

P94000060946

(Requestor's Name)

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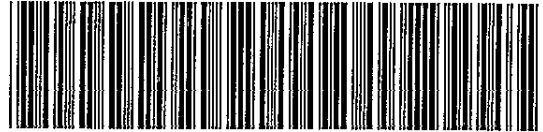
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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04/16/03--01058--001 **35.00

04/30/03--01030--007 **35.00

FILED
SECRETARY OF STATE
DIVISION OF CORPORATION
2003 APR 30 PM 5:20

EFFECTIVE DATE

5-1-03

Merger
HTJ

TAYLOR & KEANE

A PROFESSIONAL LIMITED LIABILITY COMPANY

April 11, 2003

Secretary of State
State House, Room 204
107 North Main Street
Concord, NH 03301-4989

RE: Global Trade Group, Inc.

Dear Sir or Madam:

Enclosed herewith please find the Articles of Merger of Domestic and Foreign Corporations in duplicate. Also attached thereto is the Agreement and Plan of Reorganization. Global Trade Group, Inc., a Florida corporation, is merging with and into Global Trade Group, Inc., a New Hampshire Corporation.

I am also enclosing a check in the amount of \$35.00, which represents the filing fee.

I would appreciate you filing the Articles of Merger and returning a copy of the filed Articles to my office.

Thank you.

Sincerely,



Thomas M. Keane

TMK/cs
Enc.



FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

April 24, 2003

Thomas M. Keane
% TAYLOR & KEANE
Post Office Box 477
Portsmouth, NH 03802-0477

SUBJECT: GLOBAL TRADE GROUP, INC.
Ref. Number: P94000060946

We have received your document for GLOBAL TRADE GROUP, INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The application/form submitted does not meet the requirements of this office; please complete the attached application/form.

The fee to file articles of merger or articles of share exchange is \$35 per party to the merger or share exchange. Certified copies are optional and are \$8.75 for the first 8 pages of the document, and \$1 for each additional page, not to exceed \$52.50.

There is a balance due of \$35.00.

If you have any questions concerning this matter, please either respond in writing or call (850) 245-6910.

Louise Flemming-Jackson
Document Specialist Supervisor

Letter Number: 303A00025085

TAYLOR & KEANE

A PROFESSIONAL LIMITED LIABILITY COMPANY

April 29, 2003

Florida Department of State
Division of Corporations
409 East Gaines Street
Tallahassee, FL 32399

ATTN: Louise Flemming-Jackson

RE: Global Trade Group, Inc.

Dear Louise:

Enclosed herewith please find the documentation you requested in your letter of April 24, 2003 relative to the above-referenced corporation.

Also enclosed please find a check in the amount of \$35.00 representing the balance owed for the filing.

If you have any questions please do not hesitate to let me know.

Thank you.

Sincerely,


Stephanie Goodrich
Paralegal

ARTICLES OF MERGER
(Profit Corporations)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

2003 APR 30 PM 5: 20

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

EFFECTIVE DATE

5-1-03

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Global Trade Group, Inc.	New Hampshire	

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Global Trade Group, 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 05 / 01 / 2003 (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 April 9, 2003.

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 April 9, 2003.

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)

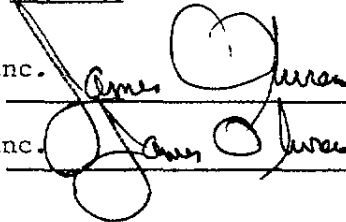
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature

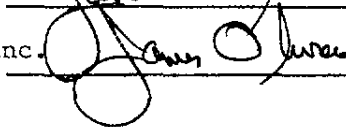
Typed or Printed Name of Individual & Title

Global Trade Group, Inc.



James Oliviero, president

Global Trade Group, Inc.



James Oliviero, president

PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, F.S. and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation:

Name

Jurisdiction

Global Trade Group, Inc.

New Hampshire

Second: The name and jurisdiction of each merging corporation:

Name

Jurisdiction

Global Trade Group, Inc.

Florida

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

See attached

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation 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, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

See attached

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached as an exhibit:

N/A

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

See attached Agreement and Plan of Reorganization

AGREEMENT AND PLAN OF REORGANIZATION

between

GLOBAL TRADE GROUP, INC.

and

GLOBAL TRADE GROUP, INC.

AGREEMENT AND PLAN OF REORGANIZATION

THIS AGREEMENT AND PLAN OF REORGANIZATION (this "Agreement"), is made and entered into Apr. 8, 2003, by and among GLOBAL TRADE GROUP, INC., a New Hampshire corporation ("GTG"), and GLOBAL TRADE GROUP, INC., a Florida corporation ("GTG-FL").

