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Florida Department of State

Division of Corporations

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TALLAHASSEE FLORIDA

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DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

MEDIABROWSER.COM, INC.

Certificate of Status	1
Certified Copy	0
Page Count	19
Estimated Charge	\$78.75

Merger

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

SUPPORT TECHNOLOGIES GROUP, INC., a Florida corporation, L76918

INTO

**MEDIABROWSER.COM, INC.**, a Florida entity, P99000111181

File date: January 12, 2000

Corporate Specialist: Darlene Connell

**ARTICLES OF MERGER  
BETWEEN  
MEDIABROWSER.COM, INC.  
AND  
SUPPORT TECHNOLOGIES GROUP, INC.**

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105 of the Florida Business Corporation Act, Mediabrowser.com, Inc., a Florida corporation (the "Surviving Corporation"), and Support Technologies Group, Inc., a Florida corporation (the "Merging Corporation"), hereby adopt the following Articles of Merger for the purpose of effecting the merger of the Merging Corporation into the Surviving Corporation (the "Merger"), which will be the surviving corporation in the Merger.

**ARTICLE I**

The Plan of Merger, as contained in the Agreement and Plan of Merger dated as of December 28, 1999, effecting the Merger of the Merging Corporation with and into the Surviving Corporation is attached to and made a part of these Articles of Merger as Exhibit "A" (the "Plan of Merger").

**ARTICLE II**

The effective time and date of the Merger shall be upon the filing of these Articles of Merger with the Florida Secretary of State.

**ARTICLE III**

The Plan of Merger was adopted by the Surviving Corporation by the unanimous written consent of its Board of Directors and its shareholders, as of December 28, 1999. The Plan of Merger was adopted by the Merging Corporation by the unanimous written consent of its Board of Directors and its sole shareholder as of December 21, 1999.

**ARTICLE IV**

This document may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one instrument binding on all of the parties, notwithstanding that all the parties are not signatures to the original or the same counterpart.


Brad S. Fischer, Esquire  
Foley & Lardner, Florida Bar: 076775  
100 N. Tampa St., Suite 2700  
Tampa, Florida 33602  
Phone 813-229-2300

FROM FOLEY & LARDNER 813-221-4210

(TUE) 1.11'00 17:13/ST. 17:11/NO. 4863333077 P 3  
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IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger  
as of the 2<sup>nd</sup> day of December, 1999.

MEDIABROWSER.COM, INC., a Florida  
corporation

By:   
Michael Siewruk, CEO and Chairman

SUPPORT TECHNOLOGIES GROUP, INC., a  
Florida corporation

By:   
Robert Windschauer, President

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FROM FOLEY & LARDNER 813-221-4210

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AGREEMENT AND PLAN OF MERGER

BY AND BETWEEN

MEDIABROWSER.COM, INC.

SUPPORT TECHNOLOGIES GROUP, INC.

AND

ROBERT WINDSCHAUER

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This Agreement is entered into on December 28, 1999 by and between MEDIABROWSER.COM, INC., a Florida corporation (the "Buyer"), SUPPORT TECHNOLOGIES GROUP, INC., a Florida corporation (the "Target"), and ROBERT WINDSCHAUER, the sole shareholder of Target (the "Target Shareholder"). The Buyer, the Target and the Target Shareholder are referred to collectively herein as the "Parties."

This Agreement contemplates a tax-free merger of the Target with and into the Buyer in a reorganization pursuant to Code §368(a)(1)(A). The Target Shareholder will receive capital stock in the Buyer in exchange for his capital stock in the Target.

Now, therefore, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows.

1. *Definitions.*

*"Agreement"* means this Agreement and Plan of Merger.

*"Articles of Merger"* has the meaning set forth in §2(c) below.

*"Buyer"* has the meaning set forth in the preface above.

*"Buyer Share"* means any share of the Common Stock, \$0.001 par value per share, of the Buyer.

*"Closing"* has the meaning set forth in §2(b) below.

*"Closing Date"* has the meaning set forth in §2(b) below.

*"Code"* means the Internal Revenue Code of 1986 as amended.

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

*"Disclosure Schedule"* has the meaning set forth in §3 below.

