

P97 000052254

THE STORM HIGH PERFORMANCE

SOUND CORPORATION
8756 122 AVENUE NE
KIRKLAND, WASHINGTON 98033
(800) 549 - 6546

FILED

00 SEP 18 PM 3:24

BY FEDERAL EXPRESS

September 15, 2000

STATE OF FLORIDA
TALLAHASSEE, FLORIDA

Division of Corporations
409 East Gaines Street
Tallahassee, Florida 32399

900003396809--1
-09/18/00--01084--021
*****70.00 *****70.00

Attention: Douglas Spitler

Re: Merger of Magellan Filmed Entertainment, Inc., a Nevada corporation (Survivor) and The Storm High Performance Sound Corporation., a Florida corporation.

Dear Mr. Spitler:

Our attorney, Guy K. Stewart, Jr., has asked that our Articles of Merger be sent directly from us to you, rather than through him, as this would necessitate the extra step of having to mail the executed documents to him for re-transmittal by him to you. However, if you have any questions or comments, please call him at (305) 441-0911.

In any event, in accordance with you prior telephone conference with Mr. Stewart, enclosed please find:

1. Duly executed Articles of Merger of Magellan Filmed Entertainment, Inc., a Nevada corporation (the "Survivor" or "Magellan"), and The Storm High Performance Sound Corporation., a Florida corporation, ("Storm") to which Articles are attached the Plan of Merger.

2. Since there are two corporations, a check for \$70.00 from Magellan made payable to the Secretary of State.

3. Two extra copies of the Articles of Merger (without the Plan) are enclosed to be clocked in and returned to Magellan and Mr. Stewart in the enclosed stamped, self-addressed return envelopes. (We do not need Certified Copies.)

This merger is being undertaken following:

i) as to Storm, the shareholders approval the Plan by an Action by Consent in Writing in lieu of a Special Meeting of the Shareholders by a vote of 26,666,667 (55%) for approval of the Plan, and none voted against such Plan effective September 7, 2000; and

ii) as to Magellan, the Board of Directors of Storm, which company holds all of the outstanding shares of Magellan Filmed Entertainment, Inc., approval of the Plan at a meeting of the Board held on July 27, 2000, and reconfirmed through the Action by Consent in Writing effective September 7, 2000..

Finally, Guy asks that I thank you in advance for your courtesy.

Yours truly,


James G. Brewer

Merger
9-18-00
JMS

cc: Guy K. Stewart, Jr.

ARTICLES OF MERGER
Merger Sheet

MERGING:

THE STORM HIGH PERFORMANCE SOUND CORPORATION, a Florida
corporation, P97000052254

INTO

MAGELLAN FILMED ENTERTAINMENT, INC., a Nevada corporation not
qualified in Florida.

File date: September 18, 2000

Corporate Specialist: Doug Spittler

ARTICLES OF MERGER
(Profit Corporations)

FILED
00 SEP 18 PM 3:24
TALLAHASSEE, FLORIDA

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 is:

<u>Name</u>	<u>Jurisdiction</u>
Magellan Filmed Entertainment, Inc.	Nevada

Second: The name and jurisdiction of each merging corporation is:

<u>Name</u>	<u>Jurisdiction</u>
The Storm High Performance Sound Corp	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 / / (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 September 7, 2000.

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 September, 7, 2000.

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)

Patrick F. Charles, President

PLAN OF MERGER
(Merger of subsidiary corporation(s))

The following plan of merger is submitted in compliance with section 607.1104, F.S. and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the parent corporation owning at least 80 percent of the outstanding shares of each class of the subsidiary corporation is:

<u>Name</u>	<u>Jurisdiction</u>
<u>The Storm High Performance Sound Corp</u>	<u>Florida</u>

The name and jurisdiction of each subsidiary corporation is

<u>Name</u>	<u>Jurisdiction</u>
<u>Magellan Filmed Entertainment, Inc.</u>	<u>Nevada</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

The manner and basis of converting the shares of the subsidiary or parent into shares, obligations, or other securities of the parent or any other corporation or, in whole or in part, into cash or other property, and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, and other securities of the surviving or any other corporation or, in whole or in part, into cash or other property is as follows:

See Attached Plan of Merger

(Attach additional sheets if necessary)

If the merger is between the parent and a subsidiary corporation and the parent is not the surviving corporation; a provision for the pro rata issuance of shares of the subsidiary to the holders of the shares of the parent corporation upon surrender of any certificates is as follows:

See Attached Plan of Merger

If applicable, shareholders of the subsidiary corporations, who, except for the applicability of section 607.1104, F.S. would be entitled to vote and who dissent from the merger pursuant to section 607.1320, F.S., may be entitled, if they comply with the provisions of chapter 607 regarding the rights of dissenting shareholders, to be paid the fair value of their shares. N/A

Other provisions relating to the merger are as follows:

See Attached Plan of Merger

AGREEMENT OF MERGER AND
PLAN OF MERGER AND REORGANIZATION

Agreement of Merger and Plan of Merger and Reorganization dated July 27, 2000, by and between The Storm High Performance Sound Corp, a \Florida corporation ("SHPE"), and Magellan Filmed Entertainment, Inc, a Nevada corporation ("Magellan") (hereinafter, SHPE and Magellan being called the "Constituent Corporations").

