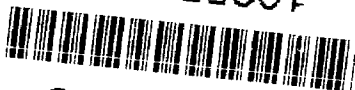


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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Neutelligent, Inc.

2. Name and address of receiving party(ies):
Name: Hosted Ventures Corporation
Internal Address: Suite 1200
Street Address: 1 North State Street
City: Chicago State: IL Zip: 60602

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State Delaware

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Additional name(s) & address(es) attached? Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: 07/17/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76363532
B. Trademark Registration No.(s) Not Available

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: John H. Cho
Internal Address: 14th Floor

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

8. Deposit account number:

9. Statement and signature:
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name of Person Signing: John H. Cho
Signature: [Handwritten Signature]
Date: 09/10/2003

Total number of pages including cover sheet, attachments, and document: 66

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

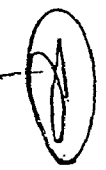
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AGREEMENT FOR THE PURCHASE AND SALE
OF THE ASSETS OF
NEUTELLIGENT, INC.

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AGREEMENT FOR THE PURCHASE AND SALE
OF THE ASSETS OF
NEUTELLIGENT, INC.

THIS AGREEMENT is made and entered into this 17th day of July, 2003, by and among NEUTELLIGENT, INC., a Florida corporation ("Seller"), DAVID G. MARSHLACK ("David") and CHARLES BRUCE HAMMIL ("Bruce") (David and Bruce are sometimes hereinafter referred to individually as a "Shareholder" and collectively as the "Shareholders"), and HOSTED VENTURES CORPORATION, a Delaware corporation ("Purchaser").

WITNESSETH:

WHEREAS, the Shareholders collectively own all of the issued and outstanding shares of capital stock of Seller; and

WHEREAS, Seller has its principal place of business at 412 East Madison Street, Tampa, Florida (the "Premises"); and

WHEREAS, Seller is engaged in the business of providing web hosting and related services (the "Business"); and

WHEREAS, Purchaser, through its parent company, Hostway Corporation is also in the business of providing web hosting and related services and has had full access to the assets, properties, and the opportunity to review the books and records of Seller; and

WHEREAS, Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller substantially all of the assets of Seller upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I
PURCHASE AND SALE OF ASSETS

1.1 Agreement to Sell and Purchase. Upon the terms and subject to the conditions set forth herein, and in reliance on the respective representations and warranties of the parties, Seller shall sell the Acquired Assets (as defined below) to Purchaser, and Purchaser shall purchase the Acquired Assets from Seller, on the Closing Date and at the time and place of Closing referred to in Section 1.4 below, for the price and in accordance with the provisions specified in Article 2 hereof, free and clear of all transfer or transaction taxes or impositions, claims, liens, charges, security interests, equities and encumbrances of any nature whatsoever other than as set forth on Schedule 3.9 and the Permitted Encumbrances (as defined in Section 3.9 below).

(a) Acquired Assets. As used herein, the term "Acquired Assets" shall be deemed to mean all assets, rights, claims and the goodwill of Seller of every kind, nature and description, where ever located, whether tangible or intangible, which are integral to Seller's operations of the Business, other than the Excluded Assets (as defined in Section 1.2 below), including, without limitation, the generality of the foregoing, the Acquired Assets shall be deemed to include the following:

(i) all of the contracts listed in Schedule 1.1(a)(i) - Assumed Contracts and customer accounts of Seller;

(ii) all of Seller's assets set forth in Schedule 1.1(a)(ii) - Assets List;

(iii) all of Seller's accounts receivable;

(iv) all customer lists, records, files and invoices, suppliers' lists, passwords, electronic or physical security measures, keys, key cards, technical information and research materials and other materials relating to the Business, provided that Seller keep copies of any files Seller needs for tax return purposes;

(v) all rights of Seller in and to its trade names and trademarks used the Business, including without limitation, the names "NeuIntelligent" and "Candidhosting", including any derivation thereof and any Internet domain names as similar or related items.

(vi) all purchased, licensed, leased or proprietary software or technologies, data files, code, proprietary knowledge, trade secrets, technical information, quality control data, processes (whether secret or not), methods, and other similar know-how or rights used in the Business, all of Seller's right, title and interest in and to the Intellectual Property (as defined below) owned by Seller or used in the Business;

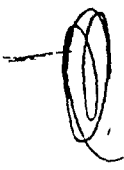
(vii) all licenses and permits issued to Seller with respect to the Business by any governmental authority, to the extent same are transferable or assignable;

(viii) the phone numbers 888-822-6343, 877-248-9888 and 813-221-4429; the fax number 813-223-3623 and the websites and the domain names "www.neuIntelligent.com" and "www.candidhosting.com", to the extent same are transferable or assignable;

(ix) any claim, warranty or other right Seller may have with respect to, or which arises out of, any of the Assumed Liabilities (as defined in Section 1.3 below), the Acquired Assets or the Business arising after the Closing Date;

(x) all real property leases and all equipment leases with respect to any assets leased by Seller to the extent same are assignable;

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- (xi) Security deposit from the electric company;
- (xii) Promissory note from Jackson; and
- (xiii) the goodwill of Seller.

1.2 Excluded Assets. As used herein, the term "Excluded Assets" shall be deemed to mean the following:

- (a) All corporate records of Seller;
- (b) All income tax returns of Seller and work papers, records and documents related thereto; provided, that, contemporaneously with the Closing, Seller agrees to furnish the Purchaser a true, correct and complete copy of all such documents;
- (c) All cash, cash equivalent and marketable securities;
- (d) All employee contracts; and
- (e) All contracts, other than the Assumed Contracts.

1.3 Assumed Liabilities. At the Closing on the Closing Date, Purchaser shall assume and agree to discharge, pay and perform those liabilities and obligations and only those liabilities and obligations of Seller that are more particularly described in the bill of sale, assignment of acquired assets and assumption agreement (the "Assumed Liabilities") which shall be executed and delivered at the Closing by Seller and Purchaser, and which shall be in the form of Exhibit 7.1(A) attached hereto (the "Assumption Agreement"). Except with respect to the liabilities and obligations expressly described in the Assumption Agreement, Purchaser shall not assume, or take subject to, or in any other manner be responsible for any liabilities or obligations of Seller or either Shareholder whatsoever.

1.4 Closing. The consummation of the purchase and sale of the Acquired Assets (the "Closing") shall take place at the offices of Neutelligent, Inc., commencing at 10:00 a.m. local time on July 17, 2003 (hereinafter the "Closing Date"), or at such other place, time and date as the parties may hereafter agree upon in writing.

ARTICLE 2
CONSIDERATION AND PAYMENT TERMS

2.1 Closing Date Purchase Price. The total consideration to be paid by Purchaser to Seller for the Acquired Assets, the Seller's Restrictive Covenant (as defined in Section 5.4 below) and the Shareholder's Restrictive Covenant (as defined in Section 5.5 below) (the "Purchase Price") shall be the amount of Five Million Eight Hundred Twenty Four Thousand Eight Hundred Fifty and 68/100 Dollars (\$5,824,850.68).

2.2 Payment of the Purchase Price. At the Closing on the Closing Date, in consideration of the assignment, transfer and conveyance of the Acquired Assets to Purchaser by

Seller, and in consideration of the execution and delivery to Purchaser of both the Seller's Restrictive Covenant by Seller and the Shareholder's Restrictive Covenant by each of David and Bruce, Purchaser shall pay to Seller an amount equal to the Purchase Price as follows:

(a) One Million Eight Hundred Ninety Nine Thousand Five Hundred Eighty Nine and 02/100 Dollars (\$1,899,589.02) shall be paid in immediately available funds by wire transfer to such accounts as shall be designated in a written direction by Seller to Purchaser at closing; and

(b) Purchaser shall deliver to Seller a promissory note in the original principal amount of Three Million Nine Hundred Twenty Five Thousand Two Hundred Sixty One and 66/100 Dollars (\$3,925,261.66) made by Purchaser and payable to Seller, which note shall be substantially in the form of Exhibit 2.3(b) attached hereto (the "Note").

2.3 Allocation of Purchase Price. The Purchase Price shall be allocated among the Acquired Assets, Seller's Restrictive Covenant and the Shareholder's Restrictive Covenant, in the manner set forth on Schedule 2.3 attached hereto.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF SELLER AND THE SHAREHOLDERS

Seller and each of the Shareholders, jointly and severally, hereby represent and warrant to Purchaser on the date hereof and as of the Closing Date, as follows.

3.1 Organization and Standing of Seller. Seller is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Florida. Seller has all necessary corporate powers and authority to engage in the business in which it is presently engaged (as it is presently being conducted), to own all property now owned by it, and to lease all of the property used by it under lease. Seller does not conduct its business through any other subsidiary, association, joint venture, partnership, or other business entity. Seller has no subsidiaries, nor does Seller own stock in any other corporations or any equity or ownership interests in any other business organization. Complete copies of the books and other records of Seller have been delivered to Purchaser for Purchaser's review and contain minutes and consents for all actions taken by the directors or shareholders for which such consents were required. Schedule 3.1 hereto lists of the officers and directors of Seller.

3.2 Qualification. Seller has not failed to qualify to do business as a foreign corporation in any jurisdiction where a failure to so qualify would have an adverse effect on the financial condition or results of operations of Seller. Schedule 3.2 hereto identifies each jurisdiction where Seller is duly qualified to do business as a foreign corporation and Seller is in good standing in each such jurisdiction.

3.3 Non-contravention. The execution and delivery of this Agreement do not, and the consummation of the transactions contemplated hereby and compliance with the provisions hereof will not, conflict with or result in any violation of, or default (with or without notice or

lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to the loss of any benefit under, or result in the creation of any lien, security interest, charge or encumbrance upon any of the properties or assets of Seller conveyed pursuant to this Agreement, under any provisions of (a) the Articles of Incorporation or Bylaws of Seller, (b) any loan or credit agreement, note, bond, mortgage, indenture, lease or other agreement, instrument, permit, concession, franchise or license applicable to Seller, or (c) any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Seller or any of its properties or assets.

3.4 Financial Statements. Seller has delivered true and correct copy of (i) the financial statements of Seller as of the close of business, July 14, and December 31, 2002 (including balance sheets, profit and loss statements and statements of cash flow); and (ii) monthly interim financial statements of the Seller for each of the months of January 2003 through June 2003 (collectively, the "Financial Statements"). Each of the Financial Statements has been prepared from the books and records of Seller, and fairly and accurately presents the financial condition and results of operation of Seller. Except as set forth on Schedule 3.4, each of the year-end Financial Statements has been prepared in accordance with GAAP utilizing methods, procedures and assumptions which are consistent with those used in the preparation of the year-end Financial Statements for the immediately preceding fiscal year. Except as set forth on Schedule 3.4, each of the interim Financial Statements for the current fiscal year has been prepared in accordance with GAAP, utilizing methods, procedures and assumptions on a consistent basis with those utilized in the preparation of the Financial Statements for the fiscal year ended December 31, 2002. Except as set forth on Schedule 3.4, the Financial Statements duly disclose or provide for all contingent liabilities of Seller of a type required to be disclosed or provided for in financial statements in accordance with GAAP on a consistent and historical basis

3.5 Events Subsequent to December 31, 2002. Except to the extent set forth in Schedule 3.5 hereto or specifically described in reasonable detail in the Financial Statements, since December 31, 2002, there has not been:

(a) Any casualty, damage, destruction, loss or forfeiture (whether or not covered by insurance) or adverse change, actual or threatened, to or affecting (i) any property or asset (including, without limitation, any leasehold estate) of Seller, (ii) the business or condition (financial or other) of Seller or (iii) the results of operations or prospects of Seller;

(b) Any contractual commitment by Seller to any third party, other than as provided in this Agreement or disclosed in the Schedules hereto, or arising in the ordinary course of Seller's business, relating to (i) the property, assets or business of Seller or (ii) the acquisition or disposition of property or assets (including, without limitation, any leasehold estate) of Seller;

(c) Any transaction, other than at arm's length in the ordinary course of business and consistent with practices in effect as of December 31, 2002, between Seller

and any director, officer, shareholder or affiliate of Seller, or any affiliate of any such director, officer, shareholder or affiliate, relating to the Business or the Acquired Assets;

(d) Any material change in the manner in which Seller markets, offers, sells or provides its products and services which has had or may reasonably be expected to have an adverse effect on the assets or properties, liabilities, condition (financial or other) or results of operations of Seller;

(e) Any change in any accounting procedures or practices of Seller;

(f) Any other material transaction affecting or relating to the Business or any material assets of Seller other than in the ordinary course of business consistent with past practices; or

(g) Any agreement, commitment or authorization by Seller to take any of the foregoing action.

3.6 Liabilities. To the Seller's or either Shareholder's knowledge, except as set forth on Schedule 3.6 hereto, or except as have been incurred in the ordinary course of business since December 31, 2002 and are consistent with past practice, are less than thirty (30) days old and are accurately reflected on the books and records of Seller, Seller has no liabilities of any kind whatsoever, whether absolute or contingent, matured, unmatured or otherwise, and whether or not currently determinable, or, to the knowledge of Seller, David or Bruce, has any condition existed or any event occurred which could reasonably be expected to give rise to any such liability and which, in accordance with GAAP would be includable in the Financial Statements. Except as set forth on Schedule 3.6 hereto, Seller is not liable upon or with respect to or obligated in any other way to provide funds in respect of, or to guaranty or assume in any manner (including, without limitation, under or pursuant to any agreement, arrangement, commitment or understanding, whether written or oral), any debt, obligation or dividend of any other person or entity.

3.7 Accounts and Notes Receivable. All accounts receivable and notes receivable of Seller existing on the Closing Date (collectively the "Closing Receivables") as of the close of business, July 16, 2003, as set forth in Schedule 3.7 are good and collectible in full. Each of the Closing Receivables is owed to Seller by current or former customers of Seller, constitute valid claims arising from bona fide transactions in the ordinary course of the business and are not subject to any claim for set-off, reduction or rebate.

3.8 Environmental. Schedule 3.8 hereto identifies all locations of real property previously or currently owned, operated or occupied by Seller (collectively, the "Real Property"). With respect to the Business, the Real Property and operations of Seller, Seller has complied with, and is currently in compliance with, all Environmental Laws. Except as disclosed on Schedule 3.8 hereto, Seller has not received any oral or written notice, report or information regarding any violation of, or any liability (whether accrued, absolute, contingent, unliquidated or otherwise), or corrective, investigative or remedial obligation, arising under Environmental Laws. Except as disclosed on Schedule 3.8 hereto, neither Seller nor any Shareholder has



received, or is aware of, any oral or written notice or information that any governmental entity or third party has determined, or threatens to determine, that the presence, release, threat of release, or placement of any Hazardous Substance on or in any parcel of the Real Property; or the generation, transportation, storage, treatment or disposal of any Hazardous Substance at any parcel of the Real Property, violates an Environmental Law.

For purposes of this Agreement, "Environmental Law" shall mean any federal, state and local statutes, regulations, ordinances and rules relating to (i) the emission, discharge, release or threatened release of a Hazardous Substance into the air, surface water, groundwater or land; (ii) the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Substance; or (iii) the protection of human health, safety or the indoor or outdoor environment, including without limitation, the Clean Air Act, the Federal Water Pollution Control Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Occupational Safety and Health Act, all amendments thereto, all regulations promulgated thereunder, and their state statutory and regulatory counterparts.

