

Division of Corporations

Page 1 of 2

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Florida Department of State

Division of Corporations

Public Access System

Katherine Harris, Secretary of State

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To:

Division of Corporations
Fax Number : (850) 922-4000

From:

Account Name : EMPIRE CORPORATE KIT COMPANY
Account Number : 072450003255
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Fax Number : (305) 541-3770

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

SBI VENTURES, INC.

Certificate of Status	0
Certified Copy	0
Page Count	29
Estimated Charge	\$70.00

Merger

K.P. 30
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ARTICLES OF MERGER
MERGER SHEET

MERGING: -----

CIH, INC., A NEVADA CORPORATION, NOT QUALIFIED IN FLORIDA

INTO

SBI VENTURES, INC., A FLORIDA ENTITY, P98000006332.

FILE DATE: NOVEMBER 15, 1999

CORPORATE SPECIALIST: KAREN GIBSON

NOV-15-1999 12:28
SEP-21-1999 15:55

EMPIRE CORP
EMPIRE CORP

305 541 3770 P.29
305 541 3770 P.02/02



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

September 20, 1999

SBI VENTURES, INC.
6595 NW 36 ST
STE C 309
MIAMI, FL 33166

SUBJECT: SBI VENTURES, INC.
REF: P98000006332

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

The name and title of the person signing the document must be noted beneath or opposite the signature.

For each corporation, the document must contain the date of adoption of the plan of merger or share exchange by the shareholders or by the board of directors when no vote of the shareholders is required.

If shareholder approval was not required, a statement to that effect must be contained in the merger for each applicable corporation.

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) 487-6906.

Darlene Connell
Corporate Specialist

FAX Aud. #: H99000023346
Letter Number: 499100045929

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(28)

Articles of Merger**ARTICLES OF MERGER OF CIH, INC.
WITH AND INTO SBI VENTURES, INC.**FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned domestic and foreign corporations do hereby execute the following Articles of Merger pursuant to the applicable provisions of the corporate laws of Florida and Nevada, for the purpose of merging CIH, INC., a Nevada corporation with and into SBI VENTURES, INC., a Florida corporation. The surviving corporation, SBI VENTURES, INC. will retain the corporation name "SBI VENTURES, INC."

CIH, INC., a Nevada business corporation having its principal business office located at 1 S.E.3rd Avenue, Suite 2250, Miami, Florida 33131 (hereinafter sometimes referred to as the "merging corporation")

SBI VENTURES, INC., a Florida business corporation having its principal business office located at 814 Ponce DeLeon Boulevard, Suite 410, Miami, FL 33156 (hereinafter referred to as the surviving corporation.)

1. The name which the surviving corporation is to have after the merger will be "SBI VENTURES, INC. "
2. This merger is permitted under the laws of the States of Florida and Nevada, SBI VENTURES, INC., and CIH, INC. have complied with the applicable provisions of the laws of the States of Florida and Nevada.
3. The AGREEMENT AND PLAN OF MERGER OF CIH, INC. AND SBI VENTURES, INC. (The "AGREEMENT AND PLAN OF MERGER") is attached hereto and incorporated herein be reference.
4. The Board of Directors of SBI VENTURES, INC., the surviving corporation in the merger, approved and adopted the AGREEMENT AND PLAN OF MERGER, by written consent as of June 21, 1999 and directed that such document be submitted to a vote of its shareholders. The Board of Directors of SBI VENTURES, INC. and CIH, INC., respectively, duly approved and adopted the AGREEMENT AND PLAN OF MERGER

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by written consent as of June 21, 1999 in the manner prescribed by law.

5. The number of shares outstanding and the number of shares of each corporation entitled to vote on the AGREEMENT AND PLAN OF MERGER were as follows:

<u>Name of Corporation</u>	<u>Common Stock Shares Issued and Outstanding</u>	<u>Total shares Authorized</u>
SBI Ventures, Inc.	4,060,000 (post split) \$.001 par value	60,000,000
CIH, Inc.	1,000 No par value	25,000

6. The Charter of SBI VENTURES, INC. will be amended in conjunction with the merger.
7. The ARTICLES OF MERGER, and the AGREEMENT AND PLAN OF MERGER incorporated herein by reference, shall be effective as of June 21, 1999 pursuant to the Nevada Revised Statutes and the Florida Corporations Act, and the merger therein contemplated shall be deemed to be completed and consummated at said time.

