failure to obtain PRO stockholder approval shall have been caused by the IPBG or failure to act of PRO and such IPBG or failure to act constitutes a material breach by PRO of this Agreement;

(e) by either IPBG or PRO if the required approval of the stockholders of PRO contemplated by this Agreement shall not have been obtained by reason of the failure to obtain the required vote at a meeting of the IPBG stockholders duly convened therefore or at any adjournment thereof; PROVIDED, HOWEVER, that the right to terminate this Agreement under this Section 7.1(e) shall not be available to IPBG where the failure to obtain IPBG stockholder approval shall have been caused by the IPBG or failure to act of IPBG and such IPBG or failure to act constitutes a material breach by IPBG of this Agreement;

(f) by PRO (at any time prior to the adoption and approval of this Agreement and the Merger by the required vote of the stockholders of IPBG) if a Triggering Event (as defined below in this Section 7.1) with respect to IPBG shall have occurred;

(g) by IPBG (at any time prior to the adoption and approval of this Agreement and the Merger by the required vote of the stockholders of PRO) if a Triggering Event with respect to PRO shall have occurred;

(h) by IPBG, upon a breach of any representation, warranty, covenant or agreement on the part of PRO set forth in this Agreement, or if any representation or warranty of PRO shall have become untrue, in either case such that the conditions set forth in Section 6.2(a) or Section 6.2(b) would not be satisfied as of the time of such breach or as of the time such representation or warranty shall have become untrue, PROVIDED that if such inaccuracy in PRO's representations and warranties or breach by PRO is curable by PRO prior to the End Date through the exercise of reasonable efforts, then IPBG may not terminate this Agreement under this Section 7.1(h) prior to sixty (60) days following the receipt of written notice from IPBG to PRO of such breach, PROVIDED that PRO continues to exercise all reasonable efforts to cure such breach through such sixty (60) day period (it being understood that IPBG may not terminate this Agreement pursuant to this paragraph (h) if it shall have materially breached this Agreement or if such breach by PRO is cured within such sixty (60) day period);

(i) by PRO upon a breach of any representation, warranty, covenant or agreement on the part of IPBG set forth in this Agreement, or if any representation or warranty of IPBG shall have become untrue, in either case such that the conditions set forth in Section 6.3(a) or Section 6.3(b) would not be satisfied as of the time of such breach or as of the time such representation or warranty shall have become untrue, PROVIDED, that if such inaccuracy in IPBG's representations and warranties or breach by IPBG is curable by IPBG prior to the End Date through the exercise of reasonable efforts, then PRO may not terminate this Agreement under this Section 7.1(i) prior to the End Date sixty (60) days following the receipt of written notice from PRO to IPBG of such breach, PROVIDED that IPBG continues to exercise all reasonable efforts to cure such breach through such sixty (60) day period (it being understood that PRO may not terminate this Agreement pursuant to this paragraph (i) if it shall have materially breached this Agreement or if such breach by IPBG is cured within such sixty (60) day period);

(j) by PRO if a Material Adverse Effect on IPBG shall have occurred since the date hereof; and

(k) by IPBG, if a Material Adverse Effect on PRO shall have occurred since the date hereof.

For the purposes of this Agreement, a "TRIGGERING EVENT," with respect to a party hereto, shall be deemed to have occurred if: (i) its Board of Directors shall for any reason have withdrawn or shall have amended or modified in a manner adverse to the other party hereto its recommendation in favor of, the adoption and approval of the Agreement or the approval of the Merger, (ii) it shall have failed to include in the Prospectus/Proxy Statement, if required, the recommendation of its Board of Directors in favor of the adoption and approval of the Agreement and the approval of the Merger, (iii) its Board of Directors fails to reaffirm (publicly, if so requested) its recommendation in favor of the adoption and approval of the Agreement and the approval of the Merger within ten (10) calendar days after the other party hereto requests in writing that such recommendation be reaffirmed, (iv) its Board of Directors or any committee thereof shall have approved or recommended any Acquisition Proposal, or (v) a tender or exchange offer relating to its securities shall have been commenced by a Person unaffiliated with the other party hereto and it shall not have sent to its security holders pursuant to Rule 14e-2 promulgated under the Securities Act, within ten (10) business days after such tender or exchange

offer is first published, sent or given, a statement disclosing that the Board of Directors of such party recommends rejection of such tender or exchange offer.