3.9 Compliance with Law. Except as disclosed in Schedule 3.9 hereto, Seller is not in default under or in violation of any applicable statute, law, ordinance, decree, order, rule, regulation, franchise, permit or license of any governmental body, which has resulted or may reasonably be expected to result in an adverse effect upon any property or asset of Seller or upon the business, condition (financial or other) or results of operations of Seller.

3.10 Title to Personal and Movable Property. Except as set forth in Schedule 3.10 hereto, Seller has good and marketable title to all Acquired Assets, except for (a) minor imperfections of title, if any, none of which is substantial in amount, singly or in the aggregate, or detracts from the value or impairs the use of any such asset subject thereto, (b) lessor's, materialmen's, mechanics, warehousemen's, carriers', repairmen's or other like liens arising in the ordinary course of business for amounts not yet due, (c) liens for current taxes, assessments or other governmental charges not yet due and payable or being contested in good faith by appropriate proceedings, (d) statutory liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security, or to secure the performance of tenders, statutory obligations, surety and appeal bonds, bids, leases, government contracts, performance and return-of-money bonds, and similar obligations which are not yet delinquent, and (e) liens or encumbrances created by Purchaser (collectively, the "Permitted Encumbrances"). Except as set forth in Schedule 3.9 hereto, Seller owns all equipment, servers, computers and other personal property utilized in the operation of the Business as currently conducted. All such property and all leased personal property is in good working condition and repair. Except as set forth in Schedule 3.10 hereto, Seller holds no property on consignment, nor does it hold title to any property in the possession of parties other than Seller (other than equipment in the possession of others for repair or modification).

3.11 Real Property. Schedule 3.11 hereto correctly identifies all real property leased or otherwise occupied, but not owned, by Seller (the "Leased Real Property"). With respect to the Leased Real Property, Seller has delivered to Purchaser true, correct and complete copies of all applicable real estate leases (including subleases and prime leases) or other occupancy



arrangements, including any amendments thereto (collectively referred to as the "Leases" and individually as a "Lease"). Except as set forth in Schedule 3.11:

(i) Seller's interest in the Leased Real Property is the lessee's interest under a valid and binding Lease;

(ii) Each Lease delivered to Purchaser represents the entire agreement by and between the landlord under said Lease and Seller relating to the leasing of that parcel of the Leased Real Property by such landlord to Seller;

(iii) Neither Seller nor, to the knowledge of Seller or either Shareholder's, any landlord under the Leases is in default in any material respect under the terms of any Lease, and no state of facts exist which, with the passage of time or the giving of notice, or both, would constitute a material default under any Lease;

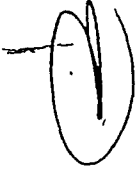
(iv) Seller has paid in full for all labor and materials and other services in connection with construction work, if any, and any other work performed in, on or about the Leased Real Property;

(v) Neither Seller nor either Shareholder has any knowledge of, or has received any notice of any present violation of, any federal, state, county or municipal law, regulation, ordinance, order or directive relating to the use or condition of the Leased Real Property; and

(vi) Neither Seller and its agents, employees, representatives or affiliates nor either Shareholder has knowledge of, or has received any notice of, any assignment, hypothecation or pledge of any Lease or the rentals thereunder.

Seller has no interest in, or any right or obligation to acquire any interest in, any other real property other than the Leased Real Property.

3.12 Litigation. Except as disclosed in Schedule 3.12 hereto, there is no suit, arbitration, claim, investigation, action or proceeding now pending or, to Seller's or either Shareholder's knowledge, threatened, before any court, arbitrator, administrative or regulatory body, quasi-judicial agency or any governmental agency (the "Litigation") to which Seller is a party, and which may reasonably be expected to result in any judgment, award, order, decree, liability, injunction, restraining order or other determination which will or could have any adverse effect upon any of the property or assets of Seller, or upon the business, condition (financial or other) or results of operations of Seller, or which could reasonably be expected to prevent or interfere with the consummation of any transaction contemplated hereby. No such judgment, order or decree has been entered, nor has any such determination been made or liability been incurred, which has, or could reasonably be expected to have, such an effect. Schedule 3.12 provides a summary of each Litigation matter which includes a description of each matter, the dollar amount of any known or potential liability, and the name or names of counsel representing Seller with respect to each matter.



3.13 Consents. Except as disclosed in Schedule 3.13 hereto, Seller is not required to obtain any consents or other approvals from any governmental agency or other person (including any lessor, customer, supplier or lender) as a result of the transactions contemplated hereby.

3.14 Taxes.

(a) Except as disclosed in Schedule 3.14(a) hereto, Seller has timely filed all returns relating to Taxes (as hereinafter defined) which Seller was required to file prior to the date hereof (collectively the "Tax Returns"). All Taxes owed by Seller and which are reflected on the Tax Returns as being due have been paid. Each such return and the information contained therein together with the calculations of each item of income, expense, credit or carry forward is true, correct and complete and in accordance with the Internal Revenue Code of 1986 and all subsequent amendments thereto or substitutions therefor (the "Code"), and/or applicable state or local tax statutes, rules, regulations and ordinances. Seller has no liability for Taxes with respect to the period covered by any Tax Return other than the amount reflected as owing on such Tax Return. As used in this Agreement, "Taxes" mean any Federal, state, local or foreign income, gross receipts, franchise, payroll, employment, excise, unemployment, personal property, sales, use, value added, alternative, estimated or other tax of any kind whatsoever, including any interest, penalty or addition thereto.

(b) Proper and accurate amounts have been withheld by or on behalf of Seller with respect to all compensation paid to employees of Seller for all periods ending on or before the Closing Date. All deposits required with respect to compensation paid to employees of Seller have been made in compliance with applicable laws.

(c) Seller has previously provided to Purchaser true, complete and correct copies of all Federal and State income tax returns filed since 1997.

(d) Seller has not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency.

(e) Except as set forth on Schedule 3.14(e) hereto, none of the Tax Returns has been audited or is currently the subject of an audit by a governmental agency. Except as set forth on Schedule 3.14(e) hereto, Seller has not received any notice of a deficiency or proposed deficiency in any of the Taxes paid by Seller.

3.15 Contracts. Except as set forth in Schedule 3.15 hereto, there is no contract, agreement, commitment or arrangement ("Contract"), or any outstanding unaccepted offer ("Offer"), whether written or oral, by which any property or asset of Seller conveyed hereby, is or may become bound that has not been previously provided to Purchaser. Except as otherwise set forth in Schedule 3.15 hereto, all Contracts enumerated above (the "Enumerated Contracts") are valid and binding obligations of Seller and the other parties thereto, in accordance with their respective terms, and are in full force and effect in accordance with their respective terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter



in effect and subject to the application of equitable principles and the availability of equitable remedies. Except as set forth in Schedule 3.15 here to, neither Seller, nor, to Seller's or either Shareholder's knowledge, any other party is in default in the payment of any obligation under, or in the performance of any material covenant or material obligation to be performed by it pursuant to, any Enumerated Contract. Except as set forth in Schedule 3.15 here to, the execution, delivery and performance of this Agreement by Seller will neither cause Seller to be in default nor result in the termination of any Assumed Contract.

3.16 Intellectual Property.

(a) Schedule 3.16(a) correctly identifies (where applicable, by owner, place of registration, application number and registration or application dates) all issued domestic and foreign patents, patent applications, trademark registrations, service marks, service mark registrations, trademark registrations, trade names and slogans owned by Seller and which are presently used in and/or necessary to conduct the Business, including, without limitation, the mark "Neutelligent" (the foregoing, along with know-how, proprietary information and trade secrets owned by Seller presently used in and/or necessary to conduct the Business are hereinafter referred to as the "Intellectual Property"). Schedule 3.16 correctly identifies all issued patents, patent applications pending, patent applications in process, trademarks, trademark registrations, trademark registration applications, service marks, service mark registrations, service mark registration applications, copyrights, copyright registrations, copyright registrations, service mark registrations, trademarks, trade names, slogans, know-how and trade secrets that are currently licensed to Seller ("Licensed Intellectual Property"). Except as set forth in Schedule 3.16, the agreements and/or arrangements for the Licensed Intellectual Property are in full force and effect and are free and clear of all encumbrances and no material default by Seller exists thereunder.

(b) There are no interference, opposition or cancellation proceedings or infringement suits pending, or to Seller's or either Shareholder's knowledge, threatened, with respect to any Intellectual Property or Licensed Intellectual Property. Neither Seller nor either Shareholder has received any notice of any infringement, misappropriation or violation by any Seller of any intellectual property rights of any third party. To Seller's and either Shareholder's knowledge, Seller has not infringed, misappropriated or otherwise violated any such intellectual property rights. Neither Seller nor either Shareholder has received any notice of any claim by any third party contesting the validity of any Intellectual Property or Licensed Intellectual Property. To Seller's or either Shareholder's knowledge, no claims by any third party contesting the validity of any Intellectual Property or Licensed Intellectual Property is threatened.

3.17 Foreign Assets. Except as described in Schedule 3.17 here to, Seller has no interest in any real property or tangible or intangible personal property or other asset located outside the limits of the United States, including stock, securities or investments in, claims

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against, or receivables from any person substantially all of the property or business of which is located outside the United States.

3.18 All Sales Final. Except as described in Schedule 3.18 hereto, within the twelve (12) month period immediately preceding the Closing Date, all sales made by Seller have been final and unconditional sales with no right of return or refund whatsoever, other than as a result of defective or nonconforming goods or services and, during such period, all such sales have been priced in a manner consistent with past practice of Seller during the twelve (12) month period ended December 31, 2002 and were otherwise made on normal payment and other terms of sale, without any obligation of Seller to rebate or refund any portion of the sales price or issue any credit with respect thereto.

3.19 Licenses and Permits. Schedule 3.19 hereto correctly describes each governmental license and permit material to the conduct of the Business and the use of Seller's assets and property, held by or required to be issued to Seller, together with the name of the government agency or entity issuing such license or permit. Such licenses and permits are valid and in full force and effect, will remain in full force and effect immediately after the Closing Date and, except as set forth in Schedule 3.19 hereto, none of such licenses or permits will be terminated or become terminable as a result of the transactions contemplated hereby. No violation exists with respect to any such license or permit and no proceeding is pending or, to the knowledge of Seller, threatened, to revoke or limit any such license or permit.

3.20 Labor Relations. Seller is not a party to or bound by any collective bargaining agreement. Seller has not experienced any attempt of its employees to organize into a labor union, association or similar organization. Except as set forth on Schedule 3.20, no allegation, charge or complaint of age, disability, sex, religious or race discrimination or similar charge has been made or threatened to be made by or on behalf of any employee against Seller and, to Seller's or either Shareholder's knowledge, there is no reasonable basis upon which any such allegation, charge or complaint could be made. Schedule 3.20 contains a complete and accurate list of the names, titles, annual compensation, commission structure, all bonus and similar payments made or that will be made with respect to such individual for the current fiscal year for all directors, officers and employees of Seller.

3.21 Insurance. Schedule 3.21 hereto lists each insurance policy (including policies providing casualty and liability coverage) currently maintained by Seller which relates to any of its assets, properties, operations, and pending claims. A copy of each such insurance policy has previously been provided to Purchaser. With respect to each such insurance policy: (i) the policy is legal, valid, binding and in full force and effect, enforceable in accordance with its terms, and (ii) Seller is not in breach or default thereunder, including any default with respect to the payment of premiums and the giving of notices. Schedule 3.21 hereto sets forth all written recommendations given to Seller by any carrier of their insurance since January 1, 1997. Except as set forth in Schedule 3.21, all such recommendations have been appropriate and satisfied in the reasonable judgment of Seller's management.

3.22 Guarantees. Except as disclosed in Schedule 3.22 hereto, Seller is not a guarantor or indemnitor or otherwise liable for or in respect of any indebtedness of any person or

entity except as an endorser of checks received by it and deposited in the ordinary course of business.

3.23 No Restrictions; Authorization; Binding Effect. Seller is not subject to any restriction, agreement, law, rule, regulation, ordinance, code, writ, injunction, award, judgment or decree which would prohibit or be violated by the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby, or which would result in the acceleration of any indebtedness of Seller. Seller has all necessary power and authority and has taken or will have taken prior to the Closing, as applicable, all action necessary to execute and deliver this Agreement and the instruments, documents and agreements to be executed and delivered pursuant hereto by Seller, to consummate the transactions contemplated by this Agreement and to perform its obligations under this Agreement and the instruments, documents and agreements to be executed and delivered pursuant hereto. This Agreement and each of the instruments, documents and agreements to be executed and delivered pursuant hereto has been duly executed and delivered by Seller and constitutes a legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or similar laws of general applicability relating to or limiting creditors' rights generally and subject to the availability of equitable remedies.

3.24 Transactions with Certain Persons. Except as set forth on Schedule 3.24 hereto, no Shareholder, manager, officer or director of the Seller, nor any member of any such person's family, nor any corporation, partnership, trust or other entity in which any such person has a substantial interest as a member, manager, shareholder, officer, director, trustee or partner (each, an "Affiliate"), owns any assets used in or relating to the Business or is presently a party to any material transaction with Seller relating to the Business (including, but not limited to, any contract, agreement or other arrangement (a) providing for the furnishing of services by, (b) providing for the rental of real or personal property from, or (c) otherwise requiring payments to (other than for services as employees, officers or directors of Seller) such Affiliate).

3.25 Government Contracts. Except as disclosed on Schedule 3.25 hereto, within the twenty-four (24) month period preceding the Closing Date, Seller has not entered into any contracts or other agreements for the sale of products or services with the United States government or any instrumentality thereof, or any state or local government or instrumentality thereof, or any other foreign government or instrumentality thereof.

3.26 Brokers and Finders. Seller has not engaged or authorized any broker, investment banker or third party to act on behalf of Seller, either directly or indirectly, as a broker, finder or advisor in connection with the transaction contemplated hereby.

3.27 Software. Seller owns or is licensed to use all computer software (including data bases and related documentation) ("Software") which is material to the conduct of the Business. Except for non-customized software readily available from multiple sources, the Seller is not subject to any commitment to pay royalties or other fees for the use of the Software. To the knowledge of Seller and either Shareholder, no person or entity is materially interfering with or infringing upon, and no person or entity has misappropriated any of the software owned by the

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Seller ("Owned Software"). To the knowledge of Seller and either Shareholder, none of the Owned Software infringes upon, is a misappropriation of or otherwise conflicts with any patent, copyright, trade secret or other proprietary right of any third party. Except as disclosed in Schedule 3.27 hereto, Seller has not disclosed to any other person or entity any information relating to any of the Software (whether in flow chart, documentation, program listing, or source code form) used in or necessary for the conduct of the Business or any portion thereof.

3.28 **Business Records.** No material records of accounts or other business records of Seller have been destroyed within the last five (5) years, other than in the ordinary course of business consistent with past practice, and there exists no such records other than those records delivered by Seller to Purchaser at the Closing on the Closing Date.