IN WITNESS WHEREOF, these ARTICLES OF MERGER have been signed by the President and Secretary (or Assistant Secretary) of SBI VENTURES, INC. and by the President and Secretary (or Assistant Secretary) of CIH, INC. each thereunto duly authorized, as of the 21st day of June 1999.


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By: 

SBI VENTURES, INC
MANUEL E. IGLESIAS
PRESIDENT

ATTEST:


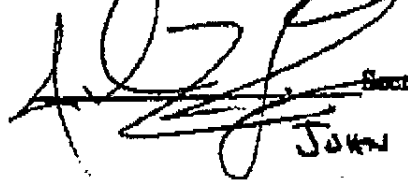

Secretary
MANUEL E. IGLESIAS
SECT.

CH, INC.

By:


GERARD HAMMER

ATTEST:


William Zelazny

Secretary
JOHN ZELAZNY

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Agreement and Plan of Merger**AGREEMENT AND PLAN OF MERGER OF
CIH, INC.
(merging Nevada Corporation)****WITH AND INTO SBI VENTURES, INC.
(surviving Florida Corporation)**

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of the 21st day of June 1999, by and between **CIH, INC.**, a corporation organized under the laws of the State of Nevada (hereinafter sometimes referred to as the "merging corporation", and **SBI VENTURES, INC.**, a corporation organized and existing under the laws of the State of Florida (hereinafter sometimes referred to as the "surviving corporation"), and said two corporations being hereinafter sometimes referred to as "constituent corporations";

WHEREAS, the Boards of Directors and shareholders of each of the constituent corporations desire to merge into a single corporation. **SBI VENTURES, INC.** will be the surviving corporation, under and pursuant to the laws of the States of Florida and Nevada.

NOW THEREFORE, the constituent corporations, in consideration of the mutual covenants, agreement and provisions hereinafter contained do hereby prescribe the terms and conditions of their merger and the mode of carrying the same into effect, as follows:

ARTICLE I**MERGER**

- 1.1 Immediately following execution hereof, each of the parties shall call a meeting of its Board of Directors which by resolution, shall approve and adopt this Plan and Agreement of Merger as a plan of reorganization within the provisions of Section 368 (a)(1)(A) of the Internal Revenue Code.
- 1.2 Pursuant to Section 607.1103(2)(b) of the Florida Corporations Act, approval of the majority of the stockholders of **SBI VENTURES, INC.** (Florida) is required under the circumstances.

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- 1.3 Pursuant to Section 92A.120 (2) (b) of the Nevada Revised Statutes, approval of the stockholders of **CIH, INC.** is required.
- 1.4 The Merger contemplated by this Plan and Agreement of Merger shall become effective upon the following:
- i. written consent by the Directors of the constituent corporations;
 - ii. written consent by the shareholders of the constituent corporations; and
 - iii. the filing of the Articles of Merger with the Florida Secretary of State and the Nevada Secretary of State.
- 1.5 **CIH, INC.** shall be merged with and into **SBI VENTURES, INC.** in accordance with the laws of the States of Nevada and Florida. The separate corporate existence of **CIH, INC.** shall thereby cease, and **SBI VENTURES, INC.** shall be the surviving corporation.
- 1.6 The name which the surviving corporation is to have after the merger shall be "**SBI VENTURES, INC.**"
- 1.7 On the Effective Time (as defined in Section 2.1 below), the separate existence of the Merging corporation shall cease.
- (a) The surviving corporation shall possess all of the rights, privileges, immunities and franchises, to the extent consistent with its Articles of Incorporation, of the constituent corporations. All the rights, privileges, powers and franchises of the merging corporation, of a public as well as of a private nature, and all property, real, personal and mixed of the merging corporation, and all debts due on whatever account to it, including all choses in action and all and every other interest of or belonging to it shall be taken by and deemed to be transferred to and vested in the surviving corporation without further act or deed; and
 - (b) all such property, rights privileges, immunities and franchises, of a public as well as private nature, and all and every other interest of the merging corporation shall be thereafter as effectually the property of the surviving corporation as they were of

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the merging corporation.