7.2 NOTICE OF TERMINATION; EFFECT OF TERMINATION. Any termination of this Agreement under Section 7.1 above will be effective immediately upon the delivery of a valid written notice of the terminating party to the other party hereto. In the event of the termination of this Agreement as provided in Section 7.1, this Agreement shall be of no further force or effect, except (i) as set forth in Section 5.4(a), this Section 7.2, Section 7.3 and Article VIII, each of which shall survive the termination of this Agreement and (ii) nothing herein shall relieve any party from liability for any willful breach of this Agreement. No termination of this Agreement shall affect the obligations of the parties contained in the Confidentiality Agreement, all of which obligations shall survive termination of this Agreement in accordance with their terms.

7.3 FEES AND EXPENSES. All fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expenses whether or not the Merger is consummated.

7.4 AMENDMENT. Subject to applicable law, this Agreement may be amended by the parties hereto, by IPBG taken or authorized by their respective Boards of Directors, at any time before or after approval of the matters presented in connection with the Merger by the stockholders of PRO and IPBG, PROVIDED, after any such approval, no amendment shall be made which by law or in accordance with the rules of any relevant stock exchange requires further approval by such stockholders without such further stockholder approval. This Agreement may not be amended except by execution of an instrument in writing signed on behalf of each of PRO and IPBG.

7.5 EXTENSION; WAIVER. At any time prior to the Effective Time either party hereto, by PRO taken or authorized by their respective Board of Directors, may, to the extent legally allowed: (i) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (ii) waive any inaccuracies in the representations and warranties made to such party contained herein or in any document delivered pursuant hereto, and (iii) waive compliance with any of the agreements or conditions for the benefit of such party contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party. Delay in exercising any right under this Agreement shall not constitute a waiver of such right.

ARTICLE VIII GENERAL PROVISIONS

8.1 SURVIVAL OF REPRESENTATIONS AND WARRANTIES. The representations and warranties of IPBG and PRO contained in this Agreement, or any instrument delivered pursuant to this Agreement, shall survive for two (2) years after the Effective Time, and the covenants that by their terms survive the Effective Time and this Article VIII shall survive the Effective Time.

8.2 NOTICES. All notices and other communications hereunder shall be in writing and shall be deemed duly given (i) on the date of delivery if delivered personally, (ii) on the date

of confirmation of receipt (or, the first business day following such receipt if the date is not a business day) of transmission by telecopy or telefacsimile, or (iii) on the date of confirmation of receipt (or, the first business day following such receipt if the date is not a business day) if delivered by a nationally recognized courier service. All notices hereunder shall be delivered as set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

(a) if to PRO to:

Pro Roads Systems, Inc.
8275 Eastern Avenue
Suite 210-73
Las Vegas, NV 89123
Attention: Chief Executive Officer

(b) if to IPBG, to:

International Pit Boss Gaming, Inc.
11300 West Olympic Blvd., Suite 800
Los Angeles, California 90064
Attention: Chief Executive Officer
Telephone No.: (310) 477-9742
Telecopy No.: (310) 473-1470

8.3 INTERPRETATION; KNOWLEDGE.

(a) When a reference is made in this Agreement to Exhibits, such reference shall be to an Exhibit to this Agreement unless otherwise indicated. When a reference is made in this Agreement to Sections, such reference shall be to a section of this Agreement unless otherwise indicated. For purposes of this Agreement, the words "INCLUDE," "INCLUDES" and "INCLUDING," when used herein, shall be deemed in each case to be followed by the words "without limitation." The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. When reference is made herein to "THE BUSINESS OF" an entity, such reference shall be deemed to include the business of all such entity and its Subsidiaries, taken as a whole.

(b) For purposes of this Agreement, the term "KNOWLEDGE" means, with respect to a party hereto, with respect to any matter in question, that any of the Chief Executive Officer, Chief Financial Officer or General Counsel of such party, has actual knowledge of such matter, after inquiry of their respective direct reports.

