

P04000173264

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

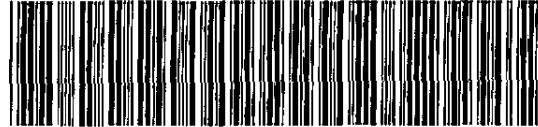
(Document Number)

Certified Copies ☒

Certificates of Status ☐

Special Instructions to Filing Officer:

Office Use Only



300052918823

05/05/05--01059--006 **85.75

FILED

05 MAY 27 PM 2:00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Morgan

T BROWN MAY 27 2005

Florida Division of Corporations
409 E. Gaines Street
Tallahassee, Florida 32399

April 26, 2005

Re: Merger Filing

To whom it may concern:

Enclosed please find the Articles of Merger for Triton Technologies, Inc. and the appropriate fee. Please send a certified copy to the address below via UPS. I have included a return label. Please do not hesitate to contact me at the address or phone number below in regards to this matter. Thank you in advance for your time and attention to this matter.

Sincerely,

A handwritten signature in dark ink, appearing to read 'D. Zanardi', written over a horizontal line.

David G. Zanardi, Esq.
Managing Partner

TRANSMITTAL LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Triton Technologies, Inc.
(Name of surviving corporation)

The enclosed merger and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

David ZAVARDI
(Name of person)

Triton Technologies, Inc.
(Name of firm/company)

12355 Sunrise Valley Drive, Suite 615
(Address)

Reston, Virginia 20191
(City/state and zip code)

For further information concerning this matter, please call:

David ZAVARDI at (703) 476-4270
(Name of person) (Area code & daytime telephone number)

☒ Certified copy (optional) \$8.75 (plus \$1 per page for each page over 8, not to exceed a maximum of \$52.50; please send an additional copy of your document if a certified copy is requested)

Mailing Address:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Amendment Section
Division of Corporations
409 E. Gaines St.
Tallahassee, FL 32399

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:

Name

Jurisdiction

Document Number
(If known/ applicable)

Bernard Haldane Associates, Inc. Nevada

Second: The name and jurisdiction of each merging corporation:

Name

Jurisdiction

Document Number
(If known/ applicable)

Triton Technologies, Inc.

Florida

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 4 / 15 / 05 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

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 March 23, 2005.

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 March 23, 2005.

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)

FILED
05 MAR 27 PM 2:00
CLERK OF STATE
TALLAHASSEE, FLORIDA

Name of Corporation

Signature

Typed or Printed Name of Individual & Title

Triton Technologies Inc

re 

Christopher A. Zarnack, President
CEO

Barnard Haldane Associates Inc. By Minid

Director

**ACQUISITION AGREEMENT
AND
PLAN OF MERGER**

AGREEMENT, made this 23rd day of March, 2005, by and among Bernard Haldane Associates, Inc., a Nevada corporation, ("Haldane"), Triton Technologies, Inc., a Florida corporation and the persons executing this agreement (referred to collectively as "Shareholders" and individually as "Shareholder") who own all of the outstanding shares of Triton Technologies, Inc., ("Triton").

RECITALS

WHEREAS, Haldane a public, non-reporting company whose stated purpose is to seek a business to merge with or acquire an operating business has identified and desires to acquire 100% of the total outstanding capital stock of Triton Technologies, Inc. in contemplation of combining the entities; and

WHEREAS, Haldane desires to acquire all of the issued and outstanding shares of common stock of Triton in exchange for 28,500,000 unissued shares of the common stock of Haldane (the "Haldane Common Stock" or "Haldane Shares"); and

WHEREAS, Triton Technologies, Inc. and its Shareholders agree to enter into a business combination transaction which shall result in the combination of the two entities with the former Shareholders of Triton Technologies, Inc. controlling a majority of the combined entity; and

WHEREAS, the Merger is intended to qualify as a tax-free reorganization under Sections 368 (a)(1)(A) and 368 (a)(2)(E) of the Internal Revenue Code of 1986, as amended (the "Code"); and

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

ARTICLE 1

EXCHANGE OF SECURITIES

1.1 Issuance of Shares. Subject to all of the terms and conditions of this Agreement, Haldane agrees to exchange the Haldane Common Stock in exchange for 100% of the outstanding common shares of Triton (the "Triton Common Stock") with the Shareholders as set forth in Exhibit A.