3.29 **Information Supplied.** Neither the representations and warranties set forth in this Article 3, nor the information in any certificate delivered by or on behalf of Seller or either Shareholder to Purchaser hereunder, nor the information in any other writing prepared by Seller or either Shareholder for delivery to Purchaser in connection with the transactions contemplated by this Agreement, contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements therein not misleading in light of the circumstances in which made.

3.30 **Other Transactions.** That certain Capital Contribution/Stock Exchange Agreement dated September 8, 2002, by and among Seller, The Marlin Group, LLC and Contessa Monticino, LLC has been terminated by the conduct of the parties and is null and void. The Marlin Group, LLC and Contessa Monticino, LLC have no rights to or interest in any of the Acquired Assets.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Seller on the date hereof and on of the Closing Date as follows:

4.1 **Organization, Standing and Corporate Authority.** Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full corporate power and authority to enter into and perform this Agreement and consummate the transactions contemplated hereby. Purchaser has all necessary power and authority and has taken or will have taken prior to the Closing, as applicable, all action necessary to execute and deliver this Agreement and the instruments, documents and agreements to be executed and delivered pursuant hereto by Purchaser, to consummate the transactions contemplated by this Agreement and to perform its obligations under this Agreement and the instruments, documents and agreements to be executed and delivered hereto.

4.2 **Brokers and Finders.** Purchaser has not engaged or authorized any broker, investment banker or third party to act on behalf of Purchaser, either directly or indirectly, as a broker, finder or advisor in connection with the transactions contemplated hereby.



4.3 Binding Effect; Governmental Consents. This Agreement and each of the instruments, documents and agreements to be delivered pursuant hereto has been duly executed and delivered by Purchaser and constitutes the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or other similar laws of general applicability relating to or affecting the enforcement of creditors' rights and by the effect of general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law). No filing or registration with, or authorization, consent or approval of, any governmental entity is required by or with respect to Purchaser in connection with the execution and delivery of this Agreement by Purchaser, or is necessary for the consummation of any of the transactions contemplated by this Agreement, except as set forth herein.

4.4 No Restrictions Upon Purchaser. Purchaser is not subject to any restriction, agreement, law, judgment or decree which would prohibit or be violated by the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

ARTICLE 5 COVENANTS OF SELLER AND THE SHAREHOLDERS

Seller and each Shareholder with respect to such Shareholder, hereby covenant and agree with Purchaser as follows:

5.1 Confidentiality. From and after the Closing, without the prior written consent of Purchaser, Seller shall not, directly or indirectly, use any of the Confidential Information (as defined below) of Seller for Seller's own purposes or for the benefit of any other person, firm, corporation, partnership or other entity, or disclose any Confidential Information of the Seller to any person, firm, corporation, partnership or other entity unless (a) subject to the provisions of this Section 5.1, Seller is compelled to disclose any such Confidential Information by judicial or administrative process or, in the opinion of such Seller's counsel, by other requirements of law, (b) such Confidential Information is available to the public through no fault of Seller, or (c) such Confidential Information becomes available to Seller from a third party who is under no confidential or fiduciary obligation to either Purchaser or the Seller with respect to such Confidential Information. As used herein, the term "Confidential Information" respecting the Seller shall mean (i) all trade secrets, as defined under applicable statute or common law, and (ii) other confidential information of or about the Seller, including, without limitation, any such information regarding the business of the Company, its marketing methods, methods of operation, financial data, prospects, sources of supply and customers. In the event that Seller receives a request to disclose all or any part of the information contained in the Confidential Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, Seller shall (i) immediately notify Purchaser of the existence, terms and circumstances surrounding such a request, (ii) consult with Purchaser on the advisability of taking legally available steps to resist or narrow such request, and (iii) if disclosure of such information is required, exercise Seller's reasonable best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the disclosed information which Purchaser so designates.

5.2 Consents of Third Parties. Prior to the Closing on the Closing Date, Seller, at its expense, shall obtain or cause to be obtained all consents and other approvals of all lessors, lenders, governmental authorities and other third parties which are required to be obtained by Seller as a result of the transactions contemplated by this Agreement, which consents and approvals, as they relate to Purchaser, shall continue each applicable lease, loan or other arrangement related to Seller on substantially identical terms (i.e., terms which are no less favorable) as exist on the date hereof.

5.3 Trade Names. From and after the Closing Date, neither Seller nor either Shareholder, nor any affiliate of Seller or either Shareholder, shall have any rights to or interest in the name "NeuTelligent, Inc." or any variations thereof, or any other trade names under which Seller offers its services or conducts its business, or any logos previously or currently used by Seller in the conduct of its business (collectively the "Name"), and neither Seller nor either Shareholder, nor any affiliate of Seller or either Shareholder, shall use the Name for any purpose whatsoever. Seller shall, at the Closing on the Closing Date, take such corporate action as is required to amend its Certificate of Incorporation to delete any reference to the Name, and Seller agrees to deliver to Purchaser at the Closing all such forms and documents, duly executed by the appropriate officers and directors of Seller, necessary to effect such amendment in each jurisdiction where Seller is qualified to do business as a foreign corporation. All costs of filing or recording all such documents shall be borne by Seller.

5.4 Seller's Restrictive Covenant. At the Closing on the Closing Date, Seller shall execute and deliver to Purchaser a restrictive covenant agreement in the form of Schedule 5.4 attached hereto ("Seller's Restrictive Covenant").

5.5 Shareholder's Restrictive Covenant. At the Closing on the Closing Date, each Shareholder shall execute and deliver to Purchaser a restrictive covenant agreement in the form of Exhibit 5.5 attached hereto ("Shareholder's Restrictive Covenant").

5.6 Excluded Liabilities. Anything herein to the contrary notwithstanding, Seller, prior to and after the Closing Date, shall be solely responsible for the payment and performance, when due, of any liability or obligation (a) for claims relating to services which were rendered on or before the Closing Date, breach of contract claims, violation of law claims, comprehensive and general liability claims, auto or other vehicle physical damage claims, medical claims or other claims or causes of action which relate to the period on or prior to the Closing Date to the extent any losses, costs, liabilities or damages resulting therefrom or in connection therewith exceed the proceeds of any policy of insurance maintained by Seller at the Closing Date with respect to such risk or loss (or any comparable policy substituted therefor); (b) for any debt, obligation or liability of Seller with respect to the Business incurred or arising prior to the Closing Date and which is not an Assumed Liability; (c) for any liability or obligation of Seller, whenever arising, with respect to, arising from or in connection with any claim for additional federal, state, local or foreign taxes of any kind, nature or description, including any claimed penalties or interest relating to any period prior to the Closing Date to the extent not included within the Assumed Liabilities hereunder.

5.7 Bandwidth. Seller agrees to provide bandwidth to Purchaser, at Seller's sole expense, through its affiliate, Neucom, Inc., through July 31, 2003. Thereafter, Seller and the Shareholders will, at Purchaser's request, cause Neucom, Inc. to provide bandwidth to Purchaser and to charge Purchaser a fee not to exceed Neucom, Inc.'s cost for such bandwidth.

5.8 Assumption Agreement. At the Closing on the Closing Date, Seller shall execute and deliver to Purchaser the Assumption Agreement referred to in Section 1.4 hereof.

ARTICLE 6 COVENANTS OF PURCHASER

Purchaser hereby covenants and agrees with Seller and the Shareholders as follows:

6.1 Seller's Restrictive Covenant. At the Closing on the Closing Date, Purchaser shall execute and deliver the Seller's Restrictive Covenant to Seller.

6.2 Shareholder's Restrictive Covenant. At the Closing on the Closing Date, Purchaser shall execute and deliver the Shareholder's Restrictive Covenant to each Shareholder.

6.3 Assumption Agreement. At the Closing on the Closing Date, Purchaser shall execute and deliver the Bill of Sale, Assignment of Acquired Assets and Contracts and Assumption Agreement to Seller.

ARTICLE 7 OTHER CLOSING DELIVERIES

The obligations of Purchaser hereunder to proceed with the Closing are subject to the satisfaction on or before the Closing Date of each of the following conditions, unless otherwise waived, in writing, by Purchaser:

7.1 Seller's Closing Documents. In addition to any other documents required to be delivered by Seller at Closing, Seller and the Shareholders shall have delivered to Purchaser the following closing documents as of the Closing Date:

(a) Executed Bill of Sale, Assignment of Acquired Assets and Contracts and Assumption Agreement in the form attached as Exhibit 7.1(A) conveying good and marketable title to all Acquired Assets;

(b) A certified copy of the resolutions duly adopted by the directors and the Shareholders authorizing the execution of this Agreement and the consummation of the transactions contemplated hereby;

(c) Certificates of Good Standing of Seller, dated within fifteen (15) days of the Closing Date, for the State of Florida and any other state within which Seller is qualified to do business as a foreign limited liability company;

(d) Current Uniform Commercial Code search results, with respect to Seller, for each state and county in which Seller maintains tangible personal property or is qualified to do business;

(e) current judgment and tax lien search results with respect to Seller, for each state in which Seller maintains tangible personal property or is qualified to do business; and

(f) Such other documents as are reasonably required by Purchaser in order to consummate the transaction contemplated herein.

7.2 Purchaser's Closing Documents. Purchaser shall have delivered the following closing documents as of the Closing Date:

(a) A certified copy of the resolutions duly adopted by the directors of Purchaser, authorizing the execution of this Agreement and the consummation of the transactions contemplated hereby.

7.3 Consents. Seller shall have delivered to Purchaser all consents to the transaction contemplated hereby as are necessary or obtainable from any governmental agency or other person (including any lessor, customer, supplier or lender), and any executed assignments of any governmental license or permit, if transferable, necessary to transfer the authority to operate pursuant to such licenses and permits.

ARTICLE 8 INDEMNIFICATION AND SURVIVAL

8.1 Indemnification of Purchaser. Seller and each of the Shareholders, jointly and severally, agree to indemnify, defend, and hold Purchaser, its affiliates and each of their respective directors, officers, shareholders, agents, employees, successors and assigns harmless from and against any and all costs, expenses, losses, direct or indirect damages, fines, penalties or liabilities (including, without limitation, interest which may be imposed by a court in connection therewith), income taxes with respect to any indemnification payments hereunder, court costs, litigation expenses, reasonable attorneys' and paralegals' fees and accounting fees (collectively "Damages") suffered, sustained or incurred by Purchaser or such other parties with respect to, arising from or in connection with, or alleged to result from, arise out of or in connection with:

(a) a breach by Seller, or the inaccuracy of, any representation or warranty made by Seller and contained in this Agreement or in any certificate or other document delivered by Seller to Purchaser hereunder and not waived by Purchaser in writing;

(b) a breach or nonperformance by Seller or any Shareholder of any covenant, restriction or agreement made by or applicable to Seller or such Shareholder and contained in this Agreement or in any certificate or other document or agreement delivered by Seller or any Shareholder to Purchaser hereunder or thereunder and not waived by Purchaser in writing; or

(c) any threatened or instituted claim, suit, action or cause of action, investigation or proceeding of any kind whatsoever, whether instituted or commenced prior to or after the Closing Date, which relates to or arises from the business of the Seller on or before the Closing Date, including, without limitation, any claim for additional Taxes, or which relates to or arises from any of the Acquired Assets.

8.2 Indemnification of Seller and the Shareholders. Purchaser shall indemnify, defend and hold Seller, each of the Shareholders and their respective heirs, executors, personal representatives, successors and assigns harmless from and against any and all Damages suffered, sustained or incurred by Seller and the Shareholders, or any of them, with respect to, arising from or in connection with, or alleged to result from, arise out of or in connection with:

(a) A breach by Purchaser of, or the inaccuracy of, any representation or warranty made by Purchaser and contained in this Agreement or in any certificate or other document delivered by Purchaser hereunder and not waived by Seller in writing;

(b) A breach or nonperformance by Purchaser of any covenant, restriction or agreement made by or applicable to Purchaser and contained in this Agreement or in any certificate or other document or agreement delivered by Purchaser hereunder or thereunder and not waived by Seller in writing; or

(c) Any threatened or instituted claim, suit, action or cause of action, investigation or proceeding of any kind whatsoever, which is commenced after the Closing Date and relates to or arises from Purchaser's operation of the business of Seller after the Closing Date; provided, however, that the indemnification provided for in this Section 10.2(c) shall not apply to the continuation of any activity, policy, practice or condition which existed prior to the Closing Date and which constitutes a violation or breach of any Contract, or any federal, state or local law, statute, ordinance, decree, order, rule, regulation, permit or any license, or which involves the infringement of any intellectual property rights of any third party.

8.3 Procedure for Indemnification.

(a) The party which is entitled to be indemnified under this Article 8 (individually or collectively the "Indemnified Party") shall promptly give notice to the indemnifying party after obtaining actual knowledge of any claim as to which recovery may be sought against the indemnifying party because of the indemnity in this Article 8. If such indemnity shall arise from the claim of a third party, the Indemnified Party shall permit the indemnifying party to assume the defense of any such claim and any litigation resulting from such claim. Notwithstanding the foregoing, the right to indemnification hereunder shall not be affected by any failure of an Indemnified Party to give such notice or delay by the Indemnified Party in giving such notice unless, and then only to the extent that, the rights and remedies of the indemnifying party shall have been prejudiced as a result of the failure to give, or delay in giving, such notice. Failure by an indemnifying party to notify an Indemnified Party of its election to defend any such claim or action by a third party within twenty-one (21) days after notice thereof shall have been given to the

indemnifying party shall be deemed a waiver by the indemnifying party of its right to defend such claim or action. If the indemnifying party elects to assume the defense of any such claim, the Indemnified Party shall have no further right to indemnification hereunder with respect to claims consisting of its legal fees and expenses, so long as the indemnifying party is continuing to defend such claim in good faith. With respect to any claim by a third party, upon the written request of the indemnifying party, the Indemnified Party shall make available to the indemnifying party all relevant information in the possession of the Indemnified Party that may be material to such claim. If the indemnifying party shall not undertake the defense of such claim, as provided herein, then the obligation of the Indemnified Party to furnish information, as aforesaid, shall cease.

(b) If the indemnifying party assumes the defense of such claim or litigation resulting therefrom, the obligations of the indemnifying party hereunder as to such claim shall include taking all steps reasonably necessary in the defense or settlement of such claim or litigation and holding the Indemnified Party harmless from and against any and all damages caused by or arising out of any settlement approved by the indemnifying party or any judgment in connection with such claim or litigation. The indemnifying party shall not, in the defense of such claim or any litigation resulting therefrom, consent to entry of any judgment (other than a judgment of dismissal on the merits without costs) except with the written consent of the Indemnified Party or enter into any settlement (except with the written consent of the Indemnified Party) which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party of a release from all liability in respect of such claim or litigation. If the Indemnified Party elects to reject a settlement or compromise proposed by the indemnifying party, where the claim or cause of action can be resolved solely by the payment of monetary damages, the indemnifying party shall have no further obligation to defend the claim and the indemnifying party's indemnification liability to the Indemnified Party with respect to such claim shall be no more than the highest bona fide offer by the indemnifying party to settle or compromise any claim where the claimant states in writing that such offer of settlement or compromise is unconditionally acceptable to it but the settlement or compromise is prevented from occurring by any action or a withholding of consent or approval on the part of the Indemnified Party.

