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**FILED**  
In the Office of the Secretary of State  
of the State of California

JUN 14 2002 *RLS*

AGREEMENT AND PLAN OF MERGER

*Bill Jones*  
BILL JONES, Secretary of State

THIS AGREEMENT AND PLAN OF MERGER ("Merger Agreement") is made and entered into as of this 30th day of April, 2002, by and among GLOBAL VISION TECHNOLOGY, INC., a California corporation ("GVT"), GLOBAL VISION VENTURES, INC., a California corporation ("GVV"), and all of the holders of the issued and outstanding capital stock of GVV, all of whom are identified in the signature pages hereto (the "GVV Shareholders"), with reference to the following facts.

RECITALS:

A. WHEREAS, the authorized shares of capital stock of GVT consist of 20,000,000 shares of voting common stock, no par value, of which 9,509,010 shares are duly issued and outstanding, and 1,500,000 shares of Preferred Stock, all of which are designated as Series A Preferred Stock, 485,715 of which are duly issued and outstanding.

B. WHEREAS, the authorized shares of capital stock of GVV consist of 10,000,000 shares of voting common stock, no par value, of which 1,000,000 shares are duly issued and outstanding (the "GVV Common Shares"), and 3,800,000 shares of Preferred Stock, all of which are designated as Series A Preferred Stock, 3,168,303 of which are duly issued and outstanding (the "GVV Preferred Shares") (collectively, the "GVV Shares").

C. WHEREAS, it is intended that the Merger (as defined below) qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code");

D. WHEREAS, the Boards of Directors and shareholders of each of GVT and GVV have duly approved the merger of GVV with and into GVT pursuant to Section 1100 of the California General Corporation Law (the "CGCL") and in accordance with the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto hereby agree as follows:

ARTICLE 1  
THE MERGER

1.1 Merger: Surviving Corporation. At the Effective Time (as hereinafter defined), subject to the terms and conditions of this Merger Agreement, GVV shall be merged with and into GVT (the "Merger") in accordance with the applicable provisions of the CGCL. The separate corporate existence of GVV shall thereupon cease, and GVT shall continue its corporate existence as the "Surviving Corporation" under the corporate

name of "Global Vision Technology, Inc." and in accordance with the laws of the State of California.

1.2 The Closing. The consummation of the transactions contemplated by this Merger Agreement (the "Closing") shall take place upon the occurrence of each of the following events: (i) the execution and delivery of this Merger Agreement by the parties hereto and (ii) GVT's receipt of an investor certificate, substantially in the form attached hereto as Exhibit A (the "Investor Certificate"), executed by each of the GVV Shareholders. As soon as practicable after the occurrence of the events described in clauses (i) and (ii) in the preceding sentence, the parties hereto shall cause the Merger Agreement to be filed with the California Secretary of State.

1.3 Effective Time. The Merger shall become effective upon the filing of this Merger Agreement and such other documents as are required by the provisions of the CGCL to be filed with the Secretary of State of the State of California (the "Effective Time").

1.4 Effect of Merger. From and after the Effective Time, the Merger shall have all of the effects set forth in the applicable provisions of the CGCL. Without limiting the generality of the foregoing, at the Effective Time, the Surviving Corporation shall succeed, without other transfer, to all the rights and property of GVV, and the Surviving Corporation shall be subject to all the debts and liabilities of GVV in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens upon the property of GVV shall be preserved unimpaired, provided that such liens upon the property of GVV shall be limited to the property affected thereby immediately prior to the Effective Time. Any action or proceeding pending by or against GVV may be prosecuted to judgment, which shall bind the Surviving Corporation, or the Surviving Corporation may be proceeded against or substituted in its place.

1.5 Tax Consequences. For federal income tax purposes, it is intended that the Merger shall constitute a reorganization within the meaning of Section 368(a) of the Code, and that this Merger Agreement shall constitute a "plan of reorganization" within the meaning of Section 368(a) of the Code.