WHEREAS:

1. The Boards of Directors of SHPE and Magellan have resolved that SHPE be merged (hereinafter called the "Merger") under and pursuant to the Nevada Statutes Revised and the Florida Business Corporation Act into a single corporation existing under the laws of the State of Nevada, to wit, Magellan, which shall be the surviving corporation (such corporation in its capacity as such surviving corporation being sometimes referred to herein as the "Surviving Corporation") in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended;

2. The authorized capital stock of SHPE consists of 50,000,000 shares of capital stock with a par value of \$.0001 per share (hereinafter called "SHPE Stock"), 48,329,510 shares of which are issued and outstanding;

3. The authorized capital stock of Magellan consists of (a) 200,000,000 shares of common stock with a par value of \$.001 per share (hereinafter called "Magellan Stock"), 1,000 shares of which are issued and outstanding, and (b) 50,000,000 shares of preferred stock with a par value of \$.001 per share, none of which are issued and outstanding; and

4. The respective Boards of Directors of SHPE and Magellan have approved the Merger upon the terms and conditions hereinafter set forth and have approved this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions and covenants herein contained, the parties hereto hereby agree, in accordance with the Nevada Revised Statutes and the Florida Business Corporation Act, that SHPE shall be, at the Effective Date (as hereinafter defined), merged into a single corporation existing under the laws of the State of Nevada, to wit, Magellan, which shall be the Surviving Corporation, and the parties hereto adopt and agree to the following agreements, terms and conditions relating to the Merger and the mode of carrying the same into effect:

I. SHAREHOLDERS' CONSENTS; FILINGS; EFFECTS OF MERGER

1.1. Action by Shareholders of SHPE. SHPE shall obtain the approval of its shareholders, in accordance with the Florida Business Corporation Act, at the earliest practicable date, which written consent shall, among other matters, adopt and ratify this Agreement.

1.2. Action by SHPE as Sole Shareholder of Magellan. At the earliest practicable date, SHPE, as the sole shareholder of Magellan, shall adopt this Agreement in accordance with the Nevada Revised Statutes.

1.3. Filing of Articles of Merger; Effective Date. If (a) this Agreement is adopted by the shareholders of SHPE, in accordance with the Florida Business Corporation Act, (b) this Agreement has been adopted by SHPE as the sole shareholder of Magellan, in accordance with the Nevada Revised Statutes, and (c) this Agreement is not thereafter, and has not theretofore been, terminated or abandoned as permitted by the provisions hereof, then an Articles of Merger shall be filed and recorded in accordance with the Nevada Revised Statutes and an Articles of Merger shall be filed and recorded in accordance with the Florida Business Corporation Act. Such filings shall be made on the same day. The Merger shall become effective at 9:00 A.M. on the calendar day following the day of such filing in Nevada, which date and time is herein referred to as the "Effective Date".

1.4. Certain Effects of Merger. On the Effective Date, the separate existence of SHPE shall cease, and SHPE shall be merged into Magellan which, as the Surviving Corporation, shall possess all the rights, privileges, powers and

franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; and all and singular, the rights, privileges, powers and franchises of the Constituent Corporations, and all property, real, personal and mixed, and all debts due to the Constituent Corporations on whatever account, as well as for stock subscriptions and all other things in action or belonging to such Constituent Corporations, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any real estate vested by deed or otherwise, under the laws of Florida, Nevada or any other jurisdiction, in any of the Constituent Corporations, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of any of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the Constituent 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. At any time, or from time to time, after the Effective Date, the last acting officers of SHPE, or the corresponding officers of the Surviving Corporation, may, in the name of SHPE, execute and deliver all such proper deeds, assignments and other instruments and take or cause to be taken all such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest, perfect or confirm in the Surviving Corporation title to and possession of all of the Constituent Corporations' property, rights, privileges, powers, franchises, immunities and interests and otherwise to carry out the purposes of this Agreement.

II. NAME OF SURVIVING CORPORATION; ARTICLES OF INCORPORATION; BYLAWS

2.1. Name of Surviving Corporation. The name of the surviving corporation from and after the Effective Date shall be "Magellan Filmed Entertainment, Inc.", ("Magellan") which name shall be reflected in an Articles of Amendment to Articles of Incorporation filed with the Secretary of State of Nevada.