(c) If the indemnifying party shall not assume the defense of any such claim by a third party or litigation resulting therefrom after receipt of notice from such Indemnified Party, the Indemnified Party may defend against such claim or litigation in such manner as it deems appropriate, and unless the indemnifying party shall deposit with the Indemnified Party a sum equivalent to the total amount deemed by such Indemnified Party's counsel to be reasonable, including such counsel's estimate of the fees and costs of defending the same, the Indemnified Party may settle such claim or litigation on such terms as it may reasonably deem appropriate and the indemnifying party shall promptly reimburse the Indemnified Party for the amount of such settlement and for all damage incurred by the Indemnified Party in connection with the defense against or settlement of such claim or litigation.

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(d) The indemnifying party shall promptly reimburse the Indemnified Party for the amount of any judgment rendered with respect to any claim by a third party in such litigation and for all damages incurred by the Indemnified Party in connection with the defense against such claim or litigation, whether or not resulting from, arising out of, or incurred with respect to, the act of a third party.

8.4 Interest Upon Damages. In addition to any amounts payable by any indemnifying party to the Indemnified Party pursuant to Article 8 hereof, such indemnifying party shall pay to the Indemnified Party interest upon each portion or component of the Damages paid to the Indemnified Party at the rate of ten percent (10%) per annum, calculated from the date such indemnifying party is obligated to make such payment through the date the Damages are paid in full.

8.5 Survival. All covenants and agreements of any party hereto shall survive the Closing. Except as is otherwise expressly provided for in this Section 8.5, representations and warranties of any party hereto set forth herein shall survive the Closing for a period of three (3) years following the Closing Date. All representations and warranties of Seller and the Shareholders contained in Sections 3.10 and 3.13 hereof, and any representation or warranty which was known by Seller or either Shareholder to be false when made, shall survive the Closing without limitation. All representations and warranties contained in Section 3.14 hereof shall survive the Closing until the expiration of the applicable statute of limitations with respect to the taxes or the tax liability in question (giving effect to any extension thereof).

Any claim which either party makes against the other in writing prior to the expiration of the applicable cut-off period provided for in this Section 8.5 shall survive the expiration of such period and the party asserting the claim shall have the right to pursue the same in accordance with the applicable indemnification provisions provided for in this Agreement. Any representation and warranty herein or in any certificate or writing delivered in connection herewith shall be deemed to be material and to have been relied upon by the party or parties to which made, notwithstanding any investigation or inspection made by or on behalf of such party or parties and shall not be affected in any respect by any such investigation or inspection.

8.6 Right to Offset. To the extent Purchaser is entitled to indemnification hereunder, if Seller shall fail or refuse to promptly reimburse Purchaser as provided herein, then, in addition to any other rights or remedies available to Purchaser, Purchaser may offset the full amount of any reimbursement due under this Agreement against any payment or payments, if any, coming due to Seller (including, without limitation, any payments due under the Note, which offset shall be applied in the direct order of the maturity of installments thereunder) until such reimbursement obligation is fully satisfied. Failure to pay all or any portion of an installment of principal or interest under the Note or failure to make any other payment provided for hereunder as a result of the assertion of an offset claim in accordance with this Section 8.6 shall not be deemed a default under the Note and shall not be the basis for any claim of acceleration under the Note.

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**ARTICLE 9
MISCELLANEOUS**

9.1 Written Agreement to Govern. This Agreement, together with all Exhibits, Schedules and written other documents, instruments and agreements to be delivered pursuant hereto, set forth the entire understanding and supersedes all prior oral or written agreements among the parties hereto relating to the subject matter contained herein and all prior and contemporaneous discussions among the parties hereto are merged herein. No party hereto shall be bound by any definition, condition, representation, warranty, covenant or provision other than as expressly stated in this Agreement or the Exhibits and other documents, instruments and agreements to be delivered pursuant hereto, or as hereafter set forth in a written instrument executed by such party or by a duly authorized representative of such party.

9.2 Severability. The parties hereto expressly agree that it is not the intention of any party hereto to violate any public policy, statutory or common law rules, regulations, treaties or decisions of any government or agency thereof. If any provision of this Agreement or any of the Exhibits is judicially or administratively interpreted or construed as being in violation of any such provision, such articles, sections, sentences, words, clauses or combinations thereof shall be modified to the extent necessary to make them enforceable or, if necessary, shall be inoperative, and the remainder of this Agreement shall remain binding upon the parties hereto.

9.3 Notices and Other Communications. Every notice or other communication required, contemplated or permitted by this Agreement by any party shall be in writing and shall be delivered either by personal delivery, telecopy, private courier service or postage prepaid, return receipt requested certified or registered mail, addressed to the party to whom intended at the following address:

(a) If to Purchaser:

Hosted Ventures Corporation
c/o Hostway Corporation
1 North State Street
Chicago, Illinois 60602
Fax: (312) 236-1958
Attn: Lucas Roh, President

With a copy to:

Piper Rudnick
Suite 1800
203 North LaSalle Street
Chicago, Illinois 60601
Telephone: (312) 368-4050
Fax: (312) 236-7516
Attn: Amy Cheng, Esq.

(b) If to the Seller:

David G. Marshlack
PO Box 48668
St. Petersburg, Florida 33743
727-638-8089
Fax: 727-368-0660

(c) If to the Seller:

Charles Bruce Hammil
2882 Regency Court
Clearwater, Florida 33759
727-638-8090
Fax: 727-796-1549

With a copy to:

Mark R. Dolan, Esq.
112 East Street, Suite B
Tampa, Florida 33602
813-221-9533
Fax: 813-221-9175

or at such other address as the intended recipient previously shall have designated by written notice. Notice by courier or certified or registered mail shall be effective on the date it is officially recorded as delivered to the intended recipient by return receipt or the date of attempted delivery where delivery is refused by the intended recipient. All notices and communications delivered in person or by telecopy shall be deemed to have been delivered to and received by the addressee, and shall be effective, on the date of delivery (with proof of receipt or transmission, as applicable).

9.4 **Knowledge.** Except as is otherwise provided for herein, for purposes of this Agreement, the knowledge of the Seller shall be deemed to include the knowledge of all officers, directors, shareholders or management personnel of the Seller. A person shall be deemed to have knowledge of a fact, circumstance or condition if such fact, circumstance or condition is actually known or, in exercise of due care or reasonable inquiry, is readily ascertainable by, such person.

9.5 **Counterparts.** This Agreement may be executed in any number of counterparts, and each counterpart shall constitute an original instrument, but all such separate counterparts shall constitute one and the same agreement.

9.6 **Law to Govern.** All provisions relating to arbitration shall be governed by the Federal Arbitration Act and not by any state arbitration law. Except to the extent governed by the Federal Arbitration Act, the validity, construction and enforceability of this Agreement shall

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be governed in all respects by the laws of the State of Florida, without regard to its conflict of laws rules.

9.7 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

9.8 Further Assurances. At any time on or after the closing on the Closing Date, the parties hereto shall each perform such acts, execute and deliver such instruments, assignments, endorsements and other documents and do all such other things consistent with the terms of this Agreement as may be reasonably necessary to accomplish the transaction contemplated by this Agreement or otherwise carry out the purpose of this Agreement.

9.9 Gender, Number and Headings. The masculine, feminine or neuter pronouns used herein shall be interpreted without regard to gender, and the use of the singular or plural shall be deemed to include the other whenever the context so requires. The headings in this Agreement and on the Schedules and Exhibits thereto are inserted for convenience or reference only and shall not be a part of, or control or affect, the meaning of this Agreement.

9.10 Schedules and Exhibits. The Schedules and Exhibits referred to herein, whether or not attached hereto, are incorporated herein by such reference as if fully set forth in the text hereof. As used herein, the term "Schedule" shall refer to and include the specified Schedules attached to this Agreement.

9.11 Modification. The parties to this Agreement may modify or supplement this Agreement only by mutual written consent executed by all of the parties hereto.

9.12 Waiver of Provisions. The terms, covenants, representations, warranties and conditions of this Agreement may be waived only by a written instrument executed by the party waiving compliance. The failure of any party at any time to require performance of any provisions hereof shall, in no manner, affect the right at a later date to enforce the same. No waiver by any party of any condition, or breach of any provision, term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

9.13 Arbitration.

(a) Except for those disputes required to be submitted to arbitration in accordance with the provisions of Article 2 above, and except as provided for in Section 9.13(b) below, if any controversy or dispute shall arise between the parties hereto in connection with, arising from, or in respect to this Agreement, any provision hereof, or any provision of any instrument, document, agreement, certification or other writing delivered pursuant hereto, or with respect to the validity of this Agreement or any such document, agreement, certification or other writing, and if such controversy or dispute

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shall not be resolved within thirty (30) days after the same shall arise, then such dispute or controversy shall be submitted for arbitration to the American Arbitration Association in accordance with its commercial arbitration rules then in effect. All arbitration proceedings shall be conducted in Tampa, Florida. Any such dispute or controversy shall be determined by one (1) arbitrator. All matters relating to arbitration shall be governed by the Federal Arbitration Act. Such arbitrator may award any relief which such arbitrator shall deem proper in the circumstances, without regard to the relief which would otherwise be available to either party hereto in a court of law or equity, including, without limitation, an award of money damages (including interest on unpaid amounts, calculated from the due date of any such amount, at a rate per annum determined by said arbitrator), specific performance and injunctive relief. The award and findings of such arbitrator shall be conclusive and binding upon the parties thereto, and judgment upon such award may be entered in any court of competent jurisdiction. Any party against whom an arbitrator's award shall be issued shall not, in any manner, oppose or defend against any suit to confirm such award, or any enforcement proceedings brought against such party, whether within or outside of the United States of America, with respect to any judgment entered upon the award, and such party hereby consents to the entry of a judgment against such party, in the full amount thereof, or other relief granted therein, in any jurisdiction in which such enforcement is sought. The party against whom the arbitrator's award is issued shall pay the fees of the arbitrator and the parties hereto hereby consent to the jurisdiction of any applicable state or federal court of general jurisdiction located in the County of Hillsborough, State of Florida, and each irrevocably submits to the jurisdiction of such courts and waives any objection he or it may have to either the jurisdiction or venue of such court.

(b) Anything in Section 9.14(a) to the contrary notwithstanding, Purchaser shall have the right, in its sole discretion, to seek judicial relief for any breach of the Sellers' Restrictive Covenant by Seller, any breach of the Shareholder's Restrictive Covenant by a Shareholder or any breach of Section 5.1 above. The parties hereto agree that any action (which is not required to be arbitrated hereunder) may be instituted in any applicable state or federal court of general jurisdiction located in Cook County, State of Illinois each irrevocably submits to the jurisdiction of such courts and waives any objection he or it may have to either the jurisdiction or venue of such court.

9.14 Liquidation and Dissolution of Seller -- Personal Liability. Upon the liquidation or dissolution of Seller, any obligation of Seller set forth herein or in any agreement, document or instrument delivered pursuant hereto, or in connection herewith, shall immediately and without further notice or demand, be deemed the obligations of the Shareholders, jointly and severally.

9.15 No Third Party Beneficiaries. Except for the provisions of Section 9.7 hereof, this Agreement and any document delivered hereunder or pursuant hereto is not intended to confer upon any person other than the parties any rights or remedies hereunder.

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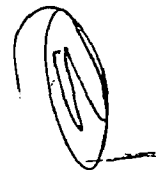
9.16 No Third Party Beneficiaries. Except for the provisions of Section 9.7 hereof, this Agreement and any document delivered hereunder or pursuant hereto is not intended to confer upon any person other than the parties any rights or remedies hereunder.

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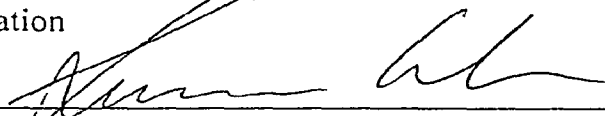


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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

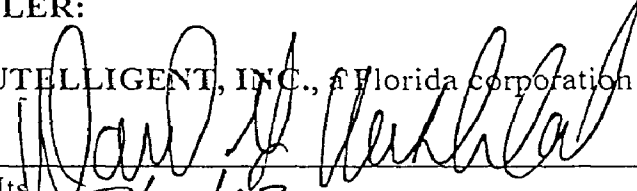
PURCHASER:

HOSTED VENTURES, INC., a Delaware corporation

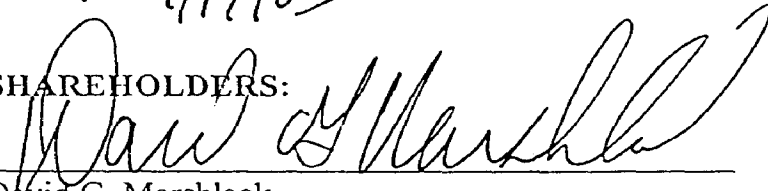
By: 
Its President


SELLER:

NEUTELLIGENT, INC., a Florida corporation

By: 
Its 7/17/03

SHAREHOLDERS:


David G. Marshlack


Charles Bruce Hammil

**BILL OF SALE, ASSIGNMENT OF ACQUIRED ASSETS AND CONTRACTS
AND ASSUMPTION AGREEMENT**

THIS BILL OF SALE, ASSIGNMENT OF ACQUIRED ASSETS AND CONTRACTS AND ASSUMPTION AGREEMENT ("Assignment") is made as of the 17th day of July, 2003 by NEUTELLIGENT, INC., a Florida corporation ("Seller/Assignor") to HOSTED VENTURES CORPORATION, a Delaware corporation ("Assignee").

WITNESSETH:

On July 17, 2003 Assignee and Seller/Assignor entered into an AGREEMENT FOR THE PURCHASE AND SALE OF THE ASSETS OF NEUTELLIGENT, INC. (the "Purchase Agreement") pursuant to which Seller/Assignor has agreed to grant, sell, transfer, convey, assign and deliver to Assignee, and Assignee has agreed to acquire, all of Seller/Assignor's right, title and interest in and to the Acquired Assets (as defined in Section 1.1 of the Purchase Agreement) of the Purchase Agreement and attached hereto and Assignee has agreed to assume certain of Seller/Assignor's obligations of Seller/Assignor that are hereby assigned.

NOW, THEREFORE, in consideration of the mutual agreements set forth in the Purchase Agreement the parties hereto, intending to be legally bound, hereby agrees as follows:

Section 1. Transfer of Acquired Assets. For value received, the adequacy and receipt of which is hereby acknowledged, Seller/Assignor hereby grants, sells, transfers, conveys, assigns and delivers to Assignee, its successors and assigns, to have and to hold forever, free and clear of all transfer or transaction taxes or impositions, claims, liens, charges, security interests, equities and encumbrances of any nature whatsoever, other than the Permitted Encumbrances (as defined in the Purchase Agreement), all rights, title and interest of Seller/Assignor in and to the Acquired Assets.

Section 2. Assumption of Obligations. For value received, the adequacy and receipt of which is hereby acknowledged, Assignee hereby assumes all of Seller/Assignor's obligations set forth on Exhibit "A" hereto (the "Assumed Liabilities"). Assignee does not assume or take subject to any liabilities or obligations of Seller/Assignor whatsoever except as is expressly provided in this paragraph. Anything herein or in the Purchase Agreement to the contrary notwithstanding, without limiting the generality of the foregoing, the liabilities and obligations of Seller/Assignor which Assignee does not hereby assume (the "Excluded Liabilities") shall include, without limitation, any liability or obligation of Seller/Assignor relating to the Excluded Assets (as defined in the Purchase Agreement) and any liability or obligations of Seller/Assignor which is excluded from the definition of Assumed Liabilities in this paragraph.

