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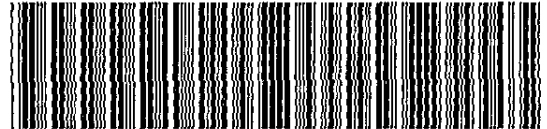
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DIVISION OF CORPORATION

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January 30, 2006

**CORPORATION NAME (S) AND DOCUMENT NUMBER (S):**

Spyglass Investments, Inc. merging Minieri Interval Resorts, Inc., et al (FILE SECOND)

**Filing Evidence**

- ☒ Plain/Confirmation Copy
- ☐ Certified Copy

**Retrieval Request**

- ☐ Photocopy
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**Type of Document**

- ☐ Certificate of Status
- ☐ Certificate of Good Standing
- ☐ Articles Only
- ☐ All Charter Documents to Include Articles & Amendments
- ☐ Fictitious Name Certificate
- ☐ Other

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	Non Profit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of RA Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Reports
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation
<input type="checkbox"/>	Reinstatement

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

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DIVISION OF REGISTRATION

ARTICLES OF MERGER  
OF  
SPYGLASS INVESTMENTS, INC., a Florida corporation  
and  
MINIERI INTERVAL RESORTS, INC., a Florida corporation  
and  
MINIERI SUNCOAST, INC., a Florida corporation  
and  
MINIERI VOYAGER, INC., a Florida corporation  
and  
REGENCY ALL SEASONS, INC., a Florida corporation  
and  
REGENCY MONTEREY, INC., a Florida corporation  
and  
REGENCY REDINGTON AMBASSADOR, INC., a Florida corporation

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TALLAHASSEE, FLORIDA

THE UNDERSIGNED CORPORATIONS hereby adopt the following Articles of Merger in accordance with the Florida Business Corporation Act, including but not limited to Florida Statutes § 607.1104.

ARTICLE I. Constituent Corporations. The names of the constituent corporations that are parties to the Merger and these Articles of Merger are SPYGLASS INVESTMENTS, INC., a Florida corporation, (the "Surviving Corporation") and the following (each a "Merged Corporation" and collectively the "Merged Corporations"):

MINIERI INTERVAL RESORTS, INC., a Florida corporation  
MINIERI SUNCOAST, INC., a Florida corporation  
MINIERI VOYAGER, INC., a Florida corporation  
REGENCY ALL SEASONS, INC., a Florida corporation  
REGENCY MONTEREY, INC., a Florida corporation  
REGENCY REDINGTON AMBASSADOR, INC., a Florida corporation

The Surviving Corporation is the sole shareholder and parent corporation of each Merged Corporation.

ARTICLE II. Surviving Corporation. The corporation to survive the Merger is SPYGLASS INVESTMENTS, INC., a Florida corporation, which shall continue under its present name.

ARTICLE III. Plan of Merger. A copy of the Plan of Merger is attached hereto marked Exhibit "A" and made a part hereof (the "Plan of Merger").

ARTICLE IV. Adoption. The Plan of Merger was duly adopted by the shareholders and the members of the Board of Directors of both the Surviving Corporation and each of the Merged Corporations by

unanimous written consent of even date herewith as required by the laws of the State of Florida and no statement as to the rights of dissenting shareholders pursuant to Section 607.1103, Florida Statutes, is required.

IN WITNESS WHEREOF, the undersigned have executed and signed these Articles of Merger this 26 day of January, 2006.

ATTEST:

Susan A. Silva  
Susan A. Silva, Secretary

(CORPORATE SEAL)

SPYGLASS INVESTMENTS, INC.  
a Florida corporation

By: JOHN E. HUDSON, President

ATTEST:

Susan A. Silva  
Susan A. Silva, Secretary

(CORPORATE SEAL)

MINIERI INTERVAL RESORTS, INC.  
a Florida corporation

By: JOHN E. HUDSON, President

ATTEST:

Susan A. Silva  
Susan A. Silva, Secretary

(CORPORATE SEAL)

MINIERI SUNCOAST, INC.  
a Florida corporation

By: JOHN E. HUDSON, President

ATTEST:

Susan A. Silva  
Susan A. Silva, Secretary

(CORPORATE SEAL)

MINIERI VOYAGER, INC.  
a Florida corporation

By: JOHN E. HUDSON, President

ATTEST:

Susan A. Silva  
Susan A. Silva, Secretary

(CORPORATE SEAL)

ATTEST:

Susan A. Silva  
Susan A. Silva, Secretary

(CORPORATE SEAL)

ATTEST:

Susan A. Silva  
Susan A. Silva, Secretary

(CORPORATE SEAL)

REGENCY ALL SEASONS, INC.  
a Florida corporation

By: John E. Hudson  
JOHN E. HUDSON, President

REGENCY MONTEREY, INC.  
a Florida corporation

By: John E. Hudson  
JOHN E. HUDSON, President

REGENCY REDINGTON AMBASSADOR,  
INC.  
a Florida corporation

By: John E. Hudson  
JOHN E. HUDSON, President

## PLAN OF MERGER

This PLAN OF MERGER (the "Plan"), is made and entered into this 26<sup>th</sup> day of January, 2006, by and between SPYGLASS INVESTMENT INVESTMENTS, INC., a Florida corporation (the "Surviving Corporation"), and the following corporations (each a "Merged Corporation" and collectively the "Merged Corporations"):

MINIERI INTERVAL RESORTS, INC., a Florida corporation  
MINIERI SUNCOAST, INC., a Florida corporation  
MINIERI VOYAGER, INC., a Florida corporation  
REGENCY ALL SEASONS, INC., a Florida corporation  
REGENCY MONTEREY, INC., a Florida corporation  
REGENCY REDINGTON AMBASSADOR, INC., a Florida corporation

### Recitals

A. The Surviving Corporation and each of the Merged Corporations desire to adopt a plan of reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended, (the "Code") for the purpose of qualifying such asset acquisition as a reorganization pursuant to the provisions of Section 368(a)(1)(A) of such Code by effecting a merger pursuant to Sections 607.1101 and 607.1104 of the Florida Business Corporation Act.