1.2 Exemption from Registration; Reorganization. The parties hereto intend that the Haldane Common Stock to be issued to the Shareholders shall be exempt from the registration requirements of the Securities Act of 1933, as amended (the "Act"), and pursuant to applicable state statutes. The parties hereto expect this transaction to qualify as a tax-free reorganization under Sections 368 (a)(1)(A) and 368 (a)(2)(E) of the Internal Revenue Code of 1986, as amended (the

"Code") but no IRS ruling or opinion of counsel is being sought in connection therewith and such ruling or opinion is not a condition to closing the transactions herein contemplated.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDERS AND GULF WEST PROPERTY DEVELOPMENT, INC.

The Shareholders and Triton hereby represent and warrant to Haldane that:

2.1 Organization. Triton Technologies, Inc. is a corporation duly organized, validly existing, and in good standing under the laws of Florida, has all necessary corporate powers to own its properties and to carry on its business as now owned and operated by it, and is duly qualified to do business and is in good standing in each of the states and other jurisdictions where its business requires qualification.

2.2 Capital. The authorized capital stock of Triton consists of 1,000,000 shares of Common Stock, .001 par value per share, of which 1,000,000 shares are currently issued and outstanding. The shares currently outstanding are owned by the Shareholders of Triton as set forth in Exhibit A hereto. All of the issued and outstanding shares of Triton are duly and validly issued, fully paid, and nonassessable. There are no outstanding subscriptions, options, rights, warrants, debentures, instruments, convertible securities, or other agreements or commitments obligating Triton to issue or transfer from its treasury any additional shares of its capital stock of any class or to repurchase any such shares.

2.3 Business Plan. The Business Plan of Triton delivered to Haldane accurately describes the business and operations of Triton. Triton has all right title and interest in future patents, formulas, trademarks, know-how, and other intellectual property discussed in such Business Plan or required to undertake the business and operations and manufacture and sell the products described in such Business Plan and is not required to pay any royalties for the use of such intellectual property to any person or entity.

2.4 Directors and Officers. Exhibit B to this Agreement, the text of which is hereby incorporated herein by reference, contains the names and titles of all directors and officers of Triton as of the date of this Agreement.

2.5 Compliance with Laws. Triton has substantially complied with, and is not in violation of, all applicable federal, state or local statutes, laws and regulations, including, without limitation, any applicable building, zoning, environmental, employment or other law, ordinance or regulation affecting its properties, products or the operation of its business except where such non-compliance would not have a materially adverse effect on the business or financial condition of Triton. Triton has all licenses and permits required to conduct its business as now being conducted and as contemplated in its Business Plan heretofore delivered to Haldane except where such non-compliance would not have a materially adverse effect on the business or financial condition of Triton.

2.6 Financial Statements. Marked as Exhibit C hereto and delivered to Haldane is a copy of the balance sheets of Triton as at December 31, 2004, together with the notes thereto and income statement of Triton for the fiscal periods then ended. These financial statements have been prepared from the books and records of Triton, and present fairly the financial position of Triton as at, 2004, and the results of operation of Triton for the fiscal year then ended, and have been prepared in accordance with generally accepted accounting principles consistently applied with those used in preparing financial statements of Triton during prior fiscal periods.

2.7 Absence of Changes. Since the date of the most recent financial statements included in Exhibit C, there has not been any change in the financial condition or operations of Triton, except for changes in the ordinary course of business, which changes have not in the aggregate been materially adverse.

