

P00000104683

Law Offices of Maria R. Sachs
Mizner Park Office Tower
225 N.E. Mizner Boulevard
Suite 300
Boca Raton, Florida 33432
(561) 620-7180
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5/2

\$93.75

February 7, 2001

00789-02716-00524-00671

W01-3782

200003679012--7
-02/14/01--01066--001
*****78.75 *****78.75

Secretary of State
Department of State
Division of Corporation
P.O. Box 6327
Tallahassee, FL 32314

Re: Global Opportunity Developers, LLC
Plan of Merger

Dear Sir or Madam,

200003679012--7
-03/21/01--01023--011
*****15.00 *****15.00

Enclosed for filing, please find the original Plan of Merger between Global Opportunity Developers, LLC and International Consortium Growth Company, together with this firm's check made payable to the Secretary of State in the amount of \$78.75. Please return a certified copy of the recorded document to me in the self-addressed, stamped envelope enclosed for your convenience.

Thank you for your attention to this matter.

Very truly yours,

Maria R. Sachs
Attorney at Law

CERT \$8.75
CF \$85.00

Enclosure

cc: Walden & Associates, CPA, P.A.

FILED
01 MAY -2 PM 2:37
SECRETARY OF STATE
TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

March 26, 2001

MARIA R. SACHS
MIZNER PARK OFFICE TOWER
225 N.E. MIZNER BOULEVARD, SUITE 300
BOCA RATON, FL 33432

SUBJECT: GLOBAL OPPORTUNITY DEVELOPERS, LLC
Ref. Number: W01000003782

We have received your document for GLOBAL OPPORTUNITY DEVELOPERS, LLC and your check(s) totaling \$93.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The attached Plan and Agreement of Reorganization is not acceptable for a Merger. You must fill out the attached form completely. Do not refer to the attached Plan and Agreement.

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) 487-6967.

Michelle Hodges
Document Specialist

Letter Number: 901A00017865



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

April 24, 2001

MARIA R. SACHS
MIZNER PARK OFFICE TOWER
225 N.E. MIZNER BOULEVARD, SUITE 300
BOCA RATON, FL 33432

SUBJECT: GLOBAL OPPORTUNITY DEVELOPERS, LLC
Ref. Number: W01000003782

We have received your document for GLOBAL OPPORTUNITY DEVELOPERS, LLC and your check(s) totaling \$93.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

As mentioned before, you refer to the Limited Liability Companies as "CORPORATIONS" throughout the document. This is not acceptable. You must refer to them as "LIMITED LIABILITY COMPANIES", for that is what they are.

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) 487-6967.

Michelle Hodges
Document Specialist

Letter Number: 301A00023927

ARTICLES OF MERGER
Merger Sheet

MERGING:

GLOBAL OPPORTUNITY DEVELOPERS, LLC, A Nevada Limited Liability
Company

GLOBAL OPPORTUNITY DEVELOPERS, LLC, L00000005433, A Florida
Limited Liability Company

INTO

INTERNATIONAL CONSORTIUM GROWTH CORPORATION, a Florida entity,
P00000104683

File date: May 2, 2001

Corporate Specialist: Michelle Hodges

ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
GLOBAL OPPORTUNITY DEVELOPERS, LLC. 1499 W. PALMETTO PARK ROAD, SUITE 208 BOCA RATON, FL 33486	NEVADA	LIMITED LIABILITY COMPANY

Nevada Document/Registration Number: LLC 440900 FEI Number: Not Applicable

GLOBAL OPPORTUNITY DEVELOPERS, LLC. 1499 W. PALMETTO PARK ROAD, SUITE 208 BOCA RATON, FL 33486	FLORIDA	LIMITED LIABILITY COMPANY
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Florida Document/Registration Number: L00000005433 FEI Number: 65-1021792

SECOND: The exact name, street address of its principal office, jurisdiction and entity type of the surviving party is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
INTERNATIONAL CONSORTIUM GROWTH CORPORATION 2650 N. MILITARY TRAIL, SUITE 360 BOCA RATON, FL 33432	FLORIDA	CORPORATION

Florida Document/Registration Number: P 00000 104683 FEI Number: 65-1052450

FILED
01 MAY -2 PM 2:37
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the **surviving** party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
_____	_____	_____

Florida Document/Registration Number: _____ FEI Number: _____

THIRD: The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

NINTH: The merger shall become effective as of:

☒ The date the Articles of Merger are filed with Florida Department of State

OR

(Enter specific date. NOTE: Date cannot be prior to the date of filing.)

TENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

ELEVENTH: SIGNATURE(S) FOR EACH PARTY:

(Note: Please see instructions for required signatures.)

<u>Name of Entity</u>	<u>Signature(s)</u>	<u>Typed or Printed Name of Individual</u>
GLOBAL OPPORTUNITY DEVELOPERS, LLC NEVADA	[Handwritten Signature]	ROBERT WRIGHT ANZIVINO
GLOBAL OPPORTUNITY DEVELOPERS, LLC FLORIDA	[Handwritten Signature]	ROBERT WRIGHT ANZIVINO
INTERNATIONAL CONSORTIUM GROWTH CORPORATION	[Handwritten Signature]	ROBERT WRIGHT ANZIVINO

(Attach additional sheet(s) if necessary)

PLAN OF MERGER

The following plan of merger, which was adopted and approved by each party to the merger in accordance with section(s) 607.1107, 617.1103, 608.4381 and/or 620.202, is being submitted in accordance with section(s) 607.1108, 608.438, and/or 620.201, Florida Statutes.

FIRST: The exact name and jurisdiction of each **merging** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
GLOBAL OPPORTUNITY DEVELOPERS, LLC	FLORIDA
GLOBAL OPPORTUNITY DEVELOPERS, LLC	NEVADA

SECOND: The exact name and jurisdiction of the **surviving** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
INTERNATIONAL CONSORTIUM GROWTH CORPORATION	FLORIDA

THIRD: The terms and conditions of the merger are as follows:

GLOBAL OPPORTUNITY DEVELOPERS, LLC shall cease and the surviving corporation shall succeed, without other transfer, to all the rights and property of GLOBAL OPPORTUNITY DEVELOPERS, LLC., and shall be subject to all the debts and liabilities of the merging Limited Liability Companies in the same manner as if the surviving corporation had itself incurred them. All rights of creditors, and all liens on the property of each constituent Limited Liability Company shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

The Surviving Corporation will carry on business with the assets of GLOBAL OPPORTUNITY DEVELOPERS, LLC., as well as with the assets of I.C.G.C.

The shareholders of GLOBAL OPPORTUNITY DEVELOPERS, LLC., will surrender all of their shares in the manner hereinafter set forth.

In exchange for the shares of GLOBAL OPPORTUNITY DEVELOPERS, LLC., surrendered by its shareholders, the Surviving Corporation will issue and transfer to these shareholders, on the basis set forth in Article 4 below, shares of its common stock.

The shareholders of I.C.G.C. will retain their shares as shares of the surviving Corporation.

The Articles of Incorporation of I.C.G.C. as existing on the effective date of the merger, shall

continue in full force as the Articles of Incorporation of the Surviving Corporation until altered, amended, or repealed as provided in the Articles or as provided by law.

As a material inducement to I.C.G.C. to execute this Agreement and perform its obligations under this Agreement, GLOBAL OPPORTUNITY DEVELOPERS, LLC., represents and warrants the following:

1. GLOBAL OPPORTUNITY DEVELOPERS, LLC., is a Limited Liability Company duly organized, validly existing, and in good standing under the laws of the State of Florida, with Limited Liability Company's power and authority to own property and carry on its business as it is now being conducted. GLOBAL OPPORTUNITY DEVELOPERS, LLC., is a Limited Liability Company duly organized, validly existing, and in good standing under the laws of the State of Nevada, with Limited Liability Company's power and authority to own property and carry on its business as it is now being conducted. Neither GLOBAL OPPORTUNITY DEVELOPERS, LLC., is required to be qualified as a foreign Limited Liability Company to transact business in any other jurisdiction. GLOBAL OPPORTUNITY DEVELOPERS, LLC., has initial contributed capital of \$1,000 with no issuance of common stock.
2. All required federal, state, and local tax returns of GLOBAL OPPORTUNITY DEVELOPERS, LLC., have been accurately prepared and duly and timely filed, and all federal, state and local taxes required to be paid with respect to the periods covered by the returns have been paid. GLOBAL OPPORTUNITY DEVELOPERS, LLC., has not been delinquent in the payment of any tax or assessment.
3. The Board of Directors has authorized, by adoption of a Resolutions, the execution of this Plan and Agreement of Merger.
4. There exists no pending or threatened litigation, which would jeopardize the authority of the Limited Liability Companies to enter into the merger set forth herein.

As a material inducement to GLOBAL OPPORTUNITY DEVELOPERS, LLC., to execute this Agreement and perform its obligations under this Agreement. I.C.G.C., represents and warrants to GLOBAL OPPORTUNITY DEVELOPERS, LLC., as follows:

1. I.C.G.C., is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted. I.C.G.C., is qualified to transact business as a foreign corporation and is in good standing in all jurisdictions in which its principal properties are located and business is transacted.
2. I.C.G.C., has an authorized capitalization of \$100, consisting of 10,000 shares of common stock, each of \$.01 par value. As of the date of this Agreement, 100 shares of the common stock are validly issued and outstanding, fully paid, and nonassessable.

The parties will mutually arrange for and manage all necessary procedures under the requirements

of Federal and Florida securities laws and the related supervisory commissions to the end that this Plan is properly processed to comply with registration formalities, or to take full advantage of any appropriate exemptions from registration, and to otherwise be in accord with all antifraud restrictions in this area.

This Agreement shall be submitted separately to the shareholders of the constituent corporations in the manner provided by the laws of the State of Florida for approval.

Except as may be expressly waived in writing by GLOBAL OPPORTUNITY DEVELOPERS, LLC., all of the obligations of GLOBAL OPPORTUNITY DEVELOPERS, LLC., under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by I.C.G.C.

1. The representations and warranties made by I.C.G.C., to GLOBAL OPPORTUNITY DEVELOPERS, LLC., in this Agreement or in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If I.C.G.C., shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to GLOBAL OPPORTUNITY DEVELOPERS, LLC., and shall either correct the error, misstatement or omission or obtain a written waiver from GLOBAL OPPORTUNITY DEVELOPERS, LLC.
2. I.C.G.C. shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.
3. No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.
4. All corporate and other proceedings and action taken in connection with the transactions contemplated by this Agreement and all certificates, opinion, instruments, and documents shall be satisfactory in form and substance to counsel for GLOBAL OPPORTUNITY DEVELOPERS, LLC.

FOURTH:

- A: The holders of shares of GLOBAL OPPORTUNITY DEVELOPERS, LLC., shall surrender their shares to the Secretary of the Surviving Corporation promptly after the Effective Date, in exchange for shares of the Surviving Corporation to which they are entitled under this Merger.

The Shareholders of GLOBAL OPPORTUNITY DEVELOPERS, LLC., shall be entitled to receive shares of the Surviving Corporation, totaling 100 (1/2) of the outstanding shares of the Surviving Corporation, to be distributed on a basis to be determined. No fractional shares of common stock

of I.C.G.C., shall be issued.

There are no outstanding shares of preferred stock of I.C.G.C. The currently outstanding 100 shares of common stock of I.C.G.C., each of \$.01 per value, shall remain outstanding as common stock, each of \$.01 par value, of the Surviving Corporation.

- B. The manner and basis of converting rights to acquire of each merged party into rights to acquire of the Surviving Entity are as follows: The holders of shares of GLOBAL OPPORTUNITY DEVELOPERS, LLC., shall surrender their shares to the Secretary of the Surviving Corporation promptly after the Effective Date, in exchange for shares of the Surviving Corporation to which they are entitled under this Merger.