B. The Surviving Corporation desires to merge and combine with the Merged Corporation in order to achieve administrative efficiencies and further its corporate purpose.

NOW, THEREFORE, for and in consideration of the recitals and the representations, warranties, covenants, agreements and undertakings hereinafter set forth, the parties agree to the following Plan of Merger and Reorganization:

1. Plan of Merger. On the Effective Date of the Merger specified herein, the Merged Corporations shall merge with and into the Surviving Corporation in accordance with the laws of the State of Florida. The Surviving Corporation shall continue to exist under the laws of the State of Florida and the separate existence of the Merged Corporations shall terminate on the Effective Date of the Merger.

2. Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation will not differ from its

Articles of Incorporation before the Merger and shall not be changed by virtue of the Merger.

3. Bylaws. The Bylaws of the Surviving Corporation in effect on the Effective Date of the Merger shall be the Bylaws of the Surviving Corporation until amended in accordance with law, or as specified in the Articles of Incorporation or Bylaws.

4. Effective Date of the Merger. The date the Merger shall become effective (the "Effective Date") shall be January 31, 2006, pursuant to Section 607.1105 of the Florida Business Corporation Act.

5. Effect of Merger. On the Effective Date of the Merger the separate existence of each Merged Corporation shall cease. As provided by the Florida Business Corporation Act, the Surviving Corporation shall thereupon and thereafter possess all of the rights, privileges, immunities and franchises of a public, as well as of a private nature, of each Merged Corporation and be subject to all the restrictions, disabilities and duties of each such corporation; and all property, real, personal and mixed, and all debts due on whatsoever account, including all subscription to shares, and all other choses in action, and all and every interest, of or belonging to or due to each Merged Corporation shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate or any interest therein, vested in each Merged Corporation shall not revert or in any way be impaired by reason of such Merger. The Surviving Corporation shall henceforth be responsible and liable for all liabilities and obligations of each Merged Corporation; and any claim existing or action or proceeding pending by or against each Merged Corporation may be prosecuted as if such Merger had not taken place, or the Surviving Corporation may be substituted in its place. Neither the rights of creditors nor any liens upon the property of the Merged Corporations shall be impaired by such Merger.

6. No Exchange of Shares. On the Effective Date of the Merger, each issued share of each Merged Corporation shall be cancelled due to the fact that the Surviving Corporation is the sole shareholder of each Merged Corporation. The issued shares of the Surviving Corporation shall not be converted or exchanged in any manner, but each said share which is issued as of the Effective Date of the Merger shall continue to represent one issued share of the Surviving Corporation.

7. Joint Representations of the Parties. Each of the parties represents and warrants that it will treat this transaction as a reorganization pursuant to the provisions of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended, and

each of the parties represents and warrants that it will file its tax returns in such a manner so as to reflect this transaction as a reorganization pursuant to said provisions of the Internal Revenue Code.

8. Counterparts. This Agreement may be executed in one or more counterparts and all such counterparts collectively shall be deemed to constitute one and the same agreement.

9. Further Assurances. If, at any time, the officers of the Surviving Corporation shall determine that additional conveyances, documents, or other actions are necessary to carry out the provisions of this Plan of Merger, the officers and directors of each Merged Corporation as of the Effective Date of the Merger shall execute such conveyances, or documents or take such actions.

10. Amendment/Abandonment of Plan. The Shareholders of each Merged Corporation and the shareholders of the Surviving Corporation have authorized the Board of Directors of each Corporation to amend this Plan of Merger or abandon the Merger, prior to the filing of the Articles of Merger with the Florida Department of State, without further action of the Shareholders.

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

WITNESSES:

Susan A. Silva

\_\_\_\_\_

Susan A. Silva

\_\_\_\_\_

Susan A. Silva

\_\_\_\_\_

SPYGLASS INVESTMENTS, INC.  
a Florida corporation

By: [Signature]  
JOHN E. HUDSON, President

MINIERI INTERVAL RESORTS, INC.  
a Florida corporation

By: [Signature]  
JOHN E. HUDSON, President

MINIERI SUNCOAST, INC.  
a Florida corporation

By: [Signature]  
JOHN E. HUDSON, President



Susan A. Silva

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Susan A. Silva

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Susan A. Silva

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Susan A. Silva

\_\_\_\_\_


MINIERI VOYAGER, INC.  
a Florida corporation

By:   
JOHN E. HUDSON, President

REGENCY ALL SEASONS, INC.  
a Florida corporation

By:   
JOHN E. HUDSON, President

REGENCY MONTEREY, INC.  
a Florida corporation

By:   
JOHN E. HUDSON, President

REGENCY REDINGTON AMBASSADOR,  
INC.  
a Florida corporation

By:   
JOHN E. HUDSON, President