*"Effective Time"* has the meaning set forth in §2(d)(i) below.

*"FBCA"* means the Florida Business Corporation Act.

*"Knowledge"* means actual knowledge without independent investigation.

*"Liens"* means any mortgages, liens, (statutory or otherwise) security interests, claims, pledges, licenses, equities, options, conditional sales contracts,

assessments, levies, easements, covenants, reservations, restrictions, rights-of-way, exceptions, limitations, charges or encumbrances of any nature whatsoever.

*"Merger"* has the meaning set forth in §2(a) below.

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

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

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

*"Requisite Buyer Shareholder Approval"* means the affirmative vote of the holders of a majority of the Buyer Shares in favor of this Agreement and the Merger.

*"Requisite Target Shareholder Approval"* means the affirmative vote of the holders of a majority of the Target Shares in favor of this Agreement and the Merger.

*"Special Buyer Meeting"* has the meaning set forth in §5(c)(i) below.

*"Special Target Meeting"* has the meaning set forth in §5(c)(i) below.

*"Surviving Corporation"* has the meaning set forth in §2(a) below.

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

*"Target Share"* means any share of the Common Stock of the Target.

*"Target Shareholder"* means Robert Windschauer.

## 2. Basic Transaction

(a) *The Merger.* Subject to the terms and conditions of this Agreement, at the Effective Time, Target shall be merged with and into Buyer in accordance with the provisions of Section 607.1101 of the FBCA and with the effect provided in Section 607.1106 of the FBCA (the "Merger"). Buyer shall be the Surviving Corporation resulting from the Merger and shall continue to be governed by the Laws of the State of Florida. The Merger shall be consummated pursuant to the terms of this Agreement which has been approved and adopted by the respective Boards of Directors of Target and Buyer.

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

(c) *Actions at the Closing.* At the Closing, (i) the Target and the Target Shareholder will deliver to the Buyer the various certificates, instruments, and documents referred to in §6(a) below, (ii) the Buyer will deliver to the Target the various certificates, instruments, and documents referred to in §6(b) below, (iii) the Buyer and the Target will file with the Secretary of State of the State of Florida Articles of Merger in the form attached hereto as Exhibit A (the "*Articles of Merger*"), and (iv) the Buyer will deliver to the Target Shareholder as provided in § 2(e) below, the certificate evidencing the Buyer Shares issued to the Target Shareholder in the Merger.

(d) *Effect of Merger.*

(i) *General.* The Merger contemplated by this Agreement shall become effective on the date and at the time the Florida Articles of Merger reflecting the Merger shall become effective with the Secretary of State of the State of Florida (the "*Effective Time*").

(ii) *Certificate of Incorporation.* The Certificate of Incorporation of the Buyer in effect at and as of the Effective Time will remain the Certificate of Incorporation of the Surviving Corporation without any modification or amendment in the Merger.

(iii) *Bylaws.* The Bylaws of the Buyer in effect at and as of the Effective Time will remain the Bylaws of the Surviving Corporation without any modification or amendment in the Merger.

(iv) *Directors and Officers.* The directors and officers of the Buyer in office at and as of the Effective Time will remain the directors and officers of the Surviving Corporation (retaining their respective positions and terms of office).

(v) *Conversion of Target Shares.* At and as of the Effective Time, the Target Shares issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive 5,650,000 Buyer Shares. At the Effective Time, no Target Shares shall be outstanding and all Target Shares shall be cancelled and retired and shall cease to exist.

(vi) *Buyer Shares.* Each Buyer Share issued and outstanding at and as of the Effective Time will remain issued and outstanding.

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(e) *Procedure for Payment.* At the Closing, the Buyer will furnish to the Target Shareholder a stock certificate (issued in the name of the Target Shareholder) representing 5,650,000 of Buyer Shares which at such time will be equal to 56.50% of the total number of issued and outstanding Buyer Shares.

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

3. *Representations and Warranties of the Target and the Target Shareholder.* The Target and the Target Shareholder represent and warrant to the Buyer that the statements contained in this §3 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this §3), except as set forth in the disclosure schedule accompanying this Agreement and initialed by the Parties (the "Disclosure Schedule"). The Disclosure Schedule will be arranged in paragraphs corresponding to the lettered and numbered paragraphs contained in this §3.

