

PO00000041672  
J. STEPHEN CRAWFORD, CHARTERED

28000 SPANISH WELLS BOULEVARD  
BONITA SPRINGS, FLORIDA 34135

Telephone (941) 949-1818  
Facsimile (941) 949-1822

June 28, 2001

Department of State  
Division of Corporations  
Amendments Section  
409 East Gaines Street  
Tallahassee, Florida 32301

100004452091--3  
-06/29/01--01079--019  
\*\*\*\*105.00 \*\*\*\*105.00

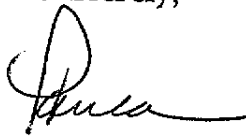
Re: **Sungold, Inc., a Florida corporation**  
**Turbine Yacht, Inc., a Florida corporation**  
**Real One Investments, Inc., a Florida corporation**

Gentlemen:

Enclosed please find the original Articles of Merger, together with a photocopy of the Plan of Merger, regarding the above reference entities. We have also enclosed a check in the amount of \$105.00

If there are any questions regarding this filing please call the undersigned.

Sincerely,



Paula S. Ward for  
J. Stephen Crawford

Enclosures as noted.

EFFECTIVE DATE

6-30-01

FILED  
01 JUN 29 PM 3:50  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Merger

T BROWN AUG 20 2001



FLORIDA DEPARTMENT OF STATE

Katherine Harris  
Secretary of State

July 6, 2001

J. STEPHEN CRAWFORD, CHARTERED  
28000 SPANISH WELLS BLVD.  
BONITA SPRINGS, FL 34135

SUBJECT: REAL ONE INVESTMENTS, INC.  
Ref. Number: P00000041672

We have received your document for REAL ONE INVESTMENTS, INC. and your check(s) totaling \$105.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Your document is being returned as requested.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6869.

Teresa Brown  
Corporate Specialist

Letter Number: 701A00040102

*Law Offices*  
**J. STEPHEN CRAWFORD, CHARTERED**

**28000 SPANISH WELLS BOULEVARD  
BONITA SPRINGS, FLORIDA 34135**

Telephone (941) 949-1818  
Facsimile (941) 949-1822

August 7, 2001

Florida Department of State  
Division of Corporation  
Attn.: Teresa Brown  
P. O. Box 6327  
Tallahassee, Florida 32314

**Re: Real One Investments, Inc.**

Dear Ms. Brown:

Enclosed please find the revised Agreement and Plan of Merger and the Articles of Merger, together with a copy of your letter.

Should you have any questions please call.

Sincerely,

*J. S. Crawford/pad*  
J. Stephen Crawford

Enclosures as noted.

ARTICLES OF MERGER  
Merger Sheet

MERGING:

SUNGOLD, INC., a Florida corporation, P96000057017

TURBINE YACHT, INC. not qualified in Florida

INTO

**REAL ONE INVESTMENTS, INC.**, a Florida entity, P00000041672.

File date: June 29, 2001 , effective June 30, 2001

Corporate Specialist: Teresa Brown

FILED  
01 JUN 29 PM 3: 50  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

## ARTICLES OF MERGER

of  
**Sungold, Inc.**, a Florida corporation,  
and  
**Turbine Yacht, Inc.**, a Delaware corporation  
into  
**Real One Investments, Inc.**, a Florida corporation

EFFECTIVE DATE  
6-30-01

ARTICLES OF MERGER between **Sungold, Inc.**, a Florida corporation, **Turbine Yacht, Inc.**, a Delaware corporation and **Real One Investments, Inc.**, a Florida corporation.

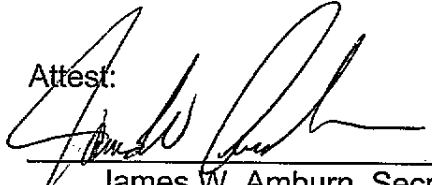
Pursuant to §607.1105, Florida Statutes, **Sungold, Inc.**, **Turbine Yacht, Inc.**, and **Real One Investments, Inc.**, adopt the following Articles of Merger.