(c) For purposes of this Agreement, the term "MATERIAL ADVERSE EFFECT," when used in connection with an entity, means any change, event, violation, inaccuracy, circumstance or effect (any such item, an "EFFECT"), individually or when taken together with all other Effects that have occurred prior to the date of determination of the occurrence of the Material Adverse Effect, that is or is reasonably likely to (i) be materially adverse to the business, assets (including intangible assets), capitalization, financial condition or results of operations of such entity taken as a whole with its Subsidiaries (or, if such entity is IPBG, IPBG taken as a whole with its Subsidiaries or PRO taken as a whole with its Subsidiaries) or (ii) materially impede the authority of such entity, or, in any case, PRO to consummate the transactions contemplated by this Agreement in accordance with the terms hereof and applicable

Legal Requirements: PROVIDED, HOWEVER, that, for purposes of clause (i) above, in no event shall any of the following, alone or in combination, be deemed to constitute, nor shall any of the following be taken into account in determining whether there has been or will be, a Material Adverse Effect on any entity: (A) any Effect resulting from compliance with the terms and conditions of this Agreement, (B) any Effect resulting from the announcement or pendency of the Merger (provided that the exception in this clause (B) shall not apply to the use of the term "Material Adverse Effect" in Sections 6.2(a) and 6.3(a) with respect to the representations and warranties contained in Section 2.3, Section 2.7(b), Section 2.14, Section 3.3 and Section 3.13), (C) any change in such entity's stock price or trading volume, in and of itself, (D) any failure by such entity to meet published revenue or earnings projections, in and of itself, (E) any Effect that results from changes affecting any of the industries in which such entity operates generally or the United States economy generally (which changes in each case do not disproportionately affect such entity in any material respect), (F) any Effect that results from changes affecting general worldwide economic or capital market conditions (which changes in each case do not disproportionately affect such entity in any material respect), or (G) stockholder class IPBG litigation arising from allegations of a breach of fiduciary duty relating to this Agreement.

(d) For purposes of this Agreement, the term "PERSON" shall mean any individual, corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization, entity or Governmental Entity.

8.4 COUNTERPARTS. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

8.5 ENTIRE AGREEMENT; THIRD-PARTY BENEFICIARIES. This Agreement and the documents and instruments and other agreements among the parties hereto as contemplated by or referred to herein, (i) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, it being understood that the Confidentiality Agreement shall continue in full force and effect until the Closing and shall survive any termination of this Agreement and (ii) are not intended to confer upon any other Person any rights or remedies hereunder, except as specifically provided, following the Effective Time, in Section 5.11. Without limiting the foregoing, it is expressly understood and agreed that the provisions of Sections 5.9(d), 5.9(e), 5.12(b) and 5.12(c) are statements of intent and no Continuing Employee or other Person (including any party hereto) shall have any rights or remedies, including rights of enforcement, with respect thereto and no Continuing Employee or other Person is or is intended to be a third-party beneficiary thereof.

8.6 SEVERABILITY. In the event that any provision of this Agreement or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other Persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the greatest extent possible, the economic, business and other purposes of such void or unenforceable provision.

8.7 OTHER REMEDIES; SPECIFIC PERFORMANCE.

(a) **OTHER REMEDIES.** Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached.

(b) **SPECIFIC PERFORMANCE.** It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

8.8 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof.

8.9 RULES OF CONSTRUCTION. The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

8.10 ASSIGNMENT. No party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other parties. Any purported assignment in violation of this Section 8.10 shall be void. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8.11 WAIVER OF JURY TRIAL. EACH OF PRO AND IPBG HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY IPBG, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE IPBGS OF PRO OR IPBG IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized respective officers as of the date first written above.

Pro Roads Systems, Inc.
a Florida corporation

By: 
Pino Guerra, President

International Pit Boss Gaming, Inc.
a Nevada corporation

By: 

Warren J. Sloski, President

EXHIBIT "B"

COPY

CERTIFICATE OF MERGER

THIS CERTIFICATE OF MERGER (the "Certificate") is entered into by and between International Pit Boss Gaming, Inc., a Nevada corporation (herein the "Surviving Corporation"), and Pro Roads Systems, Inc., a Florida corporation (herein the "Merging Corporation"). The Surviving Corporation and the Merging Corporation are sometimes cumulatively referred to herein as the "Constituent Corporations".