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

(b) *Capitalization.* The entire authorized capital stock of the Target consists of 5,000 Target Shares, of which 2,000 Target Shares are issued and outstanding and zero Target Shares are held in treasury. All of the issued and outstanding Target Shares have been duly authorized and are validly issued, fully paid, and nonassessable. All of the issued and outstanding Target Shares are owned of record and beneficially by the Target Shareholder. There are no (a) securities convertible into or exchangeable for any of the Target's capital stock or other securities, (b) options, warrants or other rights to purchase or subscribe to capital stock or other securities of the Target or securities which are convertible into or exchangeable for capital stock or other securities of the Target, (c) contracts, commitments, agreements, understandings or arrangements of any kind relating to the issuance, sale or transfer of any capital stock or other equity securities of the Target, any such convertible or exchangeable securities or any such options, warrants or other rights, or (d) outstanding or authorized stock appreciation, phantom stock, profit participation, or similar rights with respect to the Target.

(c) *Authorization of Transaction.* The Target has full power and authority (including full corporate power and authority) to execute and deliver this

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Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of the Target, enforceable in accordance with its terms and conditions.

(d) *Noncontravention.* To the Knowledge of Target Shareholder or any director or officer of the Target neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which the Target is subject or any provision of the charter or bylaws of the Target or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which the Target is a party or by which it is bound or to which any of its assets is subject (or result in the imposition of any Lien upon any of its assets). To the Knowledge of Target Shareholder or any director or officer of the Target, other than in connection with the provisions of the FBCA, the Target does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order for the Parties to consummate the transactions contemplated by this Agreement.

(e) *Brokers' Fees.* The Target does not have any liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement.

(f) *Target Shareholder.*

(i) *Power.* Target Shareholder has full power, legal right and authority to enter into, execute and deliver this Agreement and the other agreements, instruments and documents contemplated hereby and to carry out the transactions contemplated hereby.

(ii) *Validity.* This Agreement has been duly and validly executed and delivered by Target Shareholder and is the legal, valid and binding obligation of such Target Shareholder, enforceable in accordance with its terms, except as such may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally, and by general equitable principles.

(iii) *Title.* Target Shareholder has good and marketable title to 2,000 Target Shares.

(g) *Tax Matters.*

(i) *Tax Liability.* Target has paid all federal, state, foreign, county, local and other income, *ad valorem*, excise, profits, franchise, occupation,

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property, payroll, sales, use, gross receipts and other taxes (and any interest and penalties) and assessments, whether or not disputed, due through the Closing Date. Target has not incurred, and will not after the date of this Agreement incur, any taxes other than taxes incurred in the ordinary course of business consistent in type and amount with past practices of Target.

(ii) *Tax Returns Filed.* All federal, state, foreign, county, local and other tax returns required to be filed by or on behalf of Target have been timely filed and when filed were true and correct in all material respects, and the taxes shown as due thereon were paid or adequately accrued. True and complete copies of all tax returns or reports filed by Target for each of its three most recent fiscal years have been delivered to Buyer. Target has duly withheld and paid all taxes which it is required to withhold and pay relating to salaries and other compensation heretofore paid to the employees of Target.

(h) *Absence of Undisclosed Liabilities.*

Except as and to the extent specifically disclosed in the Disclosure Schedule, Target does not have any liabilities, commitments or obligations (secured or unsecured, and whether accrued, absolute, contingent, direct, indirect or otherwise), other than commercial liabilities and obligations incurred in the ordinary course of business and consistent with past practice and none of which has or will have a material adverse effect on the business, financial condition or results of operations of Target. Except as and to the extent described in the Disclosure Schedule, neither Target nor Target Shareholder has Knowledge of any basis for the assertion against Target of any liability and there are no circumstances, conditions, happenings, events or arrangements, contractual or otherwise, which may give rise to liabilities, except commercial liabilities and obligations incurred in the ordinary course of Target's business and consistent with past practice.

