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MERGER OR SHARE EXCHANGE
NATIONAL LEISURE GROUP INC.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

(Profit Corporations)

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

First: The name and jurisdiction of the surviving corporation:

EFFECTIVE DATE

12-25-04

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
National Leisure Group Inc.	Delaware	F02000003985

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
The Cruise Line Inc.	Florida	P02000105773
1 800 Cruises, Inc.	Florida	H51971

Third: The Plan of Merger is attached.

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

OR 12 / 25 / 04 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)
at 3:00 P.M.

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)
The Plan of Merger was adopted by the shareholders of the surviving corporation on December 22, 2004

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)
The Plan of Merger was adopted by the shareholders of the merging corporation(s) on December 22, 2004

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

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature

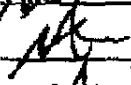
Typed or Printed Name of Individual & Title

National Leisure Group, Inc.



Stephen Spohn, Treasurer

The Cruise Line Inc.



Stephen Spohn, Treasurer

1 800 Cruises, Inc.



Stephen Spohn, Treasurer

Agreement and Plan of Merger

This Agreement and Plan of Merger (this "Agreement") is made as of December 22, 2004, between Nerve Holding Corp., a Delaware corporation ("Nerve"), CruiseMasters, Inc., a California corporation ("CruiseMasters"), Goodfellow Enterprises, Inc., a California corporation ("Goodfellow"), The Cruise Line Inc., a Florida Corporation ("The Cruise Line"), 1 800 Cruises, Inc., a Florida corporation ("1 800 Cruises"), SNS Coach Line, Inc., an Alaska corporation ("SNS Coach Line"), National Leisure Group, Inc., a Delaware corporation ("National Leisure Group" or, after the Effective Time (as defined herein), the "Surviving Corporation"), and Blue Sea Partners, LLC ("Blue Sea"), in accordance with Section 251 and Section 252 of the General Corporation Law of the State of Delaware, Section 1108 of the General Corporation Law of the State of California, Section 1107 of the Florida Business Corporation Act and Section 562 of the Alaska Corporations Code.

WITNESSETH:

WHEREAS, the Boards of Directors of each of Nerve, CruiseMasters, Goodfellow, The Cruise Line, 1 800 Cruises, SNS Coach Line, and National Leisure Group desire to merge Nerve, CruiseMasters, Goodfellow, The Cruise Line, 1 800 Cruises, and SNS Coach Line, respectively, with and into National Leisure Group pursuant to the terms and conditions of this Agreement (the "Mergers"); and

WHEREAS, each of (i) the Boards of Directors of Nerve, CruiseMasters, Goodfellow, The Cruise Line, 1 800 Cruises, SNS Coach Line, National Leisure Group, (ii) Blue Sea, in its capacity the sole stockholder of each of Nerve, CruiseMasters, Goodfellow, The Cruise Line, 1 800 Cruises, and SNS Coach Line, and (iii) NLG Holdings, in its capacity as the sole stockholder of National Leisure Group, has adopted a resolution approving this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereby agree as follows:

Section 1. General.

- 1.1. The Mergers. At the Effective Time of the Mergers, Nerve, CruiseMasters, Goodfellow, The Cruise Line, 1 800 Cruises and SNS Coach Line (collectively, the "Disappearing Corporations") shall each be merged with and into National Leisure Group, the separate legal existence of each of the Disappearing Corporations shall cease and National Leisure Group shall continue as the surviving corporation (the "Surviving Corporation").
- 1.2. Name of Surviving Corporation. The name of the Surviving Corporation shall be National Leisure Group, Inc.
- 1.3. Certificate of Incorporation and Bylaws of Surviving Corporation. At the Effective Time, automatically and without any further action, the Certificate of Incorporation of National Leisure Group shall be the Certificate of Incorporation

of the Surviving Corporation. From and after the Effective Time, the Bylaws of National Leisure Group shall be the Bylaws of the Surviving Corporation.