- 1.8 Following the Effective Time, the officers of the surviving corporation shall prepare, execute, and file Articles of Merger with the Nevada and Florida Departments of State and take all other actions necessary to formalize the Merger, pursuant to the applicable sections of the corporation laws of Florida and Nevada.
- 1.9 From and after the Effective Time, the surviving corporation shall be subject to all the duties and liabilities of a corporation organized under the Florida Corporations Act and the Nevada Revised Statutes and shall be liable and responsible for all the liabilities and obligations of the constituent corporations. The rights of the creditors of the constituent corporations, or of any person dealing with such corporations, or any liens upon the property of such corporations, shall not be impaired by this merger, and claim existing or action or proceeding pending by or against either corporation may be prosecuted to judgment as if this merger had not taken place, or the Surviving corporation may be proceeded against or substituted in place of the Merging corporation. Except as otherwise specifically provided to the contrary herein, the identity, existence, purpose, powers, franchises, rights immunities and liabilities of the Surviving corporation shall continue unaffected and unimpaired by the merger.

ARTICLE II

TERMS AND CONDITIONS OF THE MERGER

The terms and conditions of the merger shall be as follows:

- 2.1 The merger shall become effective at the time of the filing of the Articles of Merger pursuant to Florida Corporations Act, Sections 607.1105(b) and to the Nevada Revised Statutes Sections 92A.240.
- 2.2 Prior to the Effective Time, the constituent corporations shall take all such action as shall be necessary or appropriate in order to effect the merger. If at any time after the Effective Time, the Surviving corporation shall determine that any further conveyance, assignment

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or other documents or any further action is necessary or desirable in order to vest in, or confirm to, the surviving corporation full title to all of the property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement and Plan.

ARTICLE III

CHARTER AND BYLAWS; DIRECTORS AND OFFICERS

- 3.1 The Articles of Incorporation of SBI VENTURES, INC., as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Articles of Incorporation of the Surviving corporation until duly amended in accordance with law. The name change of the surviving corporation to SBI VENTURES, INC. will occur at the effective time of this agreement, and such name change will be reflected as an amendment to the Articles of Incorporation of the Surviving Corporation.
- 3.2 The Bylaws of SBI VENTURES, INC., as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Bylaws of the Surviving corporation until duly amended in accordance with law, and no change to such Bylaws shall be affected by the merger.
- 3.3 The persons who are the Directors and officers of SBI VENTURES, INC. immediately prior to the Effective Time shall, after the merger, continue as the Director and officers of the surviving corporation without change, to serve, subject to the provisions of the Bylaws of the surviving corporation, until their successors have been duly elected and qualified in accordance with the laws of the State of Florida and the Articles of Incorporation and Bylaws of the surviving corporation.

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ARTICLE IV**CONVERSION OF SHARES**

- 4.1 The aggregate number of shares of stock which SBI VENTURES, INC. has the authority to issue is Sixty-Million (60,000,000) shares at \$.001 par value, divided into 10,000,000 Preferred Shares and 50,000,000 Common Shares. SBI VENTURES, INC. presently has issued a total of 4,060,000 (post-split) shares of capital Common Stock.
- 4.2 The Merging Corporation has a total authorized capitalization of Twenty-Five Thousand (25,000) shares with no par value. Prior to this Merger, a total of 1,000 shares had been issued to the two shareholders of the CIH, INC., the Merging Corporation.
- 4.3 At the Effective Time, each issued and outstanding share of Common Stock of CIH, INC. shall be worth 3,000 shares of Common Stock of SBI VENTURES, INC. The Merging Corporation, therefore, will have 3,000,000 shares of Common Stock in the Surviving Corporation at the Effective Time.
- 4.4 The surviving corporation shall pay all reasonable and ordinary expenses of carrying this Agreement into effect and of accomplishing the Merger.
- 4.5 Except as specifically set forth, the identity, existence, purposes, powers, objects, franchises, privilege, rights, and immunities of SBI VENTURES, INC. shall continue unaffected and unimpaired by the Merger and the corporate franchises, existence and rights of CIH, INC. shall be merged into SBI VENTURES, INC. and SBI VENTURES, INC., as the surviving corporation, shall be fully vested therewith.
- 4.6 At the Effective Time of the merger, the separate existence of CIH, INC. shall cease, and in accordance with the terms of this agreement the surviving corporation shall possess all the rights, powers and franchises, as well of a public and private nature, and be subject to all restrictions, disabilities, and duties of each of the constituent corporations, and all and singular, the rights, powers and franchises and all property, real, personal, and mixed and all debts due on whatever account, including stock subscriptions, and all other things in action and all and every other interest of or belonging to or due to each of the constituent