(i) *No Litigation.*

Except as set forth in the Disclosure Schedule, there is no action, suit, arbitration, proceeding, investigation or inquiry, whether civil, criminal or administrative ("Litigation"), pending or threatened against Target, its directors (in such capacity), its business or any of its assets, nor does Target or Target Shareholder know, or have grounds to know, of any basis for any Litigation. Neither Target nor its business or assets is subject to any order of any government entity.

(j) *Marketable Title.* Target has good and marketable title to all of Target's assets, business and properties free and clear of all Liens. Target and/or Target Shareholder own all inventions and intellectual property rights being assigned to Buyer under the *Invention Assignment and Agreement*, a copy of which is attached hereto as Exhibit B, and Target and/or Target Shareholder have the full and unencumbered right to sell, assign and transfer the interest sold, assigned and

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transferred therein, and such assigned rights are not encumbered by any grant, license, Lien, or other right heretofore given. Notwithstanding the foregoing, all inventions and intellectual property rights are currently subject to pending applications, and any adverse result from said application process or subsequent claims by third parties shall not be considered a violation or breach of this Section or this Agreement, unless Target or Target Shareholder had Knowledge of any third-party claim(s) in and to the inventions or intellectual property rights.

4. *Representations and Warranties of the Buyer.* The Buyer represents and warrants to the Target that the statements contained in this §4 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this §4), except as set forth in the Disclosure Schedule. The Disclosure Schedule will be arranged in paragraphs corresponding to the numbered and lettered paragraphs contained in this §4.

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

(b) *Capitalization.* The entire authorized capital stock of the Buyer consists of 100,000,000 Buyer Shares, of which 4,350,000 Buyer Shares are issued and outstanding and zero Buyer Shares are held in treasury. All of the Buyer Shares to be issued in the Merger have been duly authorized and, upon consummation of the Merger, will be validly issued, fully paid, and nonassessable. Buyer Shares when issued will represent 56.50% of all issued and outstanding classes of stock of Buyer.

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

(d) *Noncontravention.* To the Knowledge of any director or officer of the Buyer neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which the Target is subject or any provision of the charter or bylaws of the Buyer or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which the Buyer is a party or by which it is bound or to which any of its assets is subject (or result in the imposition of any Lien upon any of its assets) except where the violation, conflict, breach, default, acceleration, termination, modification, cancellation, failure to give notice, or Lien

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would not have a material adverse effect on the financial condition of the Buyer or on the ability of the Parties to consummate the transactions contemplated by this Agreement. To the Knowledge of any director or officer of the Buyer, other than in connection with the provisions of the FBCA, the Buyer does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order for the Parties to consummate the transactions contemplated by this Agreement, except where the failure to give notice, to file, or to obtain any authorization, consent, or approval would not have a material adverse effect on the Buyer or on the ability of the Parties to consummate the transactions contemplated by this Agreement.

(e) *Brokers' Fees.* The Buyer does not have any liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which the Target could become liable or obligated.

(f) *Continuity of Business Enterprise.* The Buyer has no present plan or intention to sell or otherwise dispose of any of the assets of the Target acquired in the transaction, except for dispositions made in the ordinary course of business or transfers to a wholly-owned subsidiary of the Buyer. Following the transaction, the Buyer will continue the historic business of the Target or use a significant portion of the Target's historic business assets in a business.

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

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

(b) *Notices and Consents.* The Target will give any notices to third parties, and will use its reasonable best efforts to obtain any third party consents, that are required in connection with the matters referred to in §3(d) above.

(c) *Regulatory Matters and Approvals.* Each of the Parties will give any notices to, make any filings with, and use its reasonable best efforts to obtain any authorizations, consents, and approvals of governments and governmental agencies in connection with the matters referred to in §3(d) and §4(d) above. Without limiting the generality of the foregoing:

(i) *FBCA.* The Target will call a special meeting of its shareholders (the "*Special Target Meeting*") as soon as reasonably practicable in order that the shareholders may consider and vote upon the adoption of this Agreement and the approval of the Merger in accordance with the FBCA. The Buyer will call a special

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meeting of its shareholders (the "*Special Buyer Meeting*") as soon as reasonably practicable in order that the shareholders may consider and vote upon the adoption of this Agreement and the approval of the Merger in accordance with the FBCA.