2.8 Absence of Undisclosed Liabilities. As of the date of its most recent balance sheet included in Exhibit C, Triton did not have any material debt, liability, or obligation of any nature, whether accrued, absolute, contingent or otherwise, and whether due or to become due, that is not reflected in such balance sheet or incurred in the ordinary course of business following the date of the last balance sheet included in Exhibit C.

2.9 Investigation of Financial Condition. Without in any manner reducing or otherwise mitigating the representations contained herein, Haldane and/or its attorneys shall have the opportunity to meet with accountants and attorneys to discuss the financial condition of Triton. Triton shall make available to Haldane and/or its attorneys all books and records of Triton. If the transaction contemplated hereby is not completed, all documents received by Haldane and/or its attorneys shall be returned to Triton and all information so received shall be treated as confidential.

2.10 Litigation. Triton is not a party to any suit, action, arbitration or legal, administrative or other proceeding, or governmental investigation pending or, to the best knowledge of Triton, threatened against or affecting Triton or its business, assets or financial condition, except for matters which would not have a material affect on Triton or its properties. Triton is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality applicable to it. Triton is not engaged in any lawsuits to recover any material amount of monies due to it.

2.11 Ownership of Shares. The delivery of Triton Common Stock as contemplated herein will result in Haldane's immediate acquisition of record and beneficial ownership of 100% of Triton's capital stock, free and clear of all liens and encumbrances subject to applicable State and Federal securities laws. Such shares were duly and validly issued, fully paid and non-assessable.

2.13 Ability to Carry Out Obligations. The execution and delivery of this Agreement by the Shareholders and Triton and the performance by the Shareholders of the obligations hereunder in the time and manner contemplated will not cause, constitute or conflict with or result in (a) any material breach or violation of any of the provisions of or constitute a material default under any license, indenture, mortgage, charter, instrument, articles of incorporation, by-laws, or other agreement or instrument to which Triton is a party, or by which it may be bound, nor will any consents or authorizations of any party other than those hereto be required, (b) an event that would

permit any party to any material agreement or instrument to terminate it or to accelerate the maturity of any indebtedness or other obligation of Triton, or (c) an event that would result in the creation or imposition of any material lien, charge, or encumbrance on any asset of Triton.

2.14 Assets. Triton has good and marketable title to all of the properties and assets reflected on its latest balance sheet included in Exhibit C (except for property and assets disposed of in the ordinary course of business after the date thereof), free and clear of all liens and encumbrances, except as noted therein, and except for liens of taxes not delinquent.

2.12 Indemnification. Shareholders (severally in proportion to their shares in Triton as set forth in Exhibit A) and Triton agree to defend and hold Haldane harmless against and in respect of any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest, penalties, and reasonable attorney fees, that it shall incur or suffer, which arise out of, result from or relate to any breach of, or failure by Shareholders to perform any of their respective representations, warranties, covenants and agreements in this Agreement or in any exhibit or other instrument furnished or to be furnished by Shareholders under this Agreement.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF BERNARD HALDANE ASSOCIATES, INC.

Haldane represents and warrants to Triton and the Shareholders that:

3.1 Organization. Haldane is a corporation duly organized, validly existing, and in good standing under the laws of Nevada, has all necessary corporate powers to own its properties and to carry on its business as now owned and operated, and duly qualified to do business in each of such states and other jurisdictions where its business requires such qualification.

3.2 Capital. At the Closing the authorized capital stock of Haldane will consist of 100,000,000 shares of \$.0001 par value Common Stock of which 30,000,000 shares of Haldane Common Stock will be issued and outstanding. All of the issued and outstanding shares will be duly and validly issued, fully paid and nonassessable. There are no outstanding subscriptions, options, rights, warrants, convertible securities, or other agreements or commitments obligating Haldane to issue or to transfer from its treasury any additional shares of its capital stock of any class or to repurchase any such shares.

3.3 Business. On or before the closing Haldane shall have disposed of its current business and operations so that as of the closing the only business and operations of Haldane shall be that conducted by Triton.