- 1.4. Directors and Officers of the Surviving Corporation. From and after the Effective Time, the respective directors and officers of National Leisure Group shall continue in office as directors and officers of the Surviving Corporation, subject to the provisions of the Certificate of Incorporation and Bylaws of the Surviving Corporation.
- 1.5. Property and Liabilities of the Disappearing Corporations. At the Effective Time, the separate legal existence of each Disappearing Corporations shall cease and the Surviving Corporation shall, from and after the Effective Time, possess all the rights, privileges, powers and franchises of whatsoever nature and description, of a public as well as a private nature, of each of the Disappearing Corporations and be subject to all restrictions, liabilities and duties of each of the Disappearing Corporations; all rights, privileges, powers and franchises of each of the Disappearing Corporations, all property, real, personal and mixed, of and debts due to each of the Disappearing Corporations on whatever account including stock subscriptions and all other things in action or belonging to each of the Disappearing Corporations shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, franchises and all other interests of each Disappearing Corporations shall be thereafter as effectually the property of the Surviving Corporation as they were of each of the Disappearing Corporations and the title to any real estate vested by deed or otherwise in each of the Disappearing Corporations shall not revert or be in any way impaired by reason of the Mergers. All rights of creditors and all liens upon the property of each of the Disappearing Corporations shall be preserved unimpaired and all debts, liabilities and duties of each of the Disappearing Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Any claim existing or action or proceeding, whether civil, criminal or administrative, pending by or against any of the Disappearing Corporations may be prosecuted to judgment or decree as if the Mergers had not taken place, or the Surviving Corporation may be substituted in such action or proceeding.
- 1.6. Further Assurances. Each of the Disappearing Corporations agrees that at any time, or from time to time, as and when requested by the Surviving Corporation, or by its successors or assigns, it will execute and deliver or cause to be executed and delivered in its name by its last acting officers, or by the corresponding officers of the Surviving Corporation, all such conveyances, assignments, transfers, deeds or other instruments and will take or cause to be taken such further or other action as the Surviving Corporation, or its successors or assigns, may deem necessary or desirable in order to evidence the transfer, vesting or devolution of any property, right, privilege or franchise or to vest or perfect in or confirm to the Surviving Corporation, or its successors or assigns, title to and possession of all the property, rights, privileges, powers, franchises and interests

referred to in this Section 1 and otherwise to carry out the intent and purposes hereof.

- 1.7. Effective Time. This Agreement shall become effective at 3:00 p.m. B.S.T. on December 25, 2004 (the "Effective Time").

Section 2. Treatment of Securities.

- 2.1. Mergers. As of the Effective Time, automatically and without further action, each share of outstanding stock in each of the Disappearing Corporations shall be canceled in exchange for \$1.00 per share. The number of shares of outstanding stock in each of the Disappearing Corporations is as follows: Nerve, 100 shares of common stock; CruiseMasters, 25 shares of common stock; Goodfellow, 297 shares of common stock; The Cruise Line, 100 shares of common stock; 1 800 Cruises, 20 shares of common stock; and SNS Coach Line, 100 shares of common stock.

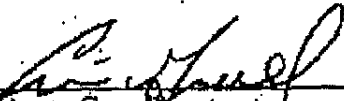
Section 3. Miscellaneous.

- 3.1. Section 562 of the Alaska Corporations Code. In accordance with Section 562 of the Alaska Corporations Code, the Surviving Corporation hereby: (i) agrees that it may be served with process in Alaska in a proceeding for the enforcement of any obligation of SNS Coach Line, the sole Alaska corporation party to the Mergers, and in a proceeding for the enforcement of the rights of a dissenting shareholder of SNS Coach Line against the Surviving Corporation; (ii) irrevocably appoints the commissioner (as that term is used in the Alaska Corporations Code) as its agent to accept service of process in a proceeding described in Section 562(2)(A) of the Alaska Corporations Code; and (iii) agrees that it will promptly pay to the dissenting shareholders of SNS Coach Line the amount which they are entitled under provisions of the Alaska Corporations Code with respect to the rights of dissenting shareholders.
- 3.2. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one Agreement.

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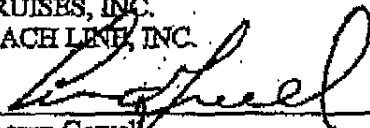
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.


NATIONAL LEISURE GROUP, INC.

By: 
Name: Aaron Gowell
Title: President

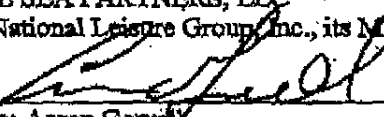
By: 
Name: Stephen Spohn
Title: Assistant Secretary

NERVE HOLDING CORP.
CRUISEMASTERS, INC.
GOODFELLOW ENTERPRISES, INC.
THE CRUISE LINE, INC.
1 800 CRUISES, INC.
SNS COACH LINE, INC.

By: 
Name: Aaron Gowell
Title: President

By: 
Name: Brad Geratner
Title: Secretary

BLUE SEA PARTNERS, LLC
By: National Leisure Group, Inc., its Member

By: 
Name: Aaron Gowell
Title: President