Section 3. Further Assurances. From time to time hereafter and without further consideration, Seller/Assignor and Assignee shall execute and deliver such additional or further instruments of conveyance, assignment, assumption and transfer and take such actions as either party may reasonably request in order to more effectively convey and transfer to Assignee the Acquired Assets sold to Assignee hereunder or effectively assume the Assumed Liabilities or as shall be reasonably necessary or appropriate in connection with the carrying out of each party's obligations hereunder or the purposes of this Assignment.



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Section 4. Successors and Assigns. This Assignment is binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective successors and assigns.

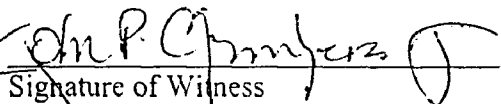
Section 5. Governing Law. The validity, interpretation, construction, enforcement and performance of this Assignment shall be governed by the laws of the State of Florida, without regard to its conflicts of laws principles.

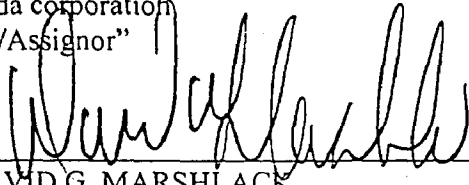
Section 6. Counterparts. This Assignment may be executed in counterparts, each of which when executed by the parties hereto shall be deemed an original and all of which together shall be deemed the same Bill of Sale.

IN WITNESS WHEREOF, the parties hereto have duly executed this Bill of Sale the date first written above.

Signed and delivered in our presence:

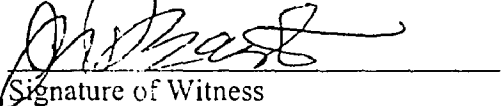
NEUTELLIGENT, INC.
a Florida corporation
"Seller/Assignor"


Signature of Witness

By: 
DAVID G. MARSHLACK

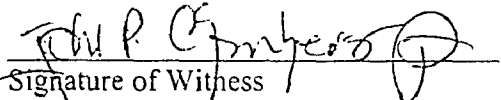
JOHN P. Chambers Jr.
Print Name of Witness

ITS: PRESIDENT


Signature of Witness

JOSEPH Di Santo
Print Name of Witness

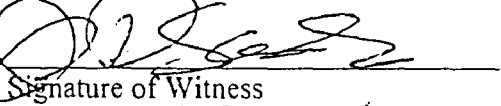
HOSTED VENTURES CORPORATION
a Delaware corporation
"Assignee"


Signature of Witness

By: 
LUCAS ROH

John P. Chambers Jr.
Print Name of Witness

ITS: PRESIDENT


Signature of Witness

Joseph Di Santo
Print Name of Witness



STATE OF FLORIDA

COUNTY OF PINELLAS *Hillsborough*

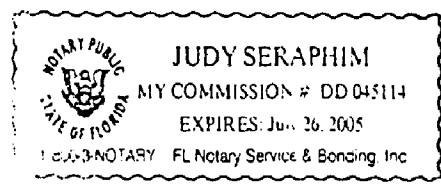
The foregoing instrument was acknowledged before me this 17 day of July, 2003, by LUCA ROH, as President of HOSTED VENTURES CORPORATION, a Delaware corporation on behalf of the corporation, who produced ILLINOIS DRIVER LICENSE as identification, or who is personally known to me, and who did not take an oath.

Judy Seraphim

Notary Public
My commission expires: 7-26-05

Judy Seraphim

Notary Public
My commission expires: 7-26-05



STATE OF FLORIDA

COUNTY OF PINELLAS *Hillsborough*

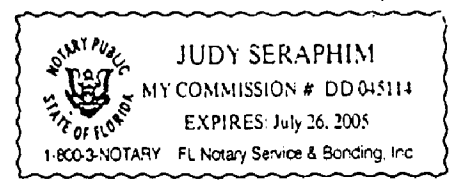
The foregoing instrument was acknowledged before me this 17 day of July, 2003, by DAVID G. MARSHLACK, as President of NEUTELLIGENT, INC., a Florida corporation on behalf of the corporation, who produced Florida Driver License as identification, or who is personally known to me, and who did not take an oath.

Judy Seraphim

Notary Public
My commission expires: 7-26-05

Judy Seraphim

Notary Public
My commission expires: 7-26-05



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EXHIBIT A
BILL OF SALE, ASSIGNMENT OF ACQUIRED ASSETS AND ASSUMPTION
AGREEMENT

1. All Customer Accounts
2. VerticalScope Advertising Contract attached hereto.
3. Bear Technologies, Inc. Advertising Contract attached hereto.
4. Oral agreement with cPanel, Inc., providing for license payments of a \$30.00 per month - for each server on which C-Panel is installed.

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VerticalScope Inc. Advertising Contract

Online advertisements are accepted upon the representation that advertiser and/or its agency have the right to publish and display the contents thereof. In consideration of such online publication and display, advertiser and its agency agree to indemnify and hold VerticalScope Inc. harmless against any expense or loss by reason of any claims arising out of online publication and display. Customer represents and warrants to VerticalScope Inc. that:

- Customer has, or shall obtain, at its sole cost and expense, all rights, licenses, waivers, permissions, credits or attribution necessary for use of the advertisement and publishing, transmitting and distributing the advertisement via the Internet;
- The advertisement shall contain accurate information which does not defame any person or constitute an actual or alleged violation of the rights of privacy or publicity of any person; and
- The advertisement and the publication, distribution and transmission thereof will not infringe any copyright, patent, trademark, trade secret or any other right of any third party.

Positioning of advertisements is at the discretion of VerticalScope Inc., except where a request for a specific position is acknowledged by VerticalScope Inc. in writing. Material must be received by material closing date, or position may be lost or requested impression level reduced.

Agencies or direct customers may not resell purchased inventory without the express written permission of VerticalScope Inc.. Violation of this policy will be considered a breach of contract and result in immediate termination of this contract.

VerticalScope Inc. shall not be liable for any costs or damages if for any reason it fails to electronically publish and display an advertisement. In no event shall VerticalScope Inc. be liable for any damages, consequential or otherwise, in excess of the amount paid for the advertisement, as a result of any mistake in the advertisement, omission from or error in any index, or for any other reason.

VerticalScope Inc. shall reserve the right to hold advertiser and/or its advertising agency jointly and severally liable for such monies as are due and payable to VerticalScope Inc. for advertising which advertiser or its agent ordered and which advertising was published and displayed.

Payment Terms

Payment in full is due prior to insertion of ad campaign. The invoice shall be sent prior to the live date of the customer's campaign, at which point full payment must be received prior to commencement of ad campaign.

VerticalScope Inc. shall have the right to terminate this contract immediately in the event that a customer fails to pay prior to the launch of the ad campaign and after receiving the invoice/insertion order submitted under this contract or upon ten (10) days written notice to the customer in the event of any other breach of this agreement by customer.

Upon any termination of this contract, customer shall immediately pay any fees previously incurred under this contract.

Cancellation Policy

All contents of advertisements are subject to VerticalScope Inc.' approval. VerticalScope Inc. reserves the right to reject or cancel any advertisement, insertion order, space reservation or position commitment at any time. All insertion orders are subject to provisions of current rate card.

This contract is for a period of 3 (three) months in duration, non-refundable. Non-renewal must be stipulated 30 days prior to the end of the current contract in writing to avoid re-billing.

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FAX 1-416-341-8959

Renewal Terms

Advertiser will have first right of refusal to continue advertising with VerticalScope Inc. Prices may be subject to change at the sole discretion of VerticalScope Inc.

Your signature below indicates full and complete acceptance of the terms as outlined in this Advertising Contract and the Insertion Order for your Advertising Campaign:

Name

Signature

Position

Company Name

Date

LM

BA

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Advertiser: CandidHosting
 Company #:
 Contact: Shane Penrod
 Address: 412 East Madison Street Suite 1000
 Tampa, FL 33602
 U.S.A.
 Telephone: (813) 221 4429
 Fax: (813) 223 3623
 Email: shane@city-guide.com
 Agency:

CLIENT SUPPORT TEAM		
Sales Associate	Chad Rendell	Ext. 257
	crandall@verticalscope.com	
Account Manager	Shawna Flynn	Ext. 240
	sflynn@verticalscope.com	
Content Manager	John McCormick	Ext. 247
	jmccormick@verticalscope.com	

Campaign Start 23-Jun-03
 Campaign Renewal 23-Sep-03

Site	Placement	Specifications	Amount or CPM	Duration or Quantity	Total
Adult.TopHosts	Frontpage	Skyscraper	160x400	\$ - 3	\$ -
Adult.TopHosts	Frontpage	Profile	125X80	\$ - 3	\$ -
Adult.TopHosts	Leader Bd	R.O.S.	728x90	\$ - 15,000	\$ -
Adult.TopHosts	Showcases	Virtual Spon./Free Hosting	120x60 +245char.	\$ - 3	\$ -
Adult.TopHosts	Showcases	colocated/streaming media/Ded.	120x60 +245char.	\$ - 3	\$ -

Subtotal \$ 9,000
 Volume Discount (if applicable) \$ -
 Adjusted Subtotal \$ 9,000
 G.S.T. (if applicable) \$ -
 Total Due \$ 9,000

All figures are in USD. Please include the invoice number with your payment. This invoice is due in full upon receipt. All new accounts must be paid in full prior to campaign start date. Any balances left unpaid will be subject to a late payment charge of 1.25% per month.

Direct all concerns regarding your campaign to your Account Manager or Sales Associate. Forward creative to content@verticalscope.com. It is the advertiser's responsibility to ensure that creative and content is received prior to the campaign start date. Reference your IO # in all correspondence to ensure efficient response times. Once again, we thank-you for your business.

Please remit payment to:
 Attn: Accounts Receivable
 VerticalScope Inc.
 Suite #700, 111 Peter St.
 Toronto, Ontario M5V 2H1
 Canada

Wire transfer instructions (please reference your invoice number):
 Swift # BOFMCAM2 - Bank of Montreal
 Beneficiary - VerticalScope Inc.
 A/C - 0443-4603-180
 Bank of Montreal - 2210 Yonge St., Toronto, ON M4S 2B8
 Tel: (416) 488-1145

Advertisements

Bear Technologies, Inc. shall deliver Advertiser's Banners to users accessing Pages in accordance with the Service Terms, this insertion order and such other specifications to be determined solely by Bear Technologies, Inc. (collectively the Agreement). Advertiser hereby grants Bear Technologies, Inc. a non-exclusive, worldwide license to use Banners on the Service pursuant to this Agreement.

Payment Agreement

Advertiser shall pay Bear Technologies, Inc. pay for 3 months at a time in advance, and future invoices within thirty (30) days of Advertiser's receipt of Bear Technologies, Inc. invoice. If Advertiser fails to make payment within such thirty (30) day period, Bear Technologies, Inc. in addition to other remedies, shall have the right to immediately remove Banners from the Service without any obligation to Advertiser or claim against Bear Technologies, Inc. for such removal. Advertiser cannot cancel or receive refunds for any Banners which have run or orders which have been placed unless canceled on four (4) weeks prior written notice to Bear Technologies, Inc. and after such orders are 50% completed. Advertiser agrees that if Advertiser cancels or changes its order as provided above, any discount granted may be rescinded or adjusted, and Advertiser may be charged at the full card rate then in effect. Advertiser agrees to pay 2% late fee on all invoices 30 days past due. Advertiser also agrees to pay all legal fees attributed to collecting past due amounts.

Advertiser's Obligations and Representations

Advertiser shall be solely responsible for all costs it incurs in connection with the Service and this Agreement, including without limitation, expenses associated with creating, updating and otherwise managing Banners, delivering Banners to the Service and establishing and maintaining links between Banners and web sites and areas outside the Service (collectively, Advertiser's Web Content). Advertiser warrants and represents at all times that Advertiser owns and/or has the right to permit the use of the Banners by Bear Technologies, Inc., and that neither the Banners nor the Advertiser's Web Content will infringe the rights of any third party or violate any foreign or domestic federal, state or local law of regulation. Advertiser agrees that it shall be solely responsible for any liability arising out of the Banners or Advertiser's Web Content. In furtherance of the foregoing, Advertiser agrees to indemnify and hold Bear Technologies, Inc. and Service Participants harmless from and against any losses, costs, damages or expenses (including reasonable attorney's fees) resulting from claims or actions arising out of or in connection with Banners or Advertiser's Web Content or Advertiser's breach of any agreement, representation or warranty hereunder, including without limitation, claims for infringement or copyright or other intellectual property rights and violation of rights of privacy or publicity.

Bear Technologies, Inc.'s Rights

Bear Technologies, Inc. shall have the right to approve the form and content of all Banners and no charges shall be made to any Banners without Bear Technologies, Inc.'s consent. Bear Technologies, Inc. shall have the right to refuse to include in the Service, and to remove the Service without notice, any banner that Bear Technologies, Inc. determines does not meet the Service's standards or comply with the Service Terms or any Banner linking to Advertiser's Web Content, which

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content Bear Technologies, Inc., deems unlawful or inappropriate in its sole discretion. Bear Technologies, Inc. may use the Advertiser's name and Banners to promote Bear Technologies, Inc. and the Service in all media and to use information concerning Pages, Impressions and users for Bear Technologies, Inc.'s, own use and for use in connection with the Service, provided Bear Technologies, Inc. does not reproduce Banners without Advertiser's prior consent.

NO WARRANTY/LIABILITY.

BEAR TECHNOLOGIES, INC. MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE INCLUDING, WITHOUT LIMITATION, THE TYPE OR NUMBER OF SERVICE PARTICIPANTS OR THE TYPE OR NUMBER OF PAGES WHICH WILL BE ACCESSIBLE THROUGH THE SERVICE. BEAR TECHNOLOGIES, INC. SHALL NOT BE LIABLE FOR ANY SERVICE PARTICIPANTS NOR FOR THE CONTENTS OF ANY WEB SITES OR PAGES, NOR FOR ANY LOSS, COST, DAMAGE OR EXPENSE (INCLUDING COUNSEL FEES) INCURRED BY ADVERTISER IN CONNECTION WITH ADVERTISER'S PARTICIPATION IN THE SERVICE, INCLUDING WITHOUT LIMITATION, FOR ANY TECHNICAL MALFUNCTION, COMPUTER ERROR OR LOSS OF DATA OR OTHER INJURY, DAMAGE OR DISRUPTION TO ADVERTISER'S BANNERS. IN NO EVENT SHALL BEAR TECHNOLOGIES, INC. BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT BEAR TECHNOLOGIES, INC. HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL BEAR TECHNOLOGIES, INC.'S LIABILITY EXCEED THE TOTAL AMOUNT PAID TO BEAR TECHNOLOGIES, INC. BY ADVERTISER HERE UNDER.