2.2. Articles of Incorporation. The Amended Articles of Incorporation of Magellan as in effect on the date hereof shall, from and after the Effective Date, be and continue to be the Amended Articles of Incorporation of the Surviving Corporation, until changed or amended as provided by law.

2.3. Bylaws. The Bylaws of Magellan, as in effect immediately before the Effective Date, shall, from and after the Effective Date, be and continue to be the Bylaws of the Surviving Corporation, until amended as provided therein.

III. STATUS AND CONVERSION OF SECURITIES

The manner and basis of converting the shares of the capital stock of the Constituent Corporations and the nature and amount of securities of Magellan which the holder of shares of SHPE Stock are to receive in exchange for such shares are as follows:

3.1. SHPE Stock. Each share of SHPE Stock which shall be issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and upon request of the holder thereof, be converted into one (1) fully paid share of North Coast Stock.

3.2. Magellan Stock Held by SHPE. All issued and outstanding shares of Magellan Stock held by SHPE immediately before the Effective Date shall, by virtue of the Merger and at the Effective Date, cease to exist and the certificate(s) representing such shares shall be cancelled.

3.3. Surrender of Certificates. After the Effective Date, certificates evidencing outstanding shares of SHPE Stock shall evidence the right of the holder thereof to receive a certificate(s) for shares of Magellan Stock as aforesaid. Holders of certificates representing shares of SHPE Stock, upon surrender of such certificates to the transfer agent of the Magellan Stock to effect the exchange of certificates, shall be entitled to receive, upon such surrender, a certificate or certificates representing a like number of shares of Magellan Stock. Until so surrendered, outstanding certificates for shares of SHPE Stock shall be deemed for all corporate purposes, including voting rights, subject to the further provisions of this

Article 3, to evidence the ownership of the shares of Magellan Stock into which such shares of SHPE Stock have been so converted. No dividends or distributions will be paid to the person entitled to receive certificates for shares of Magellan Stock pursuant hereto until such person shall have surrendered his SHPE Stock certificates; but there shall be paid to the record holder of such certificate, with respect to the number of shares of Magellan Stock issued in exchange (hereafter (i) upon such surrender, the amount of any dividends or distributions with a record date after the Effective Date and before surrender which shall have become payable thereon since the Effective Date, without interest; and (ii) after such surrender, the amount of any dividends thereon with a record date after the Effective Date and before surrender and the payment date of which shall be after surrender, such amount to be paid on such payment date. If any certificate for shares of Magellan Stock is to be issued in a name other than that in which the certificate surrendered in exchange therefore is registered, it shall be a condition of the issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise be in proper form for transfer and that the person requesting such exchange pay to the transfer agent any transfer or other taxes required by reason of the issuance of a certificate for shares of Magellan Stock in any name other than that of the registered holder of the certificate surrendered, or establish to the satisfaction of the transfer agent that such tax has been paid or is not payable. At the Effective Date of the Merger, all shares of SHPE Stock which shall then be held in its treasury, if any, shall cease to exist, and all certificates representing such shares shall be cancelled.

3.4 Fractional Shares. Magellan will not issue certificates representing fractional shares of Magellan Stock, upon the Merger. Rather, each holder of a fractional interest in Magellan Stock will receive the sum of \$.001 for such fractional interest.

IV. MISCELLANEOUS

4.1. This Agreement may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, and whether before or after approval of this Agreement of Merger and Plan of Merger and Reorganization by the mutual agreement of the Board of Directors of the

Constituent Corporations abandoning this Agreement of Merger and Plan of Merger and Reorganization.

4.2. On and after the Effective Date of the Merger, the officers and directors of Magellan shall remain in such positions until their earlier resignation or removal.

4.3. For the convenience of the parties hereto and to facilitate the filing of this Agreement of Merger and Plan of Merger and Reorganization, any number of counterparts hereof may be executed; and each such counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, this Agreement has been executed by The Storm High Performance Sound Corp, a Florida corporation, and Magellan Filmed Entertainment, Inc, a Nevada corporation, all on the date first above written.

SHPE: THE STORM HIGH
PERFORMANCE SOUND CORP,
(a Florida corporation)

Attest

By: James G. Brewer
James G. Brewer,
Asst. Secretary

By: Patrick F. Charles
Patrick F. Charles,
President

MAGELLAN:
MAGELLAN FILMED
ENTERTAINMENT, INC., a Nevada
corporation

Attest:

By: James G. Brewer
James G. Brewer
Asst. Secretary

By: Patrick F. Charles
Patrick F. Charles,
President