## ARTICLE 2 CONVERSION, CANCELLATION AND REDEMPTION OF SHARES

2.1 Conversion of GVV Shares. At the Effective Time, and without any additional act on the part of any holder of GVV Shares, (i) each GVV Common Share and each GVV Preferred Share owned, beneficially and of record, by such holder immediately prior to the Effective Time shall be converted into and shall be deemed to represent 1.7993 fully paid and nonassessable shares of the voting common stock, no par value, of the Surviving Corporation, and (ii) the stock certificate or certificates theretofore evidencing the foregoing GVV Shares shall be deemed to evidence the applicable number of shares of the voting common stock, no par value, of the Surviving Corporation.

## 2.2 Assumption of Stock Options and Restricted Stock Purchase Agreements.

At the Effective Time, each then outstanding option granted pursuant to the Global Vision Ventures, Inc. 1999 Equity Incentive Plan (the "GVV Plan") to purchase shares of GVV Common Shares (each, a "GVV Option"), whether or not exercisable at the Effective Time and regardless of the respective exercise prices thereof, shall be assumed by the Surviving Corporation. Each GVV Option so assumed by the Surviving Corporation under this Merger Agreement shall continue to have, and be subject to, the same terms and conditions set forth in the applicable GVV Option (including any applicable stock option agreement or other document evidencing such GVV Option) immediately prior to the Effective Time (including any repurchase rights or vesting provisions), except that (i) each GVV Option shall be exercisable (or shall become exercisable in accordance with its terms) for that number of shares of common stock of the Surviving Corporation equal to the product of the number of shares of GVV Common Shares that were issuable upon exercise of such GVV Option immediately prior to the Effective Time multiplied by 1.7993, and (ii) the per share exercise price of the shares of Surviving Corporation's common stock issuable upon the exercise of such assumed GVV Option shall be equal to the quotient determined by dividing the exercise price per share of GVV Common Shares at which such GVV Option was exercisable immediately prior to the Effective Time by 1.7993. Each assumed GVV Option shall be vested immediately following the Effective Time as to the same percentage of the total number of shares subject thereto as such GVV Option was vested as to immediately prior to the Effective Time, except to the extent such GVV Option by its terms in effect prior to the date hereof provides for acceleration of vesting. As soon as reasonably practicable, GVT will issue to each person who holds an assumed GVV Option a document evidencing the foregoing assumption of such GVV Option. With respect to shares of GVV Common Shares that were acquired upon exercise of a GVV Option, such shares shall be converted to that number of shares of the Surviving Corporation's common stock pursuant to the foregoing exchange ratio of 1.7993 and shall remain subject to the same terms and conditions set forth in the applicable Restricted Stock Purchase and Shareholder Agreement immediately prior to the Effective Time. The applicable Restricted Stock Purchase and Shareholder Agreement in each such case will be assumed by the Surviving Corporation.

2.3 Exchange Procedures. After the Effective Time, upon surrender of a certificate evidencing GVV Shares (each, a "Certificate") to the Surviving Corporation or other agent as may be duly appointed by the Surviving Corporation, together with such other documents as may be reasonably required by the Surviving Corporation, the holder of such Certificate shall be entitled to receive in exchange therefor a certificate representing that number of whole shares of common stock of the Surviving Corporation, which such holder has the right to receive pursuant to the provisions of this Article 2, and the Certificate so surrendered shall forthwith be cancelled. Until surrendered as contemplated by this Section 2.3, each Certificate shall be deemed, from and after the Effective Time, to represent only the right to receive upon such surrender a certificate representing shares of the common stock of the Surviving Corporation as contemplated herein.

2.4 Fractional Shares. No fractional shares of the common stock of the Surviving Corporation shall be issued by virtue of the Merger or upon the exercise of an assumed GVV Option. In lieu of such issuance, the total number of shares of the common

stock of the Surviving Corporation issued to a GVV Shareholder (after aggregating all fractional shares to which such GVV Shareholder would otherwise be entitled), and the total number of shares of common stock of the Surviving Corporation issuable upon the exercise of any assumed GVV Option (after aggregating all fractional shares to which the holder of such assumed GVV Option would otherwise be entitled), shall be rounded to the nearest whole number of shares of common stock of the Surviving Corporation.

2.5 Closing of Stock Transfer Books. At the Effective Time, the stock transfer books of GVV will be closed, and thereafter no registration of any transfers of GVV Shares will be made on the books of GVV.