1. The Merging Corporation shall be merged into the Surviving Corporation (the "Merger").
2. The Constituent Corporations have executed an Agreement and Plan of Merger (the "Agreement") as well as this Certificate.
3. The Agreement and the Certificate have been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations in accordance with Section 607.0704 of the Florida Statutes and the provisions of Chapter 92A, Nevada Revised Statutes, with regard to the Merging Corporation and the Surviving Corporation, respectively.
4. The Agreement has been adopted by the Board of Directors of each of the Surviving Corporation and the Merging Corporation.
5. The Agreement was submitted to the shareholder of the Surviving Corporation by its Board of Directors pursuant to the provisions of Chapter 92A, Nevada Revised Statutes, and was duly approved by said shareholder.
6. The Agreement was submitted to the stockholders of the Merging Corporation pursuant to the provisions of the laws of the State of Florida, and was duly approved by said stockholders.
7. The Certificate of Incorporation of the Surviving Corporation shall be its Certificate of Incorporation.
8. An executed copy of the Agreement is on file at the office of the Surviving Corporation, now located at 8275 Eastern Avenue, in the City of Las Vegas, County of Clark, State of Nevada, 89123.
9. An executed copy of the Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of either of the Constituent Corporations.

FILED # C21330-02

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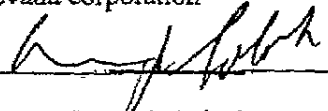
IN THE OFFICE OF
DENN HELLER, SECRETARY OF STATE

10. Each outstanding share of the Merging Corporation shall be converted to ****1.00**** shares of Common Stock of the Surviving Corporation.
11. The outstanding shares of the Surviving Corporation shall remain outstanding and are not affected by the Merger.
12. The Merging Corporation shall from time to time, as and when requested by the Surviving Corporation, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out this Merger.
13. The effective date of the Merger is the filing date of this Certificate.
14. The specified address of Surviving Corporation where copies of process may be sent by the Secretary of State of Nevada, served pursuant to the provisions of Section 78.461, Nevada Revised Statutes, in a proceeding to enforce any obligation or the rights of dissenting shareholders of Merging Corporation, unless Surviving Corporation has designated in writing to the Secretary of the State of Nevada a different address for that purpose is, 8275 Eastern Avenue, Las Vegas, Nevada, 89123.

IN WITNESS WHEREOF, the parties have executed this Certificate.

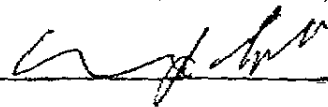
SURVIVING CORPORATION:

International Pit Boss Gaming, Inc.
a Nevada corporation

BY: 
NAME: Warren J. Soloski

TITLE: President

DATED: 10/28/02

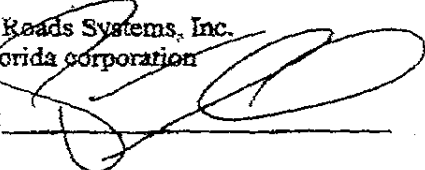
BY: 
NAME: Warren J. Soloski

TITLE: Secretary

DATED: 12/20/02


MERGING CORPORATION:

Pro Reads Systems, Inc.
a Florida corporation

BY: 
NAME: Pino Guerra

TITLE: President

DATED: Oct 9, 2002

BY: 
NAME: Michael Quattrochi

TITLE: Secretary

DATED: OCTOBER 9TH, 2002

EXHIBIT "C"



DEAN HELLER
Secretary of State

202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684 5708

**Certificate to Accompany
Restated Articles**
(PURSUANT TO NRS 78.403 and
82.371)

Office Use Only

FILED # 021330-02

NOV 22 2002

IN THE OFFICE OF
DEAN HELLER, SECRETARY OF STATE

Important: Read attached instructions before completing form.

This Form is to Accompany Restated Articles of Incorporation

(Pursuant to NRS 78.403 or 82.371)

**(This form is also to be used to accompany Restated Articles for
Limited-Liability Companies, Certificates of Limited Partnership
and Business Trusts)
- Remit in Duplicate -**

1. Name of Nevada entity as last recorded in this office: _____
INTERNATIONAL PIT BOSS GAMING, INC.

2. Indicate what changes have been made by checking the appropriate spaces.*

- ☐ The entity name has been amended.
- ☐ The resident agent has been changed.
(attach Certificate of Acceptance from new resident agent)
- ☐ The purpose of the entity has been amended.
- ☐ The authorized shares have been amended.
- ☒ The directors, managers or general partners have been amended.
- ☐ The duration of the entity has been amended.
- ☐ IRS tax language has been added.
- ☒ Articles have been added to the articles or certificate.
- ☒ Articles have been deleted from the articles or certificate.