Miscellaneous

Advertiser shall hold this Agreement in confidence and shall not sell, transfer or assign this Agreement without Bear Technologies, Inc.'s prior written consent. Advertiser shall not have, nor claim, any right, title or interest in or to the Service or any software, source codes, modifications, updates and enhancements thereof or other aspect thereof, the name Bear Technologies, Inc., or any derivatives thereof, or any other trademarks and logos owned or controlled by Bear Technologies, Inc. and made available through the Service or otherwise. Each party hereto shall be and act as an independent contractor and not as partner, joint venturer, or agent of the other. This Agreement shall be valid unless in writing signed by the parties. The foregoing shall not limit Bear Technologies, Inc.'s right to waive, modify or make additions to the Service Terms. The Service Terms, as in effect from time to time, are hereby incorporated in the Agreement and made a part hereof as if set forth in full. The Agreement shall be governed by and construed in accordance with the substantive laws of the State of Florida and jurisdiction and venue of all matters relating to this Agreement shall be vested exclusively in the federal state courts with the City of Fort Lauderdale.

Definitions

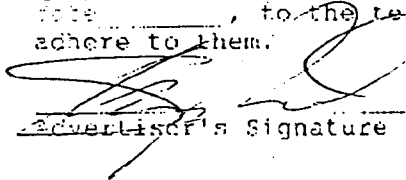
Banner is defined as Advertiser's advertisement and its contents, which appears on a Page. Impression is defined as occurring each time a Banner appears on a Page, resulting from a user accessing or visiting such Page. Page is defined as a page in a Service Participant's web site which is linked to the Service pursuant to the Service Terms.

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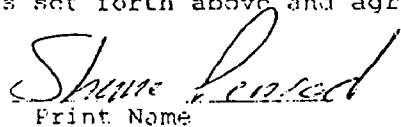
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Service is defined as the Bear Technologies, Inc. service or other related service, owned, operated or distributed by or through Bear Technologies, Inc. or any subsidiary that delivers banners to web site pages linked to the Service upon users accessing or visiting such page. Service Participant is defined as the companies, entities and individuals accepted by Bear Technologies, Inc. which supply Pages to receive banners as part of the Service. Service Terms is defined as the guidelines, terms and conditions in effect and established by Bear Technologies, Inc. from time to time which govern the Advertiser's and Service Participant's use of the Service.

_____, the Advertiser agree on this date _____, to the terms and conditions set forth above and agree to adhere to them.



 Advertiser's Signature

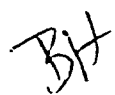


 Print Name

 Bear Technologies, Inc.

 Print Name









INVOICE

Shane
CandidHosting.com

Invoice Number: 0603
Invoice Date: 6/27/03
Date Due: Upon Receipt

3 Specialty Showcases	
ROS 120x60	
Advertising Dates 7/1/03-9/30/03	\$2500/month

Total Amount Due	\$7500.00
------------------	-----------

Please Remit To: Bear Technologies, Inc.
2740 East Oakland Park
Suite 300
Fort Lauderdale, FL 33306

A 2% late fee will apply if payment is received after due date.

BH



BEAR Technologies, Inc.
 2740 East Oakland Park Blvd., Ste 300
 Fort Lauderdale, FL 33306
 USA
 Phone: (954) 630-3737, ext. 102 Fax: (954) 567-2659

Bill To: Shane - CandidHosting.com

Insertion Order Date: 6/27/03

Advertising Dates	Product	Unit Price	Discount %	Total
7/1/03-9/30/03	3 Showcases and ROS 120x60	\$2500/month	55%	\$7500.00
Order Total	\$7500.00			
Total Payments	1			
Total Due	\$7500.00			

Insertion Authorization & Agreement

Payment Due Date:

Payment is due upon receipt of Insertion Order.

Payment Form:

Check made payable for full amount to "BEAR Technologies, Inc."

Payment Address:

BEAR Technologies, Inc.
 2740 East Oakland Park Blvd., Ste. 300
 Fort Lauderdale, Florida 33306

Contact Person:

Brenda Sigurdson

** Invoice
monthly*

OX 120x60

*Sizes of Ads
Text + white up*

UK

BH

(Signature)

GUARANTY

FOR VALUE RECEIVED and as direct inducement to NEUTELLIGENT, INC., a Florida corporation ("Seller") to sell substantially all of its assets to HOSTED VENTURES CORPORATION, a Delaware corporation ("Purchaser") pursuant to that certain Agreement for the Purchase and Sale of the Assets of Seller of even date herewith by and between Purchaser, Seller, David G. Marshlack and Charles Bruce Hammil (the "Agreement"), HOSTWAY CORPORATION, an Illinois corporation ("Guarantor"), the parent corporation of Purchaser, does hereby absolutely, unconditionally and irrevocably guaranty the full, complete and prompt payment and performance to Seller of all amounts that become due and owing to Seller, including interest, default interest, and costs, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter pursuant to the terms of that certain Promissory Note dated of even date in the original principal amount of Three Millions Nine Hundred Twenty Five Thousand Two Hundred Sixty One and 66/100 Dollars (\$3,925,261.66) made by Purchaser and payable to Seller (the "Note").

1. Guaranty. This is an absolute, irrevocable, present and continuing Guaranty and shall remain in full force and effect from the date hereof until any and all amounts due and owing by Purchaser pursuant to the Note have been paid in full or until this Guaranty shall be revoked by the mutual written agreement of Seller and Guarantor, whichever first occurs. This is a guaranty of payment and not of collection. Upon any failure of Guarantor to pay the obligations due hereunder when due, such amount shall bear interest at the default rate set forth in the Note.

2. Notice. Seller shall promptly notify Guarantor, in writing, at the following address, of a default in or failure to make any payment of any amount that becomes due and owing pursuant to the Note:

Hostway Corporation
1 North State Street, 12th Floor
Chicago, Illinois 60602

Attention: Mr. Lucas Roh, President

3. Seller's Remedies. In the event of any default by Purchaser in payment of the Note, Guarantor agrees, on demand by Seller, to pay all sums due hereunder and to perform obligations of Purchaser under the Note without the need to make prior demand on, or otherwise to exercise remedies under the Note or otherwise with respect to, the Purchaser. In any action to enforce this Guaranty, Seller, at its election, may proceed against Guarantor, with or without: (i) joining Purchaser in any such action; (ii) commencing any action against or obtaining any judgment against Purchaser; or (iii) commencing any proceeding to enforce the Note. Guarantor agrees to pay any and all costs, fees and expenses (including reasonable attorneys' fees, costs and expenses) incurred by Seller in enforcing Seller's rights hereunder in a legal proceeding.

4. Return of Payment. Guarantor agrees that, if at any time, all or any part of any payment theretofore applied by Seller to the Note is rescinded or returned by Seller or Seller is required to pay any amount thereof to any party for any reason whatsoever (including, without limitation, the insolvency, bankruptcy, liquidation or reorganization of any party or the

determination that such payment is held to constitute a preference under the bankruptcy laws), the obligations under the Note shall, for the purposes of this Guaranty, be deemed to have continued in existence to the extent of such payment, notwithstanding such application by Seller, and this Guaranty shall continue to be effective or be reinstated, as the case may be, as to such obligations under the Note, all as though such application by Seller had not been made.

5. No Discharge. Guarantor agrees that the obligations, covenants and agreements of Guarantor under this Guaranty shall not be affected or impaired by any act of Seller, or any event or condition except payment in full of and full performance of the obligations under the Note. Guarantor agrees that, without payment in full of and full performance of the obligations under the Note, the liability of Guarantor hereunder shall not be discharged by: (i) the renewal or extension of time for the payment of or performance of the Note; (ii) any waiver or modification, of the Note; (iii) the existence of any defenses to enforcement of the Note; (iv) any failure, omission, delay or inadequacy, whether entire or partial, of Seller to exercise any right, power or remedy under the Note; (v) except as provided for in the Agreement and in the Note, the existence of any set-off, claim, reduction, or diminution of the Note, or any defense of any kind or nature, which Purchaser or Guarantor may have against Seller; or (vi) the addition of any and all other endorsers, guarantors, obligors and other persons liable for the payment or performance of the Note and the acceptance of any and all other security for the payment or performance of the Note.

6. Waiver. Guarantor expressly waives: (i) notice of the acceptance by Seller of this Guaranty; and (ii) presentment, demand, notice of dishonor and protest. No modification or waiver of any of the provisions of this Guaranty will be valid and enforceable unless in a writing duly signed and delivered on behalf of Seller.

7. Transfer of Note. Upon any voluntary transfer of the Note or any interest therein by Seller, such portion of the Note that is transferred shall immediately cease to be an obligation of Guarantor for the purposes of this Guaranty.

8. Subrogation. Guarantor shall have no right of subrogation whatsoever with respect to any collateral or any monies now or hereafter owing Seller, such right of subrogation being hereby expressly waived.

9. Binding Effect. This Guaranty shall inure to the benefit of and be binding upon Seller, Guarantor and their respective legal representatives, successors and assigns.

10. Governing Law. This Guaranty shall be construed in accordance with and governed by the laws of the State of Illinois, without regard to its conflicts of laws rules.

11. Representations and Warranties of Guarantor. Guarantor hereby represents and warrants to Seller as follows:

- A. Guarantor is a corporation which is duly organized, validly existing and in good standing under the laws of the State of Illinois.
- B. Guarantor is not subject to any restriction, agreement, law, rule, regulation, ordinance, code writ, injunction, award, judgment or decree

which would prohibit or be violated by the execution and delivery hereof or the consummation of the transaction contemplated hereby. Guarantor has all necessary power and authority and has taken all action necessary to execute and deliver this Guaranty to consummate the transaction contemplated hereby and to perform its obligations hereunder. This Guaranty has been duly executed and delivered by Guarantor, and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditor's rights generally and subject to the availability of equitable remedies.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty as of this 17th day of July, 2003.

NEUTELLIGENT, INC.,
a Florida corporation

By: 

Its: President

HOSTED VENTURES CORPORATION,
a Delaware corporation

By: 

Its: President

HOSTWAY CORPORATION,
an Illinois corporation

By: 

Its: President

RESTRICTIVE COVENANT AGREEMENT

THIS RESTRICTIVE COVENANT AGREEMENT is made this 17th day of July, 2003, by and among HOSTED VENTURES CORPORATION, a Delaware corporation ("Purchaser"), and NEUTELLIGENT, INC., a Florida corporation ("Seller").

WITNESSETH:

WHEREAS, Seller has its principal place of business at 412 East Madison Street, Tampa, Florida (the "Premises"); and

WHEREAS, Seller is engaged in the business of providing webhosting and related services (the "Business"); and

WHEREAS, pursuant to that certain Agreement for the Purchase and Sale of the Assets of Neutelligent, Inc., dated as of July 17, 2003 by and among Purchaser, Seller, David G. Marshlak and Bruce Hammil (the "Asset Purchase Agreement"), Seller is selling to Purchaser and Purchaser is purchasing from Seller, substantially all of the assets of Seller upon the terms and subject to the conditions set forth therein;

WHEREAS, Seller will derive significant benefit from consummation of the transactions contemplated by the Asset Purchase Agreement and desires to induce Purchaser to consummate the transactions contemplated by the Asset Purchase Agreement and, in that regard, has agreed to execute and deliver this Restrictive Covenant Agreement and be bound by the terms and conditions hereof; and

WHEREAS, Purchaser is unwilling to consummate the transactions contemplated by the Asset Purchase Agreement unless Seller (the "Restricted Party") agrees to be bound by the terms of this Restrictive Covenant Agreement, and the Restricted Party desires to do so.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by this reference.
2. Restrictive Covenants. Except in connection with services performed for or on behalf of Purchaser or any of its affiliates (an "Affiliate"), neither the Restricted Party, nor any entity directly or indirectly controlling, controlled by or under common control with such Restricted Party, shall, either directly or indirectly, on such Restricted Party's own account or as an independent contractor, employee, consultant, agent, partner, joint venturer, member, owner, officer, director or stockholder of any other person, firm, corporation, partnership, limited liability company, association or other entity, or in any other capacity, in any way:
 - (a) for five (5) years from and after the date hereof (the "Restricted Period") conduct, engage in, or aid or assist anyone in the conduct of a business that offers

webhosting and/or related products or services and operates in whole or in part within any state of the United States of America; or

(b) during the Restricted Period, terminate, solicit, divert, take away or accept orders from, or attempt to solicit, divert, take away or accept orders from, any person, firm, corporation, partnership, limited liability company, association or other entity, wherever located, for whom Seller performed any services or to whom Seller sold any product within the eighteen (18) month period immediately preceding the date hereof; or

(c) during the Restricted Period, solicit, hire for employment or engage, or attempt to solicit, hire for employment or engage, any person who was an employee, independent contractor or consultant (provided, however, that the Restricted Party may solicit, hire or engage employees, independent contractors or consultants to render services with respect to matters that are in no way related to or competitive with the Business) who was either employed by or engaged by Seller within the twelve (12) month period immediately preceding the Closing Date (as defined in the Asset Purchase Agreement); or

(d) at any time use (whether during or after the Restricted Period) for the benefit of the Restricted Party or for any other person, firm, corporation, partnership, association or other entity, or divulge or disclose in any manner to any person, firm, corporation, partnership, association or other entity, the identity of the customers of the Business, Purchaser or any Affiliate or any of the methods of operation, financial data, sources of supply, know-how, pricing information, records, books, agreements, techniques, forms, procedures, systems, methods or processes, new product or service ideas or research, financial information or other trade secrets or confidential or proprietary information used in or relating to the Business (hereinafter referred to as the "Confidential Information"). Notwithstanding anything to the contrary contained in this Restrictive Covenant Agreement, the restrictions on the disclosure and use of the Confidential Information shall not apply to:

(i) information or techniques which are or become available to the public other than through disclosure (whether deliberate or inadvertent) by any party in violation of any restrictive covenant to which such party is bound;

(ii) disclosure of Confidential Information in judicial or administrative proceedings or other requirement of law to the extent a Restricted Party is legally compelled to disclose such information in the opinion of such Restricted Party's counsel, provided that such Restricted Party shall have used such Restricted Party's reasonable efforts to obtain an appropriate protective order or other assurance of confidential treatment for the information required to be so disclosed;

(iii) Confidential Information that becomes available to the Restricted Party from a third party who is under no confidential or fiduciary obligation to Purchaser or any Affiliate with respect to such Confidential Information; or

(iv) the disclosure of Confidential Information in connection with submitting proof or evidence in any legal or administrative proceeding to enforce the Restricted Party's rights and remedies hereunder, under the Asset Purchase Agreement, or under any of the documents contemplated hereby or thereby.

Notwithstanding the foregoing, the Seller will be released from its obligations under Section 2(a) above in the event Purchaser defaults under that certain Promissory Note of even date herewith made by Purchaser to Seller in the principal amount of \$3,925,216.66 and Seller exercises its remedies under that certain General Security Agreement of even date herewith between Purchaser and Seller. by taking physical possession of the Collateral (as defined thereunder).