1. The Agreement and Plan of Merger, dated June 13, 2001 between **Sungold, Inc.**, a Florida corporation, and **Turbine Yacht, Inc.**, a Delaware corporation, and **Real One Investments, Inc.**, a Florida corporation, was approved and adopted by all of the shareholders of **Sungold, Inc.**, **Turbine Yacht, Inc.** and **Real One Investments, Inc.** on June 13, 2001.
2. Under the Plan of Merger, all issued and outstanding shares of **Sungold, Inc.** and all issued and outstanding shares of **Turbine Yacht, Inc.** will be acquired by means of a merger of **Sungold, Inc.** and **Turbine Yacht, Inc.** into **Real One Investments, Inc.** the surviving corporation.
3. The Plan of Merger is attached as Exhibit A and incorporated by reference as if fully set forth.
4. Under §607.1105(1)(b), Florida Statutes, the date and time of the effectiveness of the Merger shall be at midnight June 30, 2001, provided these Articles of Merger are filed with the Secretary of State of Florida.

Page 1 of 2 pages.

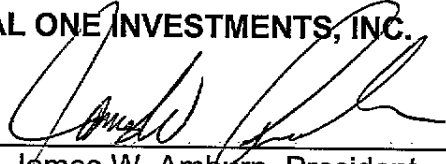
In witness whereof, the parties have executed these Articles of Merger on  
June 13, 2001.

Attest:


  
\_\_\_\_\_  
James W. Amburn, Secretary  
(Corporate Seal)

**REAL ONE INVESTMENTS, INC.**

By:

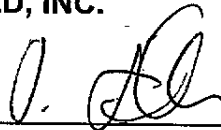
  
\_\_\_\_\_  
James W. Amburn, President

Attest:

  
\_\_\_\_\_  
Peter Firnhaber, Secretary  
(Corporate Seal)

**SUNGOLD, INC.**

By:

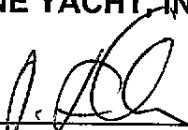
  
\_\_\_\_\_  
Peter Firnhaber, President

Attest:

  
\_\_\_\_\_  
Peter Firnhaber, Secretary  
(Corporate Seal)

**TURBINE YACHT, INC.**

By:

  
\_\_\_\_\_  
Peter Firnhaber, President

# AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger, dated June 13, 2001, is made and entered into by and between **Real One Investments, Inc.**, a Florida corporation with its principal offices located at 28000 Spanish Wells Boulevard, Bonita Springs, Florida 34135, and **Sungold, Inc.**, a Florida corporation with its principal offices located at 3566 Congo Court, Cape Coral, Florida 33904, and **Turbine Yacht, Inc.**, a Delaware corporation with its principal office at 417 Bayshore Drive, Cape Coral, Florida 33904.

## RECITALS

WHEREAS, the parties desire that Sungold, Inc. and Turbine Yacht, Inc. be merged into Real One Investments, Inc. (the "Merger"), with Real One Investments, Inc. being the surviving corporation, all as more particularly set forth herein; and

WHEREAS, the board of directors of each of the parties to this Agreement and Agreement and Plan of Merger has determined that the proposed transaction is advisable and for the general welfare and advantage of their respective corporations and shareholders and have recommended to their respective shareholders that the proposed transaction be consummated; and

WHEREAS, the Merger shall be consummated pursuant to and in accordance with the terms and conditions set forth in this Agreement and Agreement and Plan of Merger.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in this Agreement and Plan of Merger, the parties agree as follows:

1. Plan of Merger. Sungold, Inc., a Florida corporation, and Turbine Yacht, Inc., a Delaware corporation, will merge into Real One Investments, Inc., a Florida corporation, which shall be the surviving corporation.

2. Articles of Incorporation. The Articles of Incorporation of Real One Investments, Inc. as in effect immediately before the effective date of the merger shall, without any changes, be the Articles of Incorporation of the surviving corporation from and after the effective date until further amended as permitted by law.