3.4 Investigation of Financial Condition. Without in any manner reducing or otherwise mitigating the representations contained herein, Shareholders shall have the opportunity to meet with Haldane's Board to discuss the financial condition of Haldane. Haldane shall make available to Shareholders all books and records of Haldane.

3.5 Compliance with Laws. Haldane has complied with, and is not in violation of, all applicable federal, state or local statutes, laws and regulations (including, without limitation, any applicable building, zoning, environmental or other law, ordinance, or regulation) affecting its properties or the operation of its business, except where non-compliance would not have a materially adverse effect on the business or operations of Haldane.

3.6 Litigation. Haldane is not a party to any suit, action, arbitration, or legal, administrative, or other proceeding, or governmental investigation pending or, to the best knowledge and belief of Haldane, threatened against or affecting Haldane or its business, assets, or financial condition. PCBI is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality applicable to it. PCBI is not engaged in any lawsuits to recover any material amount of monies due to it.

3.7 Authority. The Board of Directors of Haldane has authorized the execution of this Agreement and the transactions contemplated herein, and when approved by the shareholders of Haldane it will have full power and authority to execute, deliver and perform this Agreement and this Agreement will be the legal, valid and binding obligation of Haldane, is enforceable in accordance with its terms and conditions, except as may be limited by bankruptcy and insolvency laws and by other laws affecting the rights of creditors generally.

3.8 Ability to Carry Out Obligations. The execution and delivery of this Agreement by Haldane and the performance by Haldane will not conflict with or result in (a) any material breach or violation of any of the provisions of or constitute a default under any license, indenture, mortgage, charter, instrument, certificate of incorporation, bylaw, or other agreement or instrument to which Haldane is a party, or by which it may be bound, nor will any consents or authorizations of any party other than those hereto be required, (b) an event that would permit any party to any material agreement or instrument to terminate it or to accelerate the maturity of any indebtedness or other obligation of Haldane, or (c) an event that would result in the creation or imposition of any material lien, charge, or encumbrance on any asset of Haldane.

3.9 Title. The shares of Haldane stock to be issued pursuant to this Agreement will be, at closing, free and clear of all liens, security interests, pledges, charges, claims encumbrances and restrictions of any kind. None of such shares of Haldane stock are or will be subject to voting trusts or agreements, no person holds or has the right to receive any proxy or similar instrument with respect to such shares, except as provided in this Agreement. Haldane is not a party to any agreement, which offers or grants to any person the right to purchase or acquire any of the securities to be issued pursuant to this Agreement. There is no applicable local, state or federal law rule, regulation or decree which would, as a result of the issuance of the shares of Haldane stock, impair, restrict or delay any voting rights with respect to the shares of Haldane stock.

3.10 National Quotation Bureau Pink Sheet Listing. Haldane is currently listed on the National Quotation Bureau Pink Sheets Board with the following symbol: BHAL.

3.11 Indemnification. Haldane agrees to indemnify, defend and hold Shareholders and Triton harmless against and in respect of any and all claims, demands, losses, costs, expenses,

obligations, liabilities, damages, recoveries and deficiencies, including interest, penalties, and reasonable attorney fees, that they shall incur or suffer, which arise out of, result from or relate to any breach of, or failure by Haldane to perform any of its representations, warranties, covenants and agreements in this Agreement or in any exhibit or other instrument furnished or to be furnished by Haldane under this Agreement.

ARTICLE 4

ADDITIONAL REPRESENTATIONS AND WARRANTIES OF SHAREHOLDERS

4.1 Share Ownership. The Shareholders hold shares of Triton Common Stock as set forth in Exhibit A hereto. Such shares are owned of record and beneficially by each holder thereof, and such shares are not subject to any lien, encumbrance or pledge. Each Shareholder has the authority to exchange such shares pursuant to this Agreement.