WHEREAS, this Agreement contemplates a merger of GTG-FL with and into GTG in a reorganization pursuant to Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended, which the parties expect will further certain of their business objectives;

WHEREAS, GTG-FL desires to merge with and into GTG and thereby cease its separate corporate existence;

WHEREAS, GTG desires to merge with GTG-FL and continue its corporate existence as the surviving corporation;

WHEREAS, the Board of Directors of GTG-FL deems it desirable and in the best interests of such corporation and its stockholders that GTG-FL be merged with and into GTG in accordance with the terms of this Agreement and have, pursuant to a resolution duly adopted, approved and adopted this Agreement and directed that this Agreement be submitted to a vote of its stockholders, for the purpose of voting upon the merger of GTG-FL with and into GTG;

WHEREAS, the Board of Directors of GTG deems it desirable and in the best interests of GTG that GTG-FL be merged with and into GTG in accordance with the terms of this Agreement and have, pursuant to a resolution duly adopted, approved and adopted this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

THE MERGER

Section 1.1. The Merger of GTG-FL with and into GTG. Subject to the terms and conditions of this Agreement, at the Effective Time of the Merger (as defined in Section 1.2) GTG shall merge (the "Merger") with and into GTG and GTG shall be the corporation surviving the Merger. Provided this Agreement has not been terminated pursuant to Article IV, a Certificate of Merger shall be signed and verified on behalf of GTG-FL and GTG and filed with the Secretary of State of the State of New Hampshire and the Secretary of State of Florida.

Section 1.2. The Effective Time of the Merger. The Merger shall become effective on May 1, 2003 (the "Effective Time of the Merger").

ARTICLE II

EFFECT OF THE MERGER

Section 2.1. **General.** The Merger shall have the effect set forth in the New Hampshire Business Corporation Law. GTG may, at any time following the Effective Time of the Merger, take any action (including executing and delivering any document or instrument) in the name and on behalf of GTG-FL in order to consummate the transactions contemplated by this Agreement.

Section 2.2. **Certificate of Incorporation and By-Laws.** The Certificate of Incorporation of GTG in effect as of the Effective Time of the Merger shall be the Certificate of Incorporation of the surviving corporation of the Merger. The By-Laws of GTG in effect as of the Effective Time of the Merger shall be the By-Laws of the surviving corporation of the Merger.

Section 2.3. **Directors and Officers.** The Directors of GTG in office as of the Effective Time of the Merger shall be Directors of the surviving corporation of the Merger. The officers of GTG in office as of the Effective Time of the Merger shall be the officers of the surviving corporation of the Merger.

Section 2.4. **Rights and Liabilities of Surviving Corporation.** Upon the Effective Time of the Merger, GTG shall succeed to all of the rights, privileges, powers, immunities and franchises of GTG-FL, all of the properties and assets of GTG-FL, and all of the debts, choses in action and other interests due or belonging to GTG-FL shall be subject to, and responsible for, all of the debts, liabilities and obligations of GTG-FL with the effect set forth in the New Hampshire Business Corporation Act.

ARTICLE III

CONVERSION OF SHARES

At and as of the Effective Time of the Merger, all issued and outstanding shares of the capital stock of GTG-FL owned by GTG shall be surrendered and cancelled and all issued and outstanding capital stock of GTG-FL owned by Patricia Cuiffo Miller shall be converted into 22 shares of GTG.

ARTICLE IV

TERMINATION

Section 4.1. **Termination.** This Agreement may be terminated and abandoned at any time prior to the Effective Time of the Merger by resolution duly adopted by the Board of Directors of GTG and GTG-FL, and shall be terminated and abandoned if this Agreement is not approved by the requisite vote of the stockholders of GTG-FL or the sole stockholder of GTG.

Section 4.2. **Effect of Termination.** In the event of termination and abandonment of this Agreement in accordance with this Article IV, this Agreement shall become void and of no effect and there shall be no liability on the part of the parties hereto or their respective Directors, officers or stockholders.

ARTICLE V

MISCELLANEOUS

Section 5.1. **Amendment.** This Agreement may be amended by the parties hereto at any time before or after approval hereof by the stockholders of GTG, provided, that after such approval no amendment shall be made which by law requires the further approval of the GTG-FL without obtaining such approval. Any amendment to this Agreement shall be in writing and signed on behalf of each of the parties hereto.

Section 5.2. **Entire Agreement.** This Agreement, including the documents and instruments referred to herein, constitutes the entire agreement of the parties hereto and supersedes all prior agreements, whether written or oral, among any of the parties hereto with respect to the subject matter hereof.

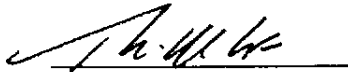
Section 5.3. **Headings.** The headings contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

Section 5.4. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 5.5. **Governing Law.** This Agreement shall be governed in all respects by the laws of the State of New Hampshire, without giving effect to the choice of law doctrine of the State of New Hampshire.

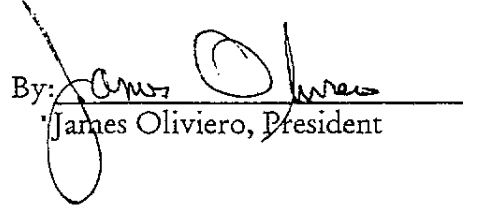
IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the day and year first above written.

Attest:



Title: sec.

GLOBAL TRADE GROUP, INC.

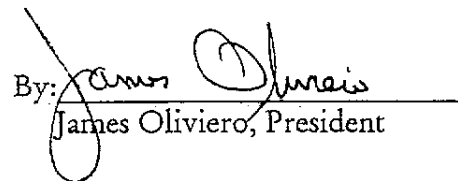
By: 
James Oliviero, President

Attest:



Title: sec

GLOBAL TRADE GROUP, INC.

By: 
James Oliviero, President