3. Shares of Stock. On the effective date of the merger each share of the common stock of Sungold, Inc. and of Turbine Yacht, Inc., being the only authorized,

issued and outstanding shares of said corporations shall without more be converted into and exchanged for one share of common stock of Real One Investments, Inc. in accordance with this Agreement and Plan of Merger. Each share of common stock of Real One Investments, Inc. that is issued and outstanding on the effective date of the merger shall continue as an outstanding share of the surviving corporation.

4. Assignment of Agreement and Agreement and Plan of Mergers. Real One Investments, Inc. will assume at the closing all Agreement and Agreement and Plan of Mergers, contracts, and commitments, written or oral, of Sungold, Inc. and of Turbine Yacht, Inc. in effect on June 13, 2001 (collectively, the "Assumed Contracts").

5. Satisfaction of Rights of Shareholders of Sungold, Inc. and Turbine Yacht, Inc. All shares of Real One Investments, Inc. into which shares of Sungold, Inc. and Turbine Yacht, Inc. shall have been converted and become exchangeable under this Agreement and Plan of Merger shall be deemed to have been paid in full satisfaction of such converted shares. None of the constituent corporations have issued fractional shares.

6. Effect of Merger. On the effective date of the merger the separate existence of Sungold, Inc. and of Turbine Yacht, Inc. shall cease, and Real One Investments, Inc., the surviving corporation, shall be fully vested in all rights, privileges, immunities, powers and franchises of Sungold, Inc. and Turbine Yacht, Inc., subject to the restrictions, liabilities, disabilities and duties set forth in §607.1106, Florida Statutes.

7. Instruments of Conveyance and Transfer. On the effective date of the merger, Sungold, Inc. and Turbine Yacht, Inc. shall deliver to Real One Investments, Inc. such deeds, bills of sale, endorsements, assignments, and other good and sufficient instruments of transfer, conveyance, and assignment satisfactory to Real One Investments, Inc. and its counsel as shall be effective to vest in and warrant to Real One Investments, Inc. good and marketable title to the assets, subject to all existing mortgages, security Agreement and Agreement and Plan of Mergers, pledges, charges, claims, liens, and encumbrances other than the liens and encumbrances, and to transfer to Real One Investments, Inc. all rights and obligations of Sungold, Inc. and Turbine Yacht, Inc. under the Assumed Contracts. Simultaneously with such delivery, Sungold, Inc. and Turbine Yacht, Inc. shall take all steps as may be required to put Real One Investments, Inc. in actual possession and operating control of the Assets and the Business of Sungold, Inc. and of Turbine Yacht, Inc.

8. Supplemental Action. If at any time after the effective date of the merger Real One Investments, Inc. shall determine that any further conveyances, Agreement

and Agreement and Plan of Mergers, documents, instruments, deeds, bills of sale, endorsements, assignments and assurances or any further action is necessary or desirable to carry out the provisions of this Agreement and Plan of Merger, the appropriate officers of Real One Investments, Inc., or Sungold, Inc. or Turbine Yacht, Inc., as the case may be, whether past or remaining in office, shall execute and deliver, on the request of Real One Investments, Inc., any and all proper conveyances, Agreement and Agreement and Plan of Mergers, documents, instruments, deeds, bills of sale, endorsements, assignments and assurances, and perform all necessary or proper acts, to vest, perfect, confirm or record such title thereto in Real One Investments, Inc., or to otherwise carry out the provisions of this Agreement and Plan of Merger.

9. Further Assurances. Sungold, Inc. and Turbine Yacht, Inc. shall from time to time at the request of Real One Investments, Inc. and without further consideration, execute and deliver such instruments of transfer, conveyance, and assignment in addition to those delivered under Section 1.4 and take such other action as Real One Investments, Inc. may reasonably request to more effectively transfer, convey, and assign to and vest in Real One Investments, Inc., and to put Real One Investments, Inc. in possession of, all or any portion of the Assets. In the event that any consent required to transfer any of the Assumed Contracts to Real One Investments, Inc. has not been received by the Closing, and Real One Investments, Inc. waives such non-receipt and proceeds to Closing, Sungold, Inc. shall be obligated without further consideration to use its best efforts to secure for the Real One Investments, Inc. the benefits of such contract.