4.2 Investment Intent. Each Shareholder understands and acknowledges that the shares of Haldane Common Stock are being offered for exchange in reliance upon the exemption provided in Section 4(2) of the Securities Act of 1933 (the "Securities Act") for non-public offerings; and each Shareholder makes the following representations and warranties with the intent that the same may be relied upon in determining the suitability of each Shareholder as a purchaser of securities.

(a) The Haldane Shares are being acquired solely for the account of each Shareholder, for investment purposes only, and not with a view to, or for sale in connection with, any distribution thereof and with no present intention of distributing or reselling any part of the Haldane Shares.

(b) Each Shareholder agrees not to dispose of his Haldane Shares or any portion thereof unless and until counsel for Haldane shall have determined that the intended disposition is permissible and does not violate the Securities Act of 1933 (the "1933 Act") or any applicable state securities laws, or the rules and regulations thereunder.

(c) Each Shareholder acknowledges that Haldane has made all documentation pertaining to all aspects of Haldane and the transaction herein available to him/her and to his/her qualified representative(s), if any, and has offered such person or persons an opportunity to discuss Haldane and the transaction herein with the officers of Haldane.

4.3 Shareholders and Issued Stock. Exhibit A annexed hereto sets forth the names, shareholdings and consents of 100% of Triton shareholders to this transaction.

4.4 Indemnification. Each Shareholder recognizes that the offer of Haldane Shares to him/her is based upon his/her representations and warranties set forth and contained herein and hereby agrees to indemnify and hold harmless Haldane against all liability, costs or expenses (including reasonable attorney's fees) arising as a result of any misrepresentations made herein by such Shareholder.

4.5 Restrictive Legend. Each Shareholder agrees that the certificates evidencing the Haldane Shares acquired pursuant to this Agreement will have a legend placed thereon which will

restrict the sale of said shares for times and upon conditions that are subject to federal and state securities laws.

ARTICLE 5

PRE-CLOSING COVENANTS

5.1 Investigative Rights. From the date of this Agreement each party shall provide to the other party, and such other party's counsels, accountants, auditors, and other authorized representatives, full access during normal business hours to all of Triton's and Haldane's properties, books, contracts, commitments, and records for the purpose of examining the same. Each party shall furnish the other party with any information concerning Triton's and Haldane's affairs as the other party may reasonably request.

5.2 Conduct of Business. Prior to the Closing, Triton and Haldane shall each conduct its business in the normal course, and shall not sell, pledge, or assign any assets, without the prior written approval of the other party, except in the regular course of business. Neither Triton or Haldane shall amend its Articles of Incorporation or Bylaws, declare dividends, redeem or sell stock or other securities, incur additional or newly-funded liabilities, acquire or dispose of fixed assets, change employment terms, enter into any material or long-term contract, guarantee obligations of any third party, settle or discharge any balance sheet receivable for less than its stated amount, pay more on any liability than its stated amount, or enter into any other transaction other than in the regular course of business.

ARTICLE 6

POST-CLOSING COVENANTS

6.1 For the one year following the Closing herein:

(a) Change of Shares. Haldane will not decrease its outstanding common stock shares by reverse stock split, combination, reclassification or other similar event for one year following the Closing herein.

(b) Prompt registration of Transfer. Haldane shall register transfer of the common stock of Haldane as required by the Uniform Commercial Code within three (3) business days after receipt of proper documentation for such transfer request. Restricted securities shall be transferred without restrictive legend if supported by an opinion of counsel to the shareholder to which Haldane's counsel has no reasonable objection.

(c) Issue of Additional Shares. Issuance and sales of Haldane's securities to affiliated investors will be on the same terms as non-affiliated investors and shall be for fair market value.

(d) **Additional Financing.** Haldane will use its best efforts to acquire additional funding in order to proceed with its business plan. Haldane will be solely responsible for such funding.

6.2 **Prompt resignation of officers and directors:** Upon closing all existing Haldane officers and directors shall have resigned and **Christopher Zanardi** shall be elected President, CEO and Director.