☐ None of the above apply. The articles or certificate have been amended as follows:
(provide article numbers, if available)

* This form is to accompany Restated Articles which contain **newly** altered or amended articles.
The Restated Articles must contain all of the requirements as set forth in the statutes for amending
or altering Articles of Incorporation, Articles of Organization or Certificates of Limited Partnership.

IMPORTANT: Failure to include any of the above information and remit the proper fees may cause
this filing to be rejected.

COPY

INTERNATIONAL PIT BOSS GAMING, INC.

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

IN THE OFFICE OF
THE SECRETARY OF STATE

NOV 22 2002

FILED # C 21330-02

INTERNATIONAL PIT BOSS GAMING, INC. (the "Corporation"), is a corporation organized and existing under and by virtue of Sections 78 and 80 of the Revised Statutes of the State of Nevada ("Revised Statutes").

The Corporation was originally incorporated under the same name, and the original Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Nevada on August 27, 2002.

This Amended and Restated Certificate of Incorporation amends and restates the provisions of the original Certificate of Incorporation of the Corporation. This Amended and Restated Certificate of Incorporation has been adopted by the Board of Directors of this Corporation, and has also been duly adopted by the affirmative vote of a majority of all stockholders of this Corporation entitled to vote thereon.

The text of the Corporation's Certificate of Incorporation is hereby amended and restated to read in its entirety as follows:

NAME

FIRST: The name of the Corporation is INTERNATIONAL PIT BOSS GAMING, INC.

REGISTERED OFFICE

SECOND: The registered office of the Corporation is to be located at 1971 California Street, Carson City, State of Nevada 89701. The name of its registered agent at such address is Richard S. Staub, Inc..

PURPOSES

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporate Law and Revised Statutes.

CAPITALIZATION

FOURTH:

A. **Authorized Stock.** The total number of shares of stock the Corporation shall have authority to issue is 100,000,000 shares of Common Stock, \$.0001 par value per share ("Common Stock"),

B. Common Stock. The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions in respect of the Common Stock of this Corporation.

1. General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights of the holders of the Preferred Stock of any series as may be designated by the Board of Directors upon any issuance of the Preferred Stock of any series.

2. Voting. Except as otherwise provided by law, in this Certificate or by the resolution or by resolutions of the Board of Directors providing for the issue of any series of the Preferred Stock, the Common Stock shall have the exclusive right to vote for the election of Directors and for all other purposes, each holder of the Common Stock being entitled to one vote for each share held. There shall be no cumulative voting.

3. Dividends. Subject to all of the rights of the Preferred Stock or any series thereof, the holders of the Common Stock shall be entitled to receive, when, as and if declared by the Board of Directors, out of funds legally available therefore, dividends payable in cash, stock or otherwise.

4. Liquidation. Except as otherwise provided herein or by the resolution or resolutions of the Board of Directors providing for the issue of any series of the Preferred Stock, upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, and after the holders of the Preferred Stock of each series shall have been paid in full the amounts to which they respectively shall be entitled, or a sum sufficient for such payment in full shall have been set aside, the remaining net assets of the Corporation shall be distributed pro rata to the holders of the Common Stock in accordance with their respective rights and interests, to the exclusion of the holders of the Preferred Stock.