3. **Remedies.** The Restricted Party hereby agrees that the periods of time, geographical scope and other limitations provided for in Paragraph 2 above are the minimum such terms necessary to protect Purchaser and its successors and assigns in the use and employment of the goodwill respecting the Business. The Restricted Party further agrees that damages cannot adequately compensate Purchaser in the event of such Restricted Party's breach of any of the covenants contained in Paragraph 2 above. Accordingly, the Restricted Party agrees that in the event of a breach of any of such covenants by such Restricted Party, Purchaser shall be entitled to obtain injunctive relief against such Restricted Party, without bond but upon due notice, in addition to such other relief as may appertain at law or in equity. Obtainment of any such injunction by Purchaser shall not be deemed an election of remedies or a waiver of any right to assert any other remedies Purchaser may have at law or in equity. The existence of any claim or cause of action of the Restricted Party against Purchaser, of whatever nature, shall not constitute a defense to the enforcement of these restrictive covenants. To the extent any of such restrictive covenants are deemed unenforceable by virtue of their scope, in terms of geographical area or length of time or otherwise, but may be made enforceable by limitations thereon, the Restricted Party agrees that the same shall be enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought. The parties hereto hereby authorize any court of competent jurisdiction to modify or reduce the scope of the restrictive covenants to the extent necessary to make such restrictive covenants enforceable.

4. **Indemnification.** The Restricted Party agrees to indemnify and hold Purchaser, its respective subsidiaries and affiliates and each of their respective directors, officers, shareholders, agents, representatives, employees, successors and assigns (collectively the "Indemnified Parties") harmless from and against any and all costs, expenses, losses, direct or indirect damages, fines, penalties or liabilities (including, without limitation, attorneys' fees, arbitrators' fees, expert witness fees, costs of investigation and proof of facts and other costs of litigation or arbitration, whether or not such litigation or arbitration is commenced) which any of the Indemnified Parties shall suffer, sustain or incur as a result of, arising from or in connection with any actual or alleged failure of performance or breach of agreement by such Restricted Party hereunder.

5. Miscellaneous.

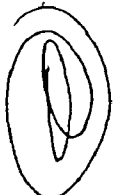
(a) Written Agreement to Govern. This Restrictive Covenant Agreement, together with the Asset Purchase Agreement, sets forth the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior discussions, negotiations, understandings or written agreements among the parties hereto relating to the subject matter contained herein, and merges all prior and contemporaneous discussions among them.

(b) Law to Govern. The validity, construction and enforceability of this Restrictive Covenant Agreement shall be governed in all respects by the laws of the State of Illinois, without regard to its conflict of laws rules.

(c) Successors and Assigns. This Restrictive Covenant Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

(d) Waiver of Provisions. The terms, covenants and conditions of this Restrictive Covenant Agreement may be waived only by a written instrument executed by the party waiving compliance. The failure of any party at any time to require performance of any provisions hereof shall, in no manner, affect the right at a later date to enforce the same. No waiver by any party of any condition, or breach of any provision, term or covenant contained in this Restrictive Covenant Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term or covenant of this Restrictive Covenant Agreement.


(e) Construction. All headings of the various sections and paragraphs of this Agreement are for convenience only and do not affect the meaning or construction of any provision. All references in this Agreement to the singular usage will be construed to include the plural and the masculine and neuter usages to include each other and the feminine.



IN WITNESS WHEREOF, the parties hereto have executed this Restrictive Covenant Agreement as of the date first written above.

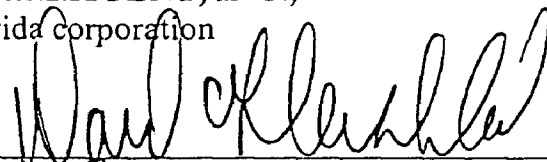
PURCHASER:

HOSTED VENTURES CORPORATION,
a Delaware corporation

By: 
Its: President

RESTRICTED PARTY:

NEUTELLIGENT, INC.,
a Florida corporation

By: 
Its: Pres.

RESTRICTIVE COVENANT AGREEMENT

THIS RESTRICTIVE COVENANT AGREEMENT is made this 17th day of July, 2003, by and among HOSTED VENTURES CORPORATION, a Delaware corporation ("Purchaser"), and NEUTELLIGENT, INC., a Florida corporation ("Seller").

WITNESSETH:

WHEREAS, Seller has its principal place of business at 412 East Madison Street, Tampa, Florida (the "Premises"); and

WHEREAS, Seller is engaged in the business of providing webhosting and related services (the "Business"); and

WHEREAS, pursuant to that certain Agreement for the Purchase and Sale of the Assets of Neutelligent, Inc., dated as of July ~~17~~, 2003 by and among Purchaser, Seller, David G. Marshlak and Bruce Hammil (the "Asset Purchase Agreement"), Seller is selling to Purchaser and Purchaser is purchasing from Seller, substantially all of the assets of Seller upon the terms and subject to the conditions set forth therein;

WHEREAS, Seller will derive significant benefit from consummation of the transactions contemplated by the Asset Purchase Agreement and desires to induce Purchaser to consummate the transactions contemplated by the Asset Purchase Agreement and, in that regard, has agreed to execute and deliver this Restrictive Covenant Agreement and be bound by the terms and conditions hereof; and

WHEREAS, Purchaser is unwilling to consummate the transactions contemplated by the Asset Purchase Agreement unless Seller (the "Restricted Party") agrees to be bound by the terms of this Restrictive Covenant Agreement, and the Restricted Party desires to do so.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by this reference.
2. Restrictive Covenants. Except in connection with services performed for or on behalf of Purchaser or any of its affiliates (an "Affiliate"), neither the Restricted Party, nor any entity directly or indirectly controlling, controlled by or under common control with such Restricted Party, shall, either directly or indirectly, on such Restricted Party's own account or as an independent contractor, employee, consultant, agent, partner, joint venturer, member, owner, officer, director or stockholder of any other person, firm, corporation, partnership, limited liability company, association or other entity, or in any other capacity, in any way:
 - (a) for five (5) years from and after the date hereof (the "Restricted Period") conduct, engage in, or aid or assist anyone in the conduct of a business that offers

webhosting and/or related products or services and operates in whole or in part within any state of the United States of America; or

(b) during the Restricted Period, terminate, solicit, divert, take away or accept orders from, or attempt to solicit, divert, take away or accept orders from, any person, firm, corporation, partnership, limited liability company, association or other entity, wherever located, for whom Seller performed any services or to whom Seller sold any product within the eighteen (18) month period immediately preceding the date hereof; or

(c) during the Restricted Period, solicit, hire for employment or engage, or attempt to solicit, hire for employment or engage, any person who was an employee, independent contractor or consultant (provided, however, that the Restricted Party may solicit, hire or engage employees, independent contractors or consultants to render services with respect to matters that are in no way related to or competitive with the Business) who was either employed by or engaged by Seller within the twelve (12) month period immediately preceding the Closing Date (as defined in the Asset Purchase Agreement); or

(d) at any time use (whether during or after the Restricted Period) for the benefit of the Restricted Party or for any other person, firm, corporation, partnership, association or other entity, or divulge or disclose in any manner to any person, firm, corporation, partnership, association or other entity, the identity of the customers of the Business, Purchaser or any Affiliate or any of the methods of operation, financial data, sources of supply, know-how, pricing information, records, books, agreements, techniques, forms, procedures, systems, methods or processes, new product or service ideas or research, financial information or other trade secrets or confidential or proprietary information used in or relating to the Business (hereinafter referred to as the "Confidential Information"). Notwithstanding anything to the contrary contained in this Restrictive Covenant Agreement, the restrictions on the disclosure and use of the Confidential Information shall not apply to:

(i) information or techniques which are or become available to the public other than through disclosure (whether deliberate or inadvertent) by any party in violation of any restrictive covenant to which such party is bound;

(ii) disclosure of Confidential Information in judicial or administrative proceedings or other requirement of law to the extent a Restricted Party is legally compelled to disclose such information in the opinion of such Restricted Party's counsel, provided that such Restricted Party shall have used such Restricted Party's reasonable efforts to obtain an appropriate protective order or other assurance of confidential treatment for the information required to be so disclosed;

(iii) Confidential Information that becomes available to the Restricted Party from a third party who is under no confidential or fiduciary obligation to Purchaser or any Affiliate with respect to such Confidential Information; or

(iv) the disclosure of Confidential Information in connection with submitting proof or evidence in any legal or administrative proceeding to enforce the Restricted Party's rights and remedies hereunder, under the Asset Purchase Agreement, or under any of the documents contemplated hereby or thereby.

Notwithstanding the foregoing, the Seller will be released from its obligations under Section 2(a) above in the event Purchaser defaults under that certain Promissory Note of even date herewith made by Purchaser to Seller in the principal amount of \$3,925,216.66 and Seller exercises its remedies under that certain General Security Agreement of even date herewith between Purchaser and Seller. by taking physical possession of the Collateral (as defined thereunder).

3. **Remedies.** The Restricted Party hereby agrees that the periods of time, geographical scope and other limitations provided for in Paragraph 2 above are the minimum such terms necessary to protect Purchaser and its successors and assigns in the use and employment of the goodwill respecting the Business. The Restricted Party further agrees that damages cannot adequately compensate Purchaser in the event of such Restricted Party's breach of any of the covenants contained in Paragraph 2 above. Accordingly, the Restricted Party agrees that in the event of a breach of any of such covenants by such Restricted Party, Purchaser shall be entitled to obtain injunctive relief against such Restricted Party, without bond but upon due notice, in addition to such other relief as may appertain at law or in equity. Obtainment of any such injunction by Purchaser shall not be deemed an election of remedies or a waiver of any right to assert any other remedies Purchaser may have at law or in equity. The existence of any claim or cause of action of the Restricted Party against Purchaser, of whatever nature, shall not constitute a defense to the enforcement of these restrictive covenants. To the extent any of such restrictive covenants are deemed unenforceable by virtue of their scope, in terms of geographical area or length of time or otherwise, but may be made enforceable by limitations thereon, the Restricted Party agrees that the same shall be enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought. The parties hereto hereby authorize any court of competent jurisdiction to modify or reduce the scope of the restrictive covenants to the extent necessary to make such restrictive covenants enforceable.

4. **Indemnification.** The Restricted Party agrees to indemnify and hold Purchaser, its respective subsidiaries and affiliates and each of their respective directors, officers, shareholders, agents, representatives, employees, successors and assigns (collectively the "Indemnified Parties") harmless from and against any and all costs, expenses, losses, direct or indirect damages, fines, penalties or liabilities (including, without limitation, attorneys' fees, arbitrators' fees, expert witness fees, costs of investigation and proof of facts and other costs of litigation or arbitration, whether or not such litigation or arbitration is commenced) which any of the Indemnified Parties shall suffer, sustain or incur as a result of, arising from or in connection with any actual or alleged failure of performance or breach of agreement by such Restricted Party hereunder.

5. Miscellaneous.

(a) Written Agreement to Govern. This Restrictive Covenant Agreement, together with the Asset Purchase Agreement, sets forth the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior discussions, negotiations, understandings or written agreements among the parties hereto relating to the subject matter contained herein, and merges all prior and contemporaneous discussions among them.

(b) Law to Govern. The validity, construction and enforceability of this Restrictive Covenant Agreement shall be governed in all respects by the laws of the State of Illinois, without regard to its conflict of laws rules.

(c) Successors and Assigns. This Restrictive Covenant Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

(d) Waiver of Provisions. The terms, covenants and conditions of this Restrictive Covenant Agreement may be waived only by a written instrument executed by the party waiving compliance. The failure of any party at any time to require performance of any provisions hereof shall, in no manner, affect the right at a later date to enforce the same. No waiver by any party of any condition, or breach of any provision, term or covenant contained in this Restrictive Covenant Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term or covenant of this Restrictive Covenant Agreement.

(e) Construction. All headings of the various sections and paragraphs of this Agreement are for convenience only and do not affect the meaning or construction of any provision. All references in this Agreement to the singular usage will be construed to include the plural and the masculine and neuter usages to include each other and the feminine.



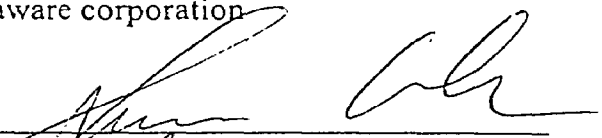
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IN WITNESS WHEREOF, the parties hereto have executed this Restrictive Covenant Agreement as of the date first written above.

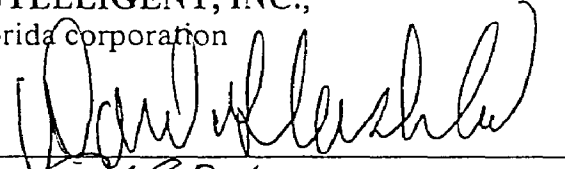
PURCHASER:

HOSTED VENTURES CORPORATION,
a Delaware corporation

By: 
Its: President

RESTRICTED PARTY:

NEUTELLIGENT, INC.,
a Florida corporation

By: 
Its: pres

RESTRICTIVE COVENANT AGREEMENT

THIS RESTRICTIVE COVENANT AGREEMENT is made this 17th day of July, 2003, by and among HOSTED VENTURES CORPORATION, a Delaware corporation ("Purchaser"), DAVID G. MARSHLACK ("David"), and BRUCE HAMMIL ("Bruce"; together with David the "Restricted Parties" and individually each a "Restricted Party").

WITNESSETH:

WHEREAS, the Restricted Parties collectively own all of the issued and outstanding shares of capital stock of Neutelligent, Inc., a Florida corporation ("Seller"); and

WHEREAS, Seller has its principal place of business at 412 East Madison Street, Tampa, Florida (the "Premises"); and

WHEREAS, Seller is engaged in the business of providing webhosting and related services (the "Business"); and

WHEREAS, pursuant to that certain Agreement for the Purchase and Sale of the Assets of Neutelligent, Inc., dated as of July 17, 2003 by and among Purchaser, Neutelligent, Inc. and the Restricted Parties (the "Asset Purchase Agreement"), Seller is selling to Purchaser and Purchaser is purchasing from Seller substantially all of the assets of Seller upon the terms and subject to the conditions set forth therein;

WHEREAS, the Restricted Parties will derive significant benefit from consummation of the transactions contemplated by the Asset Purchase Agreement and desire to induce Purchaser to consummate the transactions contemplated by the Asset Purchase Agreement and, in that regard, have agreed to execute and deliver this Restrictive Covenant Agreement and be bound by the terms and conditions hereof; and

WHEREAS, Purchaser is unwilling to consummate the transactions contemplated by the Asset Purchase Agreement unless the Restricted Parties agree to be bound by the terms of this Restrictive Covenant Agreement, and the Restricted Parties desire to do so.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by this reference.
2. Restrictive Covenants. Except in connection with services performed for or on behalf of Purchaser or any of its affiliates (an "Affiliate"), no Restricted Party, nor any entity directly or indirectly controlling, controlled by or under common control with such Restricted Party, shall, either directly or indirectly, on such Restricted Party's own account or as an independent contractor, employee, consultant, agent, partner, joint venturer, member, owner,

officer, director or stockholder of any other person, firm, corporation, partnership, limited liability company, association or other entity, or in any other capacity, in any way:

(a) for five (5) years from and after the date hereof (the "Restricted Period") conduct, engage in, or aid or assist anyone in the conduct of a business that offers webhosting and/or related products or services and operates in whole or in part within any state of the United States of America; or

(b) during the Restricted Period, terminate, solicit, divert, take away or accept orders from, or attempt to solicit, divert, take away or accept orders from, any person, firm, corporation, partnership, limited liability company, association or other entity, wherever located, for whom Seller performed any services or to whom Seller sold any product within the eighteen (18) month period immediately preceding the date hereof; or

(c) during the Restricted Period, solicit, hire for employment or engage, or attempt to solicit, hire for employment or engage, any person who was an employee, independent contractor or consultant (provided, however, that the Restricted Parties may solicit, hire or engage employees, independent contractors or consultants to render services with respect to matters that are in no way related to or competitive with the Business) who was either employed by or engaged by Seller within the twelve (12) month period immediately preceding the Closing Date (as defined in the Asset Purchase Agreement); or

(d) at any time use (whether during or after the Restricted Period) for the benefit of any Restricted Party or for any other person, firm, corporation, partnership, association or other entity, or divulge or disclose in any manner to any person, firm, corporation, partnership, association or other entity, the identity of the customers of the Business, Purchaser or any Affiliate or any of the methods of operation, financial data, sources of supply, know-how, pricing information, records, books, agreements, techniques, forms, procedures, systems, methods or processes, new product or service ideas or research, financial information or other trade secrets or confidential or proprietary information used in or relating to the Business (hereinafter referred to as the "Confidential Information"). Notwithstanding anything to the contrary contained in this Restrictive Covenant Agreement, the restrictions on the disclosure and use of the Confidential Information shall not apply to:

(i) information or techniques which are or become available to the public other than through disclosure (whether deliberate or inadvertent) by any party in violation of any restrictive covenant to which such party is bound;

(ii) disclosure of Confidential Information in judicial or administrative proceedings or other requirement of law to the extent a Restricted Party is legally compelled to disclose such information in the opinion of such Restricted Party's counsel, provided that such Restricted Party shall have used such Restricted Party's reasonable efforts to obtain an appropriate protective order or other

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assurance of confidential treatment for the information required to be so disclosed;

(iii) Confidential Information that becomes available to the Restricted Party from a third party who is under no confidential or fiduciary obligation to Purchaser or any Affiliate with respect to such Confidential Information; or

(iv) the disclosure of Confidential Information in connection with submitting proof or evidence in any legal or administrative proceeding to enforce the Restricted Party's rights and remedies hereunder, under the Asset Purchase Agreement, or under any of the documents contemplated hereby or thereby.