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

(i) the Target will not authorize or effect any change in its charter or bylaws;

(ii) the Target will not grant any options, warrants, or other rights to purchase or obtain any of its capital stock or issue, sell, or otherwise dispose of any of its capital stock;

(iii) the Target will not declare, set aside, or pay any dividend or distribution with respect to its capital stock (whether in cash or in kind), or redeem, repurchase, or otherwise acquire any of its capital stock;

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

(v) the Target will not impose any Lien upon any of its assets outside the Ordinary Course of Business;

(vi) the Target will not make any capital investment in, make any loan to, or acquire the securities or assets of any other Person;

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

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

(e) *Full Access.* The Target will permit representatives of the Buyer to have full access at all reasonable times, and in a manner so as not to interfere with the normal business operations of the Target to all premises, properties, personnel, books, records (including tax records), contracts, and documents of or pertaining to the Target. The Buyer will treat and hold as such any Confidential Information it receives from the Target in the course of the reviews contemplated by this §5(e), will not use any of the Confidential Information except in connection with this Agreement, and, if this Agreement is terminated for any reason whatsoever, agrees to return to the Target all tangible embodiments (and all copies) thereof which are in its possession.

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

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

6. *Conditions to Obligation to Close.*

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

(i) this Agreement and the Merger shall have received the Requisite Target Shareholder Approval;

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

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

(iv) there shall not be any judgment, order, decree, stipulation, injunction, or change in effect preventing consummation of any of the transactions contemplated by this Agreement;

(v) the Target shall have delivered to the Buyer a certificate to the effect that each of the conditions specified above in §6(a)(i)-(iv) is satisfied in all respects;

(vi) this Agreement and the Merger shall have received the Requisite Buyer Shareholder Approval;

(vii) all actions to be taken by the Target in connection with consummation of the transactions contemplated hereby and all certificates, opinions, instruments, and other documents required to effect the transactions

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contemplated hereby will be reasonably satisfactory in form and substance to the Buyer.

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

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

(i) this Agreement and the Merger shall have received the Requisite Buyer Shareholder Approval;

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

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

(iv) there shall not be any judgment, order, decree, stipulation, injunction, or change in effect preventing consummation of any of the transactions contemplated by this Agreement;

(v) the Buyer shall have delivered to the Target a certificate to the effect that each of the conditions specified above in §6(b)(i)-(iv) is satisfied in all respects;

(vi) this Agreement and the Merger shall have received the Requisite Target Shareholder Approval;

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

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

#### 7. *Termination.*

(a) *Termination of Agreement.* Either of the Parties may terminate this Agreement with the prior authorization of its board of directors (whether before or after shareholder approval) as provided below:



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

(ii) the Buyer may terminate this Agreement by giving written notice to the Target at any time prior to the Effective Time (A) in the event the Target has breached any material representation, warranty, or covenant contained in this Agreement in any material respect, the Buyer has notified the Target of the breach, and the breach has continued without cure for a period of 30 days after the notice of breach or (B) if the Closing shall not have occurred on or before January 15, 2000, by reason of the failure of any condition precedent under §6(a) hereof (unless the failure results primarily from the Buyer breaching any representation, warranty, or covenant contained in this Agreement);

(iii) the Target may terminate this Agreement by giving written notice to the Buyer at any time prior to the Effective Time (A) in the event the Buyer has breached any material representation, warranty, or covenant contained in this Agreement in any material respect, the Target has notified the Buyer of the breach, and the breach has continued without cure for a period of 30 days after the notice of breach or (B) if the Closing shall not have occurred on or before January 15, 2000, by reason of the failure of any condition precedent under §6(b) hereof (unless the failure results primarily from the Target breaching any representation, warranty, or covenant contained in this Agreement).

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

#### 8. *Indemnification.*

(a) *Indemnification by Target Shareholder.* Subject to §8(c), from and after the Closing Date, the Target Shareholder hereby agrees to indemnify, defend and hold harmless Buyer from and against any claims, actions, judgments, awards, settlements, costs of investigation, losses, damages, or expenses (including, in the case of third party claims only, reasonable attorneys' fees), incurred or sustained by Buyer from any claim or action arising out of or resulting from the inaccuracy or breach of any of the representations, warranties, covenants, or agreements made by Target or Target Shareholder in this Agreement.