C. Preferred Stock. The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions in respect of the Preferred Stock of this Corporation, if any. Shares of Preferred Stock may be issued from time to time in one or more series, each such series to have distinctive serial designations, as shall hereafter be determined in the resolution or resolutions providing for the issue of such Preferred Stock from time to time adopted by the Board of Directors pursuant to authority to do so which is hereby vested in the Board of Directors. Each series of Preferred Stock:

1. may have such number of shares;
2. may have such voting powers, full or limited, or may be without voting powers;
3. may be subject to redemption at such time or times and at such prices;
4. may be entitled to receive dividends (which may be cumulative or noncumulative) at such rate or rates, on such conditions, from such date or dates, and at such

times, and payable in preference to, or in such relation to, the dividends payable on any other class or classes or series of stock;

5. may have such rights upon the dissolution of, or upon any distribution of the assets of, the Corporation;

6. may be made convertible into, or exchangeable for, shares of any other class or classes or of any other series of the same or any other class or classes of stock of the Corporation at such price or prices or at such rates of exchange, and with such adjustments;

7. may be entitled to the benefit of a sinking fund or purchase fund to be applied to the purchase or redemption of shares of such series in such amount or amounts;

8. may be entitled to the benefit of conditions and restrictions upon the creation of indebtedness of the Corporation or any subsidiary, upon the issue of any additional stock (including additional shares of such series or of any other series) and upon the payment of dividends or the making of other distributions on, and the purchase, redemption or other acquisition by the Corporation or any subsidiary of any outstanding stock of the Corporation; and

9. may have such other relative, participating, optional or other special rights, and qualifications, limitations, or restrictions thereof;

all as shall be stated in said resolution or resolutions providing for the issue of such Preferred Stock. Except where otherwise set forth in the resolution or resolutions adopted by the Board of Directors providing for the issue of any series of Preferred Stock, the number of shares constituting such series may be increased or decreased (but not below the number of shares then outstanding) from time to time by like action of the Board of Directors.

D. Preemptive Rights. No stockholder of this Corporation shall, by reason of his holding shares in the Corporation, possess a preemptive or preferential right to purchase or subscribe to additional, unissued or treasury shares, or rights to purchase shares, of any class or series of the Corporation, now or hereafter to be authorized.

INDEMNITY

FIFTH: The Corporation shall, to the fullest extent authorized by General Corporate Law and the Revised Statutes, indemnify fully, or if not possible, partially, each of its directors and persons who serve at its request as directors at another organization, including partnerships, joint ventures, trusts, employee benefit plans, in which it owns shares or of which it is a creditor (hereinafter collectively "Director"), against expenses, including fees and expenses of counsel and experts selected by any such Director (hereinafter "Expenses"), and any liabilities, including amounts of judgments, ERISA excise taxes, fines, penalties and amounts paid or to be paid in settlement (hereinafter "Liabilities") imposed upon or reasonably incurred by such Director or on his behalf in connection with any threatened, pending or completed claim, action, suit or other proceeding, whether civil, criminal, administrative or investigative, whether derivative or a third-party action, whether formal or informal, including audits, the activities of, or service upon special committees of the board and other forms of alternate dispute resolution, such as arbitration proceedings (hereinafter collectively "Proceedings"), in which such Director may be involved or with which he may be threatened as a party, whether as plaintiff or defendant, or otherwise, including, but not limited to, subpoenaed testimony in investigative proceedings, while in office or thereafter, by reason of the fact that he is, or was, or has agreed to become, such Director or his acts or omissions as such Director, *unless-with exception of court-ordered indemnification-such Director shall be unsuccessful in defending such Proceeding and finally adjudged in any legal proceeding not to have acted in good faith and in the reasonable belief that his action was in or not opposed to the best interest of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.* Such indemnification shall not cover Liabilities towards the corporation resulting either from claims by the corporation or derivative suits; provided, however, that such indemnification shall not cover liabilities in connection with any matter which shall be disposed of through a compromise payment by such director or officer, pursuant to a consent decree or otherwise, unless such compromise shall be approved as in the best interest of the Corporation, after notice that it involved such indemnification, (a) by a vote of the directors in which no interested director participates, or (b) by a vote or the written approval of the holders of a majority of the outstanding stock at the time having the right to vote for directors, not counting as outstanding any stock owned by any interested director or officer. Such indemnification may include payment by the Corporation of expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the person indemnified to repay such payment if he shall be adjudicated to be not entitled to indemnification under these provisions. The rights of indemnification hereby provided shall not be exclusive of or affect other rights to which any director or officer may be entitled. As used in this paragraph, the terms "director" and "officer" include their respective heirs, executors and administrators, and an "interested" director or officer is one against whom as such the proceedings in question or another proceeding on the same or similar grounds is then pending.