6.3 **Benefit for all Haldane Shareholders:** The foregoing provisions of this Article 6 are expressly set forth for the benefit of all shareholders of Haldane and may not be amended or waived. Any shareholder damaged by a violation of these provisions shall have the right to seek an injunction and/or damages, including reasonable attorneys' fees, for such violation.

6.4 **Continuation of business activities of existing Haldane customers:** Upon the closing the company shall cease any and all business activity.

ARTICLE 7

CLOSING

7.1 **Closing.** The Closing of this transaction shall be held at the offices of Haldane, or such other place as shall be mutually agreed upon, on such date as shall be mutually agreed upon by the parties. In the event the Closing herein has not been completed by March 24, 2005 any party hereto may terminate this agreement and in such event this Agreement shall be null and void. At the Closing:

(a) Each Shareholder shall present the certificates representing his/her/its shares of Triton being exchanged to Haldane, and such certificates will be duly endorsed.

(b) Each Shareholder shall receive a certificate or certificates representing the number of shares of Haldane Common Stock for which the shares of Triton common stock shall have been exchanged.

(c) Haldane shall deliver an officer's certificate, as described in Section 8.5 hereof, dated the Closing Date, that all representations, warranties, covenants and conditions set forth in this Agreement on behalf of Haldane are true and correct as of, or have been fully performed and complied with by, the Closing Date.

(d) Haldane shall deliver a signed consent and/or Minutes of the Directors of Haldane approving this Agreement and each matter to be approved by the Directors of Haldane under this Agreement.

(e) Shareholders shall deliver a certificate, as described in Section 7.6 hereof, dated the Closing Date, that all representations, warranties, covenants and conditions set forth in this Agreement on behalf of Shareholders are true and correct as of, or have been fully performed and complied with by, the Closing Date.

ARTICLE 8

MISCELLANEOUS

8.1 Captions. The Article and paragraph headings throughout this Agreement are for convenience and reference only, and shall in no way be deemed to define, limit, or add to the meaning of any provision of this Agreement.

8.2 No Oral Change. This Agreement and any provision hereof, may not be waived, changed, modified, or discharged orally, but it can be changed by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought. After the Closing, this Agreement may be amended only with the approval of 91% of the shareholders of Haldane's common stock in attendance at a meeting of the shareholders (in person or by proxy) specifically called to approve such amendment provided that the shares voted at the meeting were issued without violation of this Agreement.

8.3 Non-Waiver. Except as otherwise expressly provided herein, no waiver of any covenant, condition, or provision of this Agreement shall be deemed to have been made unless expressly in writing and signed by the party against whom such waiver is charged; and (i) the failure of any party to insist in any one or more cases upon the performance of any of the provisions, covenants, or conditions of this Agreement or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of any such provisions, covenants, or conditions, (ii) the acceptance of performance of anything required by this Agreement to be performed with knowledge of the breach or failure of a covenant, condition, or provision hereof shall not be deemed a waiver of such breach or failure, and (iii) no waiver by any party of one breach by another party shall be construed as a waiver with respect to any other or subsequent breach.

8.4 Time of Essence. Time is of the essence of this Agreement and of each and every provision hereof.

8.5 Entire Agreement. This Agreement contains the entire Agreement and understanding among the parties hereto, supersedes all prior agreements and understandings, and constitutes a complete and exclusive statement of the agreements, responsibilities, representations and warranties of the parties.

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

8.7 Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given or delivered by a national courier service, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

To Haldane: Raymond J McNamee
Pegasus Capital, Inc.
9315 Residencia
Newport Beach, CA 92660

To Triton: David Zanardi
General Counsel
12355 Sunrise Valley Drive Suite 615
Reston, Virginia 20191

8.8 Binding Effect. This Agreement shall inure to and be binding upon the heirs, executors, personal representatives, successors and assigns of each of the parties to this Agreement.

8.9 Mutual Cooperation. The parties hereto shall cooperate with each other to achieve the purpose of this Agreement, and shall execute such other and further documents and take such other and further actions as may be necessary or convenient to effect the transaction described herein.