### ARTICLE 3 GOVERNING DOCUMENTS, DIRECTORS AND OFFICERS

3.1 Articles of Incorporation. At the Effective Time, Article III A. of the Articles of Incorporation of GVT, shall be amended to read in full as set forth below, and as so amended, shall be the Articles of Incorporation of the Surviving Corporation without any other change or amendment, unless thereafter amended or modified in accordance with the provisions of the Articles of Incorporation and Bylaws of the Surviving Corporation and applicable law.

- A. Classes of Stock. This Corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares which the Corporation is authorized to issue is thirty million (30,000,000). Twenty-eight million five hundred thousand (28,500,000) shares shall be Common Stock and one million five hundred thousand (1,500,000) shares shall be Preferred Stock, all of which shall be designated as Series A Preferred Stock ("Series A Preferred Stock").

3.2 Bylaws. The Bylaws of GVT, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation without change or amendment, unless thereafter amended or modified in accordance with the provisions of the Articles of Incorporation and Bylaws of the Surviving Corporation and applicable law.

3.3 Directors. The directors of GVT holding office immediately prior to the Effective Time shall be the directors of the Surviving Corporation, to hold office until their respective successors have been duly elected and qualified in accordance with the provisions of the Articles of Incorporation and Bylaws of the Surviving Corporation and applicable law.

3.4 Officers. The officers of GVT holding office immediately prior to the Effective Time shall be the officers of the Surviving Corporation, to hold office until their respective successors have been duly elected and qualified in accordance with the provisions of the Articles of Incorporation and Bylaws of the Surviving Corporation and applicable law.

ARTICLE 4  
MISCELLANEOUS

4.1 Abandonment. At any time prior to the Effective Time, the Board of Directors of either of GVT or GVV may, in its sole and absolute discretion, terminate this Merger Agreement and abandon the Merger if such action is deemed by such Board of Directors to be necessary, desirable or in the best interests of the corporation or shareholders of such Board of Directors.

4.2 Entire Agreement. This Merger Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous understandings, commitments and agreements among them, whether written or oral, with respect thereto.

4.3 Amendment. This Merger Agreement may not be amended or modified, except by a written instrument executed by all of the parties hereto.

4.4 Severability. In the event that any provision of this Merger Agreement is held by any court of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, then such provision shall be deemed modified or reformed to the extent necessary to render such provision valid, binding and enforceable to the fullest extent permitted by law in such jurisdiction. The validity, binding effect or enforceability of the remaining provisions of this Merger Agreement shall not be impaired or affected thereby, and such remaining provisions shall continue in full force and effect.

4.5 No Waiver. No waiver of any breach of any provision of this Merger Agreement shall be deemed to be effective unless set forth in writing and executed by the party against whom such waiver is sought to be enforced. No waiver in any one instance shall be deemed to be a waiver in any other instance, whether or not similar. No failure to exercise and no delay in exercising any right, power or privilege hereunder shall be deemed to constitute a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude the exercise of any other right, power or privilege hereunder or otherwise afforded by applicable law or in equity.

4.6 Successors and Assigns. This Merger Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4.7 No Third Party Beneficiaries. Except as expressly provided herein, nothing in this Merger Agreement shall be deemed or construed to confer any right, privilege or benefit upon any person or entity other than the parties hereto and their respective successors and assigns.

4.8 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND EXPRESSLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR OTHER PROCEEDING BASED UPON, ARISING OUT OF OR RELATING TO THIS MERGER AGREEMENT OR THE SUBJECT MATTER OR ENFORCEMENT HEREOF.

4.9 Further Assurances. If, at any time after the Effective Time, any further assignments, instruments or other documents or any other actions are necessary or desirable to more effectively vest, perfect, record or confirm in the Surviving Corporation any right, title or interest in or to any of the assets or properties of GVV, the officers of the Surviving Corporation are hereby authorized and empowered to execute and deliver such instruments or documents and to take such other actions in the name of and on behalf of GVV as may be necessary or desirable to effectuate such further assurances and to carry out the purposes and intent of this Merger Agreement.