Indemnification of employees and other agents of the Corporation (including persons who serve at its request as employees or other agents of another organization in which it owns shares or of which it is a creditor) may be provided by the Corporation to whatever extent shall be authorized by the directors before or after the occurrence of any event as to or in consequence

of which indemnification may be sought. Any indemnification to which a person is entitled under these provisions may be provided although the person to be indemnified is no longer a director, officer, employee or agent of the Corporation or of such other organization. It is the intent of these provisions to indemnify directors and officers to the fullest extent not specifically prohibited by law, including indemnification against claims brought derivatively, in the name of the Corporation, and that such directors and officers need not exhaust any other remedies.

MEETINGS AND ELECTIONS

SIXTH: Meetings of the stockholders may be held within or without the State of Nevada as the Bylaws may provide. Subject to the provisions of any law or regulation, the books of the Corporation may be kept outside the State of Nevada at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation. The election of directors need not be by written ballot unless the Bylaws so provide.

BYLAWS

SEVENTH: The Board of Directors of the Corporation is authorized and empowered from time to time in its discretion to make, alter, amend or repeal Bylaws of the Corporation, except as such power may be restricted or limited by the Revised Statutes.

COMPROMISE OR AGREEMENT

EIGHTH: Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Nevada may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for the Corporation under the provision of Section 291 of the Revised Statutes, or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under Section 279 of the Revised Statutes, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders of the Corporation, as the case may be, and also on the Corporation.

EXCULPATION

NINTH: No director shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty by such director as a director. Notwithstanding the foregoing sentence, a director shall be liable to the extent provided by applicable law (i) for any breach of the director's Duty of Loyalty (as herein defined) to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Revised Statutes, or (iv) for any transaction from which the director derived an improper personal benefit. For purposes of this provision, Duty of Loyalty means, and only means, the duty not to profit personally at the expense of the Corporation and does not include conduct, whether deemed violation of fiduciary duty or otherwise, which does not involve personal monetary profit. If the Revised Statutes is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Revised Statutes as so amended.

RESERVATION OF AMENDMENT POWER

TENTH: Subject to the limitations set forth herein, the Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate, in the manner now or hereafter prescribed by law, and all rights and powers conferred herein on stockholders, directors and officers are subject to this reserved power.

CLASSIFIED BOARD

ELEVENTH: The governing board of this corporation shall be known as directors, and the number of directors may from time to time be increased or decreased in such manner as shall be provided in the by-laws of this corporation, provided that the number of directors shall not be reduced less than two unless there is less than two shareholders. The Board of Directors shall be divided into three classes, the membership of each class to be elected every third year. At the annual or special meeting of stockholders next succeeding the date of this Certificate, the directors so elected thereat (and their successors) shall constitute the first class from that date forward and each shall serve a three-year term; at the second such annual meeting, the directors elected thereat (and their successors) shall constitute the second class; and at the third such annual meeting, the directors elected thereat (and their successors) shall constitute the third class unless at such meeting the stockholders shall elect directors to each and all of the three classes, in which case the membership thereof shall be as voted by the stockholders at such meeting. Directors elected or appointed to a vacancy in a class shall serve the remaining unexpired term of the director replaced.

MANAGEMENT

TWELFTH: Except as otherwise required by law, by the Certificate of Incorporation or by the Bylaws of the Corporation, as from time to time amended, the business of the Corporation shall be managed by its Board of Directors, which shall have and may exercise all the powers of the Corporation. The Board of Directors of the Corporation is hereby specifically authorized and empowered from time to time in its discretion to determine the extent, if any, to which and the

time and place at which, and the conditions under which any stockholder of the Corporation may examine books and records of the Corporation, other than the books and records now or hereafter required by statute to be kept open for inspection of stockholders of the Corporation.

CONSENT

THIRTEENTH: The authorization of stockholders to act by consent as set forth in the Revised Statutes is expressly consented.

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation has been signed by a duly authorized officer this 24 day of October, 2002.

INTERNATIONAL PIT BOSS GAMING, INC.

By: [Signature]
Name: Warren J. Soloski
Title: Secretary _____

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

On this 24 day of October 2002, before me a Notary Public, personally appeared, Warren J. Soloski, who severally acknowledged that he executed the above instrument.

[Signature]