10. Closing. Closing shall take place at 28000 Spanish Wells Boulevard, Bonita Springs, Florida 34135, at 10:00 A.M., on June 15, 2001 (the "closing date"), or at another time, date, and/or place mutually agreed to by the parties. Closing shall be consummated by the execution and acknowledgement by Real One Investments, Inc. and Sungold, Inc. and Turbine Yacht, Inc. of Articles of Merger in accordance with §607.1101, Florida Statutes, and other applicable law. The Articles of Merger executed and acknowledged shall be delivered for filing by Real One Investments, Inc. to the Secretary of State as promptly as possible after the consummation of the closing. The Articles of Merger shall specify the effective date and time of the Merger as June 30, 2001.

11. Amendment and Waiver. Any of the terms or conditions of this Agreement and Plan of Merger may be waived at any time by any of the constituent corporations which is, or the shareholders of which are, entitled to the benefit thereof by action of the Board of Directors of such corporation, or by the vote of the shareholders, in

accordance with the provisions of §607.1103, Florida Statutes.

12. Termination. At any time before the effective date (whether before or after the filing of the Articles of Merger), this Agreement and Plan of Merger may be terminated and the Merger abandoned by mutual consent of the Boards of Directors of the constituent corporations, notwithstanding favorable actions of the shareholders of the constituent corporations.

13. Venue. Any litigation arising under this Agreement and Plan of Merger shall be instituted only in Lee County, Florida, the place where this Agreement and Plan of Merger was executed. All parties agree that venue shall be proper in that county for all such legal or equitable proceedings.

14. Severability. Each section, subsection, and lesser section of this Agreement and Plan of Merger constitutes a separate and distinct undertaking, covenant, and/or provision. If any provision of this Agreement and Plan of Merger shall be determined to be unlawful, such provision shall be deemed severed from this Agreement and Plan of Merger, but every other provision of this Agreement and Plan of Merger shall remain in full force and effect.

15. Rights in Third Parties. Except as otherwise specifically provided, nothing expressed or implied in this Agreement and Plan of Merger is intended, or shall be construed, to confer on or give any person, firm, or corporation, other than the parties and their respective shareholders, any rights or remedies under or by reason of this Agreement and Plan of Merger.

16. Expenses. Each party shall pay its own expenses in connection with the negotiation and consummation of the transactions contemplated by this Agreement and Plan of Merger.

17. Miscellaneous. Time is of the essence of this Agreement and Plan of Merger. This Agreement and Plan of Merger is made in the State of Florida and shall be governed by Florida law. This is the entire agreement between the parties and may not be modified or amended except by a written document signed by the party against whom enforcement is sought. This Agreement and Plan of Merger may be signed in more than one counterpart, in which event each counterpart shall constitute an original of this Agreement and Plan of Merger. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement and Plan of Merger. Whenever used herein, the singular shall include the plural, the plural shall include the singular, and pronouns shall be read as

masculine, feminine, or neuter as the context requires. The prevailing party in any litigation, arbitration, or mediation relating to this Agreement and Plan of Merger shall be entitled to recover reasonable attorney fees from the any adverse party for all matters, including but not limited to appeals. Lee County, Florida, shall be proper venue for any litigation involving this Agreement and Plan of Merger.

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

Attest:

By: 

James W. Amburn, Secretary  
(Corporate Seal)

**REAL ONE INVESTMENTS, INC.**

By: 

James W. Amburn, President

Attest:

By: 

Peter Firnhaber, Secretary  
(Corporate Seal)

**SUNGOLD, INC.**

By: 

Peter Firnhaber, President

Attest:

By: 

Peter Firnhaber, Secretary  
(Corporate Seal)

**TURBINE YACHT, INC.**

By: 

Peter Firnhaber, President