(b) *Indemnification by Buyer.* Subject to §8(c), Buyer hereby agrees to indemnify, defend, and hold harmless Target Shareholder from and against any and all claims, actions, judgments, awards, settlements, costs of investigation, losses, damages, costs or expenses (including, in the case of third party claims only, reasonable attorneys' fees) incurred or sustained by Target Shareholder from any

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claim or action arising out of or resulting from the inaccuracy or breach by Buyer of any of its representations, warranties, covenants, or agreements in this Agreement.

(c) *Limitation on Indemnification.* Neither Party shall be entitled to indemnification pursuant to the provisions of this §8 unless the claim for indemnification is asserted in writing within 24 months of the Closing Date; except that there shall be no time limitation on claims or actions brought for breach of any representation or warranty made by Target and Target Shareholder in or pursuant to Sections 3(b), 3(f), 3(g) and 3(j). Neither Party shall be entitled to indemnification pursuant to this Agreement until the total for all amounts of damages for which the Party is seeking indemnification under this Agreement exceeds \$10,000, and, if and when such total exceeds \$10,000, the Party seeking indemnification shall thereupon be entitled to indemnification only for the amount of damages in excess of \$10,000; *provided, however*, that Target's aggregate liability under this §8 shall in no event exceed [\$800,000].

#### 9. *Miscellaneous.*

(a) *Survival.* The representations, warranties, and covenants of the Parties (other than the provisions in §2 above concerning issuance of the Buyer Shares, the provisions in §8 above concerning indemnification, the provisions specified in Section 8(c) as being without time limitation, and the provisions in §4(f) above concerning certain requirements for a tax-free reorganization) will survive for 24 months from the Effective Time. The provisions in §2 above concerning issuance of the Buyer Shares, the provisions in §8 above concerning indemnification, the provisions specified in Section 8(c) as being without time limitation, and the provisions in §4(f) above concerning certain requirements for a tax-free reorganization will survive forever.

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

(c) *No Third-Party Beneficiaries.* This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns; *provided; however*, that (i) the provisions in §2 above concerning issuance of the Buyer Shares and the provisions in §4(f) above concerning certain requirements for a tax-free reorganization are intended for the benefit of the Target Shareholder and (ii) the provisions in §8 above concerning indemnification are intended for the benefit of the individuals specified therein and their respective legal representatives.

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(d) *Entire Agreement.* This Agreement (including the documents referred to herein) constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

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

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

(g) *Headings.* The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(h) *Notices.* All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if (and then two business days after) it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

*If to the Target:*

Support Technologies Group, Inc.  
7381 114<sup>th</sup> Avenue North  
Suite 406  
Largo, FL 33773

*If to the Buyer:*

mediabrowser.com, Inc.  
7381 114<sup>th</sup> Avenue North  
Suite 406  
Largo, FL 33773

*Copy to:*

Holland & Knight LLP  
400 North Ashley Drive, Suite 2300  
Tampa, FL 33602  
Attn: K. Patrick Meehan

*Copy to:*

Foley & Lardner  
100 N. Tampa St., Suite 2700  
Tampa, FL 33602  
Attn: Martin A. Traber

Any Party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, or ordinary mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Any Party may change the address to which

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notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

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

(j) *Amendments and Waivers.* The Parties may mutually amend any provision of this Agreement at any time prior to the Effective Time with the prior authorization of their respective boards of directors; *provided, however*, that any amendment effected subsequent to shareholder approval will be subject to the restrictions contained in the FBCA. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by both of the Parties. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

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

(l) *Expenses.* Except as otherwise provided, each of the Parties will bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby.

(m) *Construction.* The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context otherwise requires. The word "including" shall mean including without limitation.

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

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FROM FOLEY & LARDNER 813-221-4210

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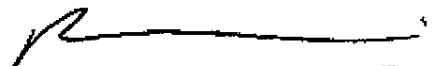
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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement  
on [as of] the date first above written.

MEDIABROWSER.COM, INC., a Florida  
corporation

By:   
Title: CEO

SUPPORT TECHNOLOGIES GROUP, INC., a  
Florida corporation

By:   
Title: President

ROBERT WINDSCHAUER

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