4.10 Counterparts. This Merger 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.

4.11 Governing Law. This Merger Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California, without reference to the conflicts-of-law or choice-of-law principles thereof.

[Remainder of page intentionally left blank.]

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

GLOBAL VISION TECHNOLOGIES, INC.,  
a California corporation



By: *Hal Amano*  
Its: President



By: *Hal Amano*  
Its: Secretary

GLOBAL VISION VENTURES, INC.,  
a California corporation



By: *Hal Amano*  
Its: President



By: *Hal Amano*  
Its: Secretary

GLOBAL VISION VENTURES, INC.  
COMMON SHAREHOLDERS




By: Masaharu Amano  
1,000,000 shares

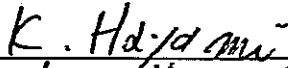
[Signature Continued on Next Page]

GLOBAL VISION VENTURES, INC.  
SERIES A PREFERRED SHAREHOLDERS

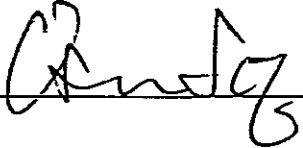
PRIVATE EQUITY JAPAN, CO.

  
By: Kazuaki Baba  
Its: President/CEO  
1,224,293 shares

SHOESHA

  
By: Koji Hayami  
Its: CEO  
600,010 shares

MASTERPIECE CO, LTD.

  
By:   
Its:   
1,080,000 shares

GREG ALLIO

\_\_\_\_\_  
144,000 shares

ROBERT HUNTLEY

\_\_\_\_\_  
120,000 shares



**GLOBAL VISION VENTURES, INC.  
SERIES A PREFERRED SHAREHOLDERS  
PRIVATE EQUITY JAPAN, CO.**

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By:

Its:

1,224,293 shares

**SHOESHA**

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By:

Its:

600,010 shares

**MASTERPIECE CO, LTD.**

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By:

Its:

1,080,000 shares

**GREG ALLIO**

*W. Greg Allio*  
\_\_\_\_\_  
144,000 shares

**ROBERT HUNTLEY**

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120,000 shares

**GLOBAL VISION VENTURES, INC.  
SERIES A PREFERRED SHAREHOLDERS**

**PRIVATE EQUITY JAPAN, CO.**

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By:

Its:

1,224,293 shares

**SHOESHA**

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By:

Its:

600,010 shares

**MASTERPIECE CO, LTD.**

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By:

Its:

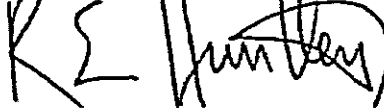
1,080,000 shares

**GREG ALLIO**

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144,000 shares

**ROBERT HUNTLEY**

A handwritten signature in black ink, appearing to read 'R. Huntley', is written over a horizontal line.

120,000 shares

EXHIBIT A  
INVESTOR CERTIFICATE

## INVESTOR CERTIFICATE

It is contemplated that the undersigned will receive pursuant to that certain Agreement and Plan of Merger ("Merger Agreement") dated on or around April 30, 2002, by and among Global Vision Technology, Inc., a California corporation ("GVT"), Global Vision Ventures, Inc., a California corporation ("GVV"), and all of the holders of the issued and outstanding capital stock of GVV, 1.7993 fully paid and nonassessable shares of the voting common stock, no par value of the Surviving Corporation (as defined in the Merger Agreement) ("the Shares") for each GVV Share (as defined in the Merger Agreement) owned, beneficially and of record, by the undersigned immediately prior to the Effective Time (as defined in the Merger Agreement).

In connection with receipt of the Shares in exchange for the GVV Shares, the undersigned represents to the to the Surviving Corporation and to GVT as follows:

1. The undersigned is aware of and has acquired sufficient information about the Surviving Corporation's and GVT's respective business affairs and financial condition to reach an informed and knowledgeable decision to acquire the Shares. The undersigned has also had the opportunity to ask questions of, and receive answers from, GVT and its management regarding the terms and conditions of its receipt of the Shares.
2. The undersigned understands that the Shares have not been registered under Securities Act of 1933, as amended (the "Securities Act"), and that the Shares are being offered and sold pursuant to an exemption from registration contained in the Securities Act based in part on the representations contained herein.
3. The undersigned is acquiring the Shares for investment for his own account only and not with a view to their distribution.
4. The undersigned has such business or financial experience as is necessary to protect the undersigned's interest and is able to bear the economic risk of the undersigned's investment in this transaction, including the risk of loss of the entire investment.
5. The undersigned is an "accredited investor" within the meaning of Regulation D under the Securities Act.
6. The undersigned has a pre-existing personal or business relationship with the Surviving Corporation, and GVT, or one of its officers, directors or controlling persons.
7. The undersigned acknowledges and agrees that the Shares must be held indefinitely unless the Shares are subsequently registered under the Securities Act or an exemption from such registration is available. The undersigned is aware of Rule 144 promulgated under the Securities Act, which permits limited public resale of "restricted securities" acquired in a private placement subject to the satisfaction of certain conditions, including, among other things: the availability of certain public information about the Surviving Corporation; the resale occurring following the required holding period under Rule 144; and the number of securities being sold during any three-month period not exceeding specified limitations. The undersigned further understands that there may be no

public market upon which he may make any sale of the Shares and that, even if such a public market then exists, the Surviving Corporation may not then be satisfying the requirements of Rule 144.

8. By executing this certificate, the undersigned represents that he or she (i) has read the Merger Agreement, (ii) understands, consents to, and agrees to be bound by the terms and conditions of the Merger Agreement, (iii) is vested with good and valid title to the GVV Shares contemplated thereby and that he or she holds the GVV Shares free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, and other adverse interests known to the undersigned; and (iv) has legal authority to convey and transfer the said GVV Shares.

THIS STATEMENT AFFECTS YOUR ABILITY TO TRANSFER THE SHARES.  
DO NOT SIGN IT UNLESS YOU FULLY UNDERSTAND THE RESTRICTIONS  
PLACED UPON THE TRANSFERABILITY OF YOUR SECURITIES.

By: \_\_\_\_\_

Its:

**OFFICERS' CERTIFICATE OF APPROVAL  
OF AGREEMENT AND PLAN OF MERGER**


Masaharu Amano certifies that:

1. I am the President and Secretary of GLOBAL VISION TECHNOLOGY, INC., a California corporation (the "Corporation").
2. On April 30, 2002, the principal terms of the Agreement and Plan of Merger in the form attached (the "Merger Agreement") were duly approved by the Board of Directors and shareholders of the Corporation.
3. The total number of issued and outstanding common shares of the Corporation is 9,509,010. The total number of issued and outstanding preferred shares of the Corporation, all of which are Series A Preferred Shares, is 485,715.

The number of shares in each class voted in favor of the Merger Agreement equaled or exceeded the vote required for each class. The number of shares of common stock required to approve the Merger Agreement, voting separately as a class, was more than 50 percent, and the number of shares of preferred stock required to approve the Merger Agreement, voting separately as a class, was more than 50 percent.

I further declare, under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct to my own knowledge.

Dated: April 30, 2002



Masaharu Amano, President



Masaharu Amano, Secretary

**OFFICERS' CERTIFICATE OF APPROVAL  
OF AGREEMENT AND PLAN OF MERGER**

Masaharu Amano certifies that:

1. I am the President and Secretary of GLOBAL VISION VENTURES, INC., a California corporation (the "Corporation").
2. On April 30, 2002, the principal terms of the Agreement and Plan of Merger in the form attached (the "Merger Agreement") were duly approved by the Board of Directors and shareholders of the Corporation.
3. The total number of issued and outstanding common shares of the Corporation is 1,000,000. The total number of issued and outstanding preferred shares of the Corporation, all of which are Series A Preferred Shares, is 3,168,303.

The number of shares in each class voted in favor of the Merger Agreement equaled or exceeded the vote required for each class. The number of shares of common stock required to approve the Merger Agreement, voting separately as a class, was more than 50 percent, and the number of shares of preferred stock required to approve the Merger Agreement, voting separately as a class, was more than 50 percent.

I further declare, under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct to my own knowledge.

Dated: April 30, 2002

  
Masaharu Amano, President

  
Masaharu Amano, Secretary