Notwithstanding the foregoing, the Restricted Parties will be released from their obligations under Section 2(a) above in the event Purchaser defaults under that certain Promissory Note of even date herewith made by Purchaser to Neutelligent, Inc. in the principal amount of \$3,925,216.66 and Neutelligent, Inc. exercises its remedies under that certain General Security Agreement of even date herewith between Purchaser and Neutelligent, Inc. by taking physical possession of the Collateral (as defined thereunder).

3. **Remedies.** Each Restricted Party hereby agrees that the periods of time, geographical scope and other limitations provided for in Paragraph 2 above are the minimum such terms necessary to protect Purchaser and its successors and assigns in the use and employment of the goodwill respecting the Business. Each Restricted Party further agrees that damages cannot adequately compensate Purchaser in the event of such Restricted Party's breach of any of the covenants contained in Paragraph 2 above. Accordingly, each Restricted Party agrees that in the event of a breach of any of such covenants by such Restricted Party, Purchaser shall be entitled to obtain injunctive relief against such Restricted Party, without bond but upon due notice, in addition to such other relief as may appertain at law or in equity. Obtainment of any such injunction by Purchaser shall not be deemed an election of remedies or a waiver of any right to assert any other remedies Purchaser may have at law or in equity. The existence of any claim or cause of action of any Restricted Party against Purchaser, of whatever nature, shall not constitute a defense to the enforcement of these restrictive covenants. To the extent any of such restrictive covenants are deemed unenforceable by virtue of their scope, in terms of geographical area or length of time or otherwise, but may be made enforceable by limitations thereon, each Restricted Party agrees that the same shall be enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought. The parties hereto hereby authorize any court of competent jurisdiction to modify or reduce the scope of the restrictive covenants to the extent necessary to make such restrictive covenants enforceable.

4. **Indemnification.** Each of the Restricted Parties agrees to indemnify and hold Purchaser, its respective subsidiaries and affiliates and each of their respective directors, officers, shareholders, agents, representatives, employees, successors and assigns (collectively the "Indemnified Parties") harmless from and against any and all costs, expenses, losses, direct or indirect damages, fines, penalties or liabilities (including, without limitation, attorneys' fees, arbitrators' fees, expert witness fees, costs of investigation and proof of facts and other costs of litigation or arbitration, whether or not such litigation or arbitration is commenced) which any of

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the Indemnified Parties shall suffer, sustain or incur as a result of, arising from or in connection with any actual or alleged failure of performance or breach of agreement by such Restricted Party hereunder.

5. Miscellaneous.

(a) Written Agreement to Govern. This Restrictive Covenant Agreement, together with the Asset Purchase Agreement, sets forth the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior discussions, negotiations, understandings or written agreements among the parties hereto relating to the subject matter contained herein, and merges all prior and contemporaneous discussions among them.

(b) Law to Govern. The validity, construction and enforceability of this Restrictive Covenant Agreement shall be governed in all respects by the laws of the State of Illinois, without regard to its conflict of laws rules.

(c) Successors and Assigns. This Restrictive Covenant Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

(d) Waiver of Provisions. The terms, covenants and conditions of this Restrictive Covenant Agreement may be waived only by a written instrument executed by the party waiving compliance. The failure of any party at any time to require performance of any provisions hereof shall, in no manner, affect the right at a later date to enforce the same. No waiver by any party of any condition, or breach of any provision, term or covenant contained in this Restrictive Covenant Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term or covenant of this Restrictive Covenant Agreement.

(e) Construction. All headings of the various sections and paragraphs of this Agreement are for convenience only and do not affect the meaning or construction of any provision. All references in this Agreement to the singular usage will be construed to include the plural and the masculine and neuter usages to include each other and the feminine.

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IN WITNESS WHEREOF, the parties hereto have executed this Restrictive Covenant Agreement as of the date first written above.

PURCHASER:

HOSTED VENTURES CORPORATION,
a Delaware corporation

By: [Signature]
Its: President

RESTRICTED PARTIES:

[Signature]
DAVID G. MARSHLACK

[Signature]
BRUCE HAMMILL

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RESTRICTIVE COVENANT AGREEMENT

THIS RESTRICTIVE COVENANT AGREEMENT is made this 17th day of July, 2003, by and among HOSTED VENTURES CORPORATION, a Delaware corporation ("Purchaser"), DAVID G. MARSHLACK ("David"), and BRUCE HAMMIL ("Bruce"; together with David the "Restricted Parties" and individually each a "Restricted Party").

WITNESSETH:

WHEREAS, the Restricted Parties collectively own all of the issued and outstanding shares of capital stock of Neutelligent, Inc., a Florida corporation ("Seller"); and

WHEREAS, Seller has its principal place of business at 412 East Madison Street, Tampa, Florida (the "Premises"); and

WHEREAS, Seller is engaged in the business of providing webhosting and related services (the "Business"); and

WHEREAS, pursuant to that certain Agreement for the Purchase and Sale of the Assets of Neutelligent, Inc., dated as of July __, 2003 by and among Purchaser, Neutelligent, Inc. and the Restricted Parties (the "Asset Purchase Agreement"), Seller is selling to Purchaser and Purchaser is purchasing from Seller substantially all of the assets of Seller upon the terms and subject to the conditions set forth therein;

WHEREAS, the Restricted Parties will derive significant benefit from consummation of the transactions contemplated by the Asset Purchase Agreement and desire to induce Purchaser to consummate the transactions contemplated by the Asset Purchase Agreement and, in that regard, have agreed to execute and deliver this Restrictive Covenant Agreement and be bound by the terms and conditions hereof; and

WHEREAS, Purchaser is unwilling to consummate the transactions contemplated by the Asset Purchase Agreement unless the Restricted Parties agree to be bound by the terms of this Restrictive Covenant Agreement, and the Restricted Parties desire to do so.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by this reference.
2. Restrictive Covenants. Except in connection with services performed for or on behalf of Purchaser or any of its affiliates (an "Affiliate"), no Restricted Party, nor any entity directly or indirectly controlling, controlled by or under common control with such Restricted Party, shall, either directly or indirectly, on such Restricted Party's own account or as an independent contractor, employee, consultant, agent, partner, joint venturer, member, owner,

officer, director or stockholder of any other person, firm, corporation, partnership, limited liability company, association or other entity, or in any other capacity, in any way:

(a) for five (5) years from and after the date hereof (the "Restricted Period") conduct, engage in, or aid or assist anyone in the conduct of a business that offers webhosting and/or related products or services and operates in whole or in part within any state of the United States of America; or

(b) during the Restricted Period, terminate, solicit, divert, take away or accept orders from, or attempt to solicit, divert, take away or accept orders from, any person, firm, corporation, partnership, limited liability company, association or other entity, wherever located, for whom Seller performed any services or to whom Seller sold any product within the eighteen (18) month period immediately preceding the date hereof; or

(c) during the Restricted Period, solicit, hire for employment or engage, or attempt to solicit, hire for employment or engage, any person who was an employee, independent contractor or consultant (provided, however, that the Restricted Parties may solicit, hire or engage employees, independent contractors or consultants to render services with respect to matters that are in no way related to or competitive with the Business) who was either employed by or engaged by Seller within the twelve (12) month period immediately preceding the Closing Date (as defined in the Asset Purchase Agreement); or

(d) at any time use (whether during or after the Restricted Period) for the benefit of any Restricted Party or for any other person, firm, corporation, partnership, association or other entity, or divulge or disclose in any manner to any person, firm, corporation, partnership, association or other entity, the identity of the customers of the Business, Purchaser or any Affiliate or any of the methods of operation, financial data, sources of supply, know-how, pricing information, records, books, agreements, techniques, forms, procedures, systems, methods or processes, new product or service ideas or research, financial information or other trade secrets or confidential or proprietary information used in or relating to the Business (hereinafter referred to as the "Confidential Information"). Notwithstanding anything to the contrary contained in this Restrictive Covenant Agreement, the restrictions on the disclosure and use of the Confidential Information shall not apply to:

(i) information or techniques which are or become available to the public other than through disclosure (whether deliberate or inadvertent) by any party in violation of any restrictive covenant to which such party is bound;

(ii) disclosure of Confidential Information in judicial or administrative proceedings or other requirement of law to the extent a Restricted Party is legally compelled to disclose such information in the opinion of such Restricted Party's counsel, provided that such Restricted Party shall have used such Restricted Party's reasonable efforts to obtain an appropriate protective order or other



assurance of confidential treatment for the information required to be so disclosed;

(iii) Confidential Information that becomes available to the Restricted Party from a third party who is under no confidential or fiduciary obligation to Purchaser or any Affiliate with respect to such Confidential Information; or

(iv) the disclosure of Confidential Information in connection with submitting proof or evidence in any legal or administrative proceeding to enforce the Restricted Party's rights and remedies hereunder, under the Asset Purchase Agreement, or under any of the documents contemplated hereby or thereby.

Notwithstanding the foregoing, the Restricted Parties will be released from their obligations under Section 2(a) above in the event Purchaser defaults under that certain Promissory Note of even date herewith made by Purchaser to Neutelligent, Inc. in the principal amount of \$3,925,216.66 and Neutelligent, Inc. exercises its remedies under that certain General Security Agreement of even date herewith between Purchaser and Neutelligent, Inc. by taking physical possession of the Collateral (as defined thereunder).

3. Remedies. Each Restricted Party hereby agrees that the periods of time, geographical scope and other limitations provided for in Paragraph 2 above are the minimum such terms necessary to protect Purchaser and its successors and assigns in the use and employment of the goodwill respecting the Business. Each Restricted Party further agrees that damages cannot adequately compensate Purchaser in the event of such Restricted Party's breach of any of the covenants contained in Paragraph 2 above. Accordingly, each Restricted Party agrees that in the event of a breach of any of such covenants by such Restricted Party, Purchaser shall be entitled to obtain injunctive relief against such Restricted Party, without bond but upon due notice, in addition to such other relief as may appertain at law or in equity. Obtainment of any such injunction by Purchaser shall not be deemed an election of remedies or a waiver of any right to assert any other remedies Purchaser may have at law or in equity. The existence of any claim or cause of action of any Restricted Party against Purchaser, of whatever nature, shall not constitute a defense to the enforcement of these restrictive covenants. To the extent any of such restrictive covenants are deemed unenforceable by virtue of their scope, in terms of geographical area or length of time or otherwise, but may be made enforceable by limitations thereon, each Restricted Party agrees that the same shall be enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought. The parties hereto hereby authorize any court of competent jurisdiction to modify or reduce the scope of the restrictive covenants to the extent necessary to make such restrictive covenants enforceable.

4. Indemnification. Each of the Restricted Parties agrees to indemnify and hold Purchaser, its respective subsidiaries and affiliates and each of their respective directors, officers, shareholders, agents, representatives, employees, successors and assigns (collectively the "Indemnified Parties") harmless from and against any and all costs, expenses, losses, direct or indirect damages, fines, penalties or liabilities (including, without limitation, attorneys' fees, arbitrators' fees, expert witness fees, costs of investigation and proof of facts and other costs of litigation or arbitration, whether or not such litigation or arbitration is commenced) which any of

the Indemnified Parties shall suffer, sustain or incur as a result of, arising from or in connection with any actual or alleged failure of performance or breach of agreement by such Restricted Party hereunder.

5. Miscellaneous.

(a) Written Agreement to Govern. This Restrictive Covenant Agreement, together with the Asset Purchase Agreement, sets forth the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior discussions, negotiations, understandings or written agreements among the parties hereto relating to the subject matter contained herein, and merges all prior and contemporaneous discussions among them.

(b) Law to Govern. The validity, construction and enforceability of this Restrictive Covenant Agreement shall be governed in all respects by the laws of the State of Illinois, without regard to its conflict of laws rules.

(c) Successors and Assigns. This Restrictive Covenant Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.


(d) Waiver of Provisions. The terms, covenants and conditions of this Restrictive Covenant Agreement may be waived only by a written instrument executed by the party waiving compliance. The failure of any party at any time to require performance of any provisions hereof shall, in no manner, affect the right at a later date to enforce the same. No waiver by any party of any condition, or breach of any provision, term or covenant contained in this Restrictive Covenant Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term or covenant of this Restrictive Covenant Agreement.

(e) Construction. All headings of the various sections and paragraphs of this Agreement are for convenience only and do not affect the meaning or construction of any provision. All references in this Agreement to the singular usage will be construed to include the plural and the masculine and neuter usages to include each other and the feminine.

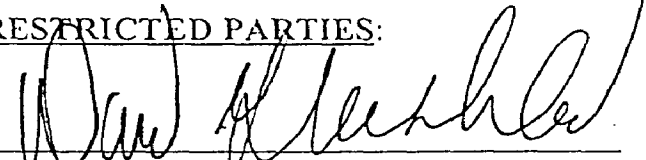
IN WITNESS WHEREOF, the parties hereto have executed this Restrictive Covenant Agreement as of the date first written above.


PURCHASER:

HOSTED VENTURES CORPORATION,
a Delaware corporation

By: 
Its: President

RESTRICTED PARTIES:


DAVID G. MARSHLACK


BRUCE HAMMIL

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