8.10 Announcements. Haldane and Shareholders will consult and cooperate with each other as to the timing and content of any announcements of the transactions contemplated hereby to the general public or to employees, customers or suppliers.

8.11 Expenses. Each party will pay its own legal, accounting and any other out-of-pocket expenses reasonably incurred in connection with this transaction, whether or not the transaction contemplated hereby is consummated.

8.12 Brokerage. Triton, Haldane and Shareholders each represent that no finder, broker, investment banker or other similar person has been involved in this transaction. Each party agrees to indemnify and hold the others harmless from payment of any brokerage fee, finder's fee or commission claimed by any other person or entity who claims to have been involved in the transaction herein because of an association with such party.

8.13 Survival of Representations and Warranties. The representations and warranties of the parties set forth in this Agreement or in any instrument, certificate, opinion, or other writing providing for it, shall survive the Closing irrespective of any investigation made by or on behalf of any party for a period of one year.

8.14 Exhibits. As of the execution hereof, the parties hereto have provided each other with the Exhibits provided for hereinabove, including any items referenced therein or required to be attached thereto. Any material changes to the Exhibits shall be immediately disclosed to the other party.

8.15 Arbitration of Disputes. Any dispute or controversy arising out of or relating to this Agreement, any document or instrument delivered pursuant to, in connection with, or simultaneously with this Agreement, or any breach of this Agreement or any such document or instrument shall be settled by arbitration in accordance with the rules then in effect of the American Arbitration

Association or any successor thereto. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitration shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. Each party in such arbitration shall pay their respective costs and expenses of such arbitration and all the reasonable attorneys' fees and expenses of their respective counsel.

8.16 Facsimile Execution. This Agreement may be executed in counterparts by original or telefax signatures, and all counterparts of this Agreement, which are executed by telefax signature, shall be valid and binding as original signatures for all purposes.

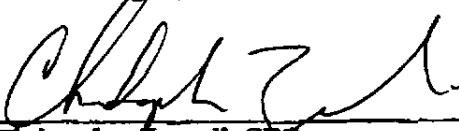
8.17 Choice of Law. This Agreement and its application shall be governed by the laws of the State of Nevada.

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

Bernard Haldane Associates, Inc.

By: 
Michael Mancini, Director

Triton Technologies, Inc.

By: 
Christopher Zanardi, CEO

TRITON

TECHNOLOGIES

EXHIBIT A

Shareholder Name	Amount
Michael J. Wiegold	100,000
Christopher Zanardi	500,000
David G. Zanardi	300,000
Internal Hydro International, Inc.	100,000

TRITON

TECHNOLOGIES

EXHIBIT B

Name

Position

Michael J. Wiegold
Christopher Zanardi
David G. Zanardi

Chief Financial Officer/Treasurer
Chief Executive Officer
Secretary

Board of Directors

Christopher Zanardi
Dudley Moore

EXHIBIT C

<div style="border: 1px solid black; padding: 5px; display: inline-block;"> TRITON TECHNOLOGIES </div>	
	2005
Revenue Per Division	
Ethanol Plant	\$22,526,400.00
Energy Commander	\$1,157,414
Battery Plant	\$4,470,000.00
EQUUS	\$1,500,000
TOTAL	\$29,653,814
Cost of Goods Sold	
Energy Commander	\$350,000.00
Ethanol Plant	\$11,863,308.00
Battery Plant	\$3,208,218.00
EQUUS	\$1,000,000.00
Total CGS	\$16,421,526.00
EBITDA Per Division	
Ethanol Plant*	\$10,663,094
Energy Commander	\$807,414
Battery Plant*	\$946,782.00
EQUUS	\$500,000.00
TRITON Corporate (G&A, OEM)	\$1,027,955.00
TOTAL ANNUAL AFTERTAX INCOME	\$8,322,534.78

* Assumes \$8.3 million debt financing.