The Shareholders of GLOBAL OPPORTUNITY DEVELOPERS, LLC., shall be entitled to receive shares of the Surviving Corporation, totaling 100 (½) of the outstanding shares of the Surviving Corporation, to be distributed on a basis to be determined. No fractional shares of common stock of I.C.G.C., shall be issued.

FIFTH: Not Applicable.

SIXTH: Not Applicable.

SEVENTH: Not Applicable.

EIGHTH: Other provisions, if any, relating to the merger:

Except as limited by this provisions as stated heretofore, pending consummation of the merger, each of the constituent Limited Liability Companies will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with suppliers and other business contacts. Except with the prior consent in writing of I.C.G.C., pending consummation of the merger, GLOBAL OPPORTUNITY DEVELOPERS, LLC., shall not:

1. Except on declaration and payments of a cash dividend on its common stock not exceeding \$1.00 per share, declare or pay any dividend or make any other distribution of its shares.
2. Create or issue any indebtedness for borrowed money.
3. Enter into any transaction other than those involved in carrying on its ordinary course of business.

This Agreement shall be submitted separately to the shareholders of the constituent corporations in the manner provided by the laws of the State of Florida for approval.

No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

All corporate and other proceedings and action taken in connection with the transactions contemplated by this Agreement and all certificates, opinion, instruments, and documents shall be satisfactory in form and substance to counsel for GLOBAL OPPORTUNITY DEVELOPERS, LLC.

Each stockholder shall have delivered a letter to I.C.G.C. containing the indemnity agreement and other provisions prescribed in this Agreement.

On the Effective date, the names of the Directors and principal officers of the Surviving Corporation who shall hold office until the next annual meeting of the shareholders of the surviving Corporation or until their respective successors have been elected or appointed and qualified are:

(A) Director: Robert Anzivino

(B) Officers:
Robert Anzivino, President
Robert Anzivino, Vice President

The Bylaws of I.C.G.C., as existing on the Effective Date of the merger, shall continue in full force as the Bylaws of the Surviving Corporation until altered, amended, or repealed as provided in the Bylaws or as provided by law.

All statements contained in any memorandum, certificate, letter, document or other instruments delivered by or on behalf of GLOBAL OPPORTUNITY DEVELOPERS, LLC or the stockholders pursuant to this Agreement shall be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations, and warranties of the parties and the stockholders shall survive for a period of three years after the Effective Date. No inspection, examination, or audit made on behalf of the parties or the stockholders shall act as a waiver of any representation or warranty made under this Agreement.

- (B) At the election of the Board of Directors of either constituent corporation if:
- (1) The number of shareholders of either constituent corporation, or of both, dissenting from the merger shall be so large as to make the merger, in the opinion of either Board of Directors, inadvisable or undesirable.
 - (2) Any material litigation or proceeding shall be instituted or threatened against either constituent corporation, or any of its assets, that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.
 - (3) Any legislation shall be enacted that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.
 - (4) Between the date of this Agreement and the Effective Date, there shall have been, in the opinion of either Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either constituent corporation.
- (C) At the election of the Board of Directors of GLOBAL OPPORTUNITY DEVELOPERS, LLC if the commissioner of Internal Revenue shall not have ruled, in substance, that for Federal income tax purposes the merger will qualify as a reorganization under Section 368(a)(1)(A) of the Internal Revenue Code and that no gain or loss will be recognized to the shareholders of GLOBAL OPPORTUNITY DEVELOPERS, LLC on the exchange of their common stock for stock of the Surviving Corporation.
- (D) At the election of the Board of Directors of I.C.G.C., if without the prior consent in writing of I.C.G.C., GLOBAL OPPORTUNITY DEVELOPERS, LLC shall have:
- (1) Declared or paid a cash dividend on its common stock in excess of \$1.00 per share, or declared or paid any other dividend or made any other distribution on its shares.
 - (2) Created or issued any indebtedness for borrowed money.
 - (3) Entered into any transaction other than those involved in carrying on its business in the usual manner.

Notice of and Liability on Termination

GLOBAL OPPORTUNITY DEVELOPERS, LLC., agrees that on or prior to the Effective Date it shall obtain from the stockholders an agreement under which the stockholders shall:

- (A) Make those representations and warranties to I.C.G.C., as are described in this Agreement, as of the Effective Date;
- (B) Agree that the representations and warranties made by him or her shall survive for a period of three years after the Effective Date;
- (C) Agree to indemnify I.C.G.C. for misrepresentations or breach of any warranty made to GLOBAL OPPORTUNITY DEVELOPERS, LLC; and
- (D) Agree to pay all expenses incurred or to be incurred by or on behalf of GLOBAL OPPORTUNITY DEVELOPERS, LLC in excess of \$5,000.00 IN CONNECTION WITH AND ARISING OUT OF THIS Agreement.

GLOBAL OPPORTUNITY DEVELOPERS, LLC will cause the stockholders to pay all expenses in excess of \$5,000.00 incurred by GLOBAL OPPORTUNITY DEVELOPERS, LLC, in connection with and arising out of this Agreement and the transactions contemplated by this Agreement, including without limitation all fees and expenses of GLOBAL OPPORTUNITY DEVELOPERS, LLC's counsel and accountants (none of which shall be charged to GLOBAL OPPORTUNITY DEVELOPERS, LLC).

This Agreement may be terminated and the merger may be abandoned at any time prior to the filing of the Articles of Merger with the Secretary of State, notwithstanding the approval of the shareholders of any of the constituent corporations:

- (A) By mutual consent of the Boards of Directors of the corporations.

If an election is made to terminate this Agreement and abandon the merger:

- (A) The President or any Vice President of the constituent corporation whose Board of Directors has made the election shall give immediate written notice of the election to the other constituent corporation.
- (B) On the giving of notice as provided in Subparagraph (a), this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either constituent corporation as a result of the termination and abandonment.

GLOBAL OPPORTUNITY DEVELOPERS, LLC., agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. GLOBAL OPPORTUNITY DEVELOPERS, LLC., further agrees to take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

Any notice or other communication required or permitted under this Agreement shall be properly given when deposited with the United States Postal Service for transmittal by certified or registered mail; postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed as follows:

- (A) In the case of GLOBAL OPPORTUNITY DEVELOPERS, LLC., a Florida Limited Liability Company.

Robert Anzivino, President
c/o Walden & Associates, CPA, P.A.
1489 W. Palmetto Park Road
Suite 400
Boca Raton, FL 33486

In the case of GLOBAL OPPORTUNITY DEVELOPERS, LLC, a
Nevada Limited Liability Company.

Robert Anzivino, President
c/o Walden & Associates, CPA, P.A.
1489 W. Palmetto Park Road
Suite 400
Boca Raton, FL 33486

or to such other person or address as GLOBAL OPPORTUNITY DEVELOPERS, LLC may
from time to time request in writing.

(B) In the case of I.C.G.C. to:

Robert Anzivino, President
2650 N. Military Trail
Boca Raton, FL 33432

or to such other person or address as I.C.G.C. may from time to time request in writing.

Entire Agreement; Counterparts

This Agreement and the exhibits to this Agreement contain the entire agreement
between the parties with respect to the contemplated transaction. This Agreement
may be executed in any number of counterparts, all of which taken together shall
be deemed one original.

Controlling Law

The validity, interpretation, and performance of this Agreement shall be governed
by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement was executed on Feb. 3, 2001.

GLOBAL OPPORTUNITY DEVELOPERS, LLC
a Florida Limited Liability Company.

By: Robert Anzivino
Robert Anzivino, President

GLOBAL OPPORTUNITY DEVELOPERS, LLC
a Nevada Limited Liability Company.

By: Robert Anzivino
Robert Anzivino, President

ATTEST:
Robert Anzivino
, Vice President

(SEAL)

I.C.G.C.

By: Robert Anzivino
, President

ATTEST:
Robert Anzivino
, Secretary

(SEAL)

This instrument was prepared by Maria R. Sachs, Esq., whose address is 225 N.E. Mizner Boulevard, Suite 300, Boca Raton, Florida 33432.