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corporations shall be taken and deemed to be transferred to and vested in the surviving corporation without further act or deed; 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 Merging corporation; and the title to any real estate, or interest therein, whether by deed or otherwise, under the laws of Florida and Nevada vested in such corporation, shall not revert or be in any way impaired by reason of the Merger.

- 4.7 The surviving corporation shall thenceforth be responsible and liable for all the liabilities and obligations of the constituent corporations, and any claim existing or action or proceeding pending by or against the merging corporation may be prosecuted as if the merger had not taken place, or the surviving corporation may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either constituent corporation shall be impaired by the Merger, and all debts, liabilities, and duties of each of said constituent corporations shall 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.

ARTICLE V

REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF OF CIH, INC.

CIH, INC. intending SBI VENTURES, INC. and its officers, directors and stockholders to rely thereon, represents, warrants and agrees as follows:

- 5.1 CIH, INC. shall be, as of the date of the merger, a validly existing corporation in good standing, duly organized pursuant to the laws of the State of Nevada, with all legal and corporate authority and power to conduct its business as now being conducted and to own its properties and it possesses all necessary permits and licenses required in connection with the conduct of its business.

- 5.2 The conduct of CIH, INC.'s business shall be in full compliance with all applicable,

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federal, state and local governmental statutes, rules, regulations, ordinances and decrees.

- 5.3 The execution and delivery of this Agreement, the consummation of the transactions herein contemplated and compliance with the terms of this Agreement will not result in a breach of any of the terms or provisions of, or constitute a default under, the Articles of Incorporation or By-Laws of CIH, INC. upon incorporation and adoption; or of any indenture, other agreement or instrument to which the corporation may be a party or by which it or its assets may be bound; or any applicable regulation, judgment, order or decree of any governmental instrumentality or court, domestic or foreign, having jurisdiction over the corporation, its securities or its properties.
- 5.4 CIH, INC. is not a party to any written or oral agreement which grants an option or right of first refusal or other arrangement to acquire any of the stock or to any agreement that affects the voting rights of any of the stock, nor has the company made any commitment of any kind relating to the issuance of shares of any of its stock, whether by subscription, right of conversion, option or otherwise.
- 5.5 The execution, delivery and performance of this Agreement and the transactions contemplated hereby do not require the consent, authority or approval of any other person or entity except such as have been obtained.

The foregoing representations, warranties and agreements shall be true and correct as of the effective date of the Merger. Such representations, warranties and agreements shall survive the Merger until June 30, 2000. None of such representations, warranties and agreements contain, or shall contain as of the effective date of the Merger, any false or misleading statement of a material fact or omit, as of the effective date of the Merger, to state any material fact necessary in order to make the representations, warranties and agreements not misleading.

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ARTICLE VII
REPRESENTATIONS, WARRANTIES AND AGREEMENTS
OF
SBI VENTURES, INC.

SBI VENTURES, INC., intending **CIH, INC.** to rely thereon, represents, warrants and agrees as follows:

- 6.1 **SBI VENTURES, INC.** is, as of the date of this Agreement, a validly existing corporation in good standing, duly organized pursuant to the laws of the State of Florida, with all legal and corporate authority and power to conduct its business as now being conducted and to own its properties and it possesses all necessary permits and licenses required in connection with the conduct of its business.
- 6.2 The conduct of **SBI VENTURES, INC.**'s business is in full compliance with all applicable, federal, state and local governmental statutes, rules, regulations, ordinances and decrees.
- 6.3 Pursuant to its Articles of Incorporation **SBI VENTURES, INC.** is authorized to issue 60,000,000 shares of \$.001 par value stock, of which 4,060,000 (post split) have been issued. There are no other authorized or outstanding securities of any class or of any kind or character of the corporation and, except as reflected in this Agreement, there are no outstanding subscriptions, options, warrants or other agreements or commitments obligating the corporation, to issue or to sell any additional shares of **SBI VENTURES, INC.**'s stock or any options or rights with respect thereto, or any securities convertible into any shares of stock of any class.
- 6.4 The execution and delivery of this Agreement, the consummation of the

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transactions herein contemplated and compliance with the terms of this Agreement will not result in a breach of any of the terms or provisions of, or constitute a default under, the Articles of Incorporation or By-Laws of SBI VENTURES, INC.; any indenture, other agreement or instrument to which the corporation is a party or by which it or its assets are bound; or any applicable regulation, judgment, order or decree of any governmental instrumentality or court, domestic or foreign, having jurisdiction over the corporation, its securities or its properties.

- 6.5 SBI VENTURES, INC. is not a party to any written or oral agreement which grants an option or right of first refusal or other arrangement to acquire any of the stock or to any agreement that affects the voting rights of any of the stock, nor has the company made any commitment of any kind relating to the issuance of shares of any of its stock, whether by subscription, right of conversion, option or otherwise.
- 6.6 The execution, delivery and performance of this Agreement and the transactions contemplated hereby do not require the consent, authority or approval of any other person or entity except such as have been obtained.

The foregoing representations, warranties and agreements shall be true and correct as of the effective date of the Merger. Such representations, warranties and agreements shall survive the Merger until June 30, 2000. None of such representations, warranties and agreements contain, or shall contain as of the effective date of the Merger, any false or misleading statement of a material fact or omit, as of the effective date of the Merger, to state any material fact necessary in order to make the representations, warranties and agreements not misleading.

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ARTICLE VII**CONDUCT OF
CIH, INC.
BEFORE CLOSING**

From the execution of this Agreement to Closing, CIH, INC. shall not take any action, or enter into any agreement, that would constitute or cause any inducement, representation or warranty of CIH, INC. contained in this Agreement to become untrue, nor to take any action or enter into any agreement, that would constitute, or cause, a breach of this Agreement.

CIH, INC. will use its best efforts to preserve intact its business organization, to keep available to it the services of its present officers and employees, to preserve its present relationships with persons having significant business relations with it, to maintain all of its properties in customary repair and condition and to maintain insurance policies in respect of its business and properties consistent with current practice.

ARTICLE VIII**CONDUCT OF PARTIES PENDING CLOSING**

- 8.1 CIH, INC. and SBI VENTURES, INC. each agrees to give to the other and the authorized representatives of the other full access to all the premises and books and records of it and to furnish the other with such financial and operating data and other information with respect to the business and properties of it as the other shall from time to time request; provided, however, that any such investigation shall not affect any of the representations and warranties hereunder; and provided further, that any such investigation shall be conducted in such manner as not to interfere unreasonably with the operation of the business of the other. In the event of termination of this agreement, CIH, INC. and SBI VENTURES, INC. will each return to the other all documents, work papers and other material

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obtained from the other in connection with the transactions contemplated hereby and will use all reasonable efforts to keep confidential any information obtained pursuant to this agreement unless such information is readily ascertainable from public or published information or trade sources.

- 8.2 The Boards of Directors of CIH, INC. and SBI VENTURES, INC., respectively, will adopt and approve this Plan and Agreement of Merger.

ARTICLE IX MISCELLANEOUS

- 9.1 Notwithstanding anything herein to the contrary, the Board of Directors of either of the constituent corporation may, at their sole discretion and at any time prior to the filing with the Secretary of State of Florida and the Secretary of State of Nevada of the necessary Articles of Merger giving effect to the merger, by resolution duly adopted, abandon the merger if it shall deem such action necessary, desirable and in the best interest of the respective constituent corporation. In the event of such determination and the abandonment of the Agreement and Plan pursuant to the provisions of this Paragraph 5.2, the same shall become null and void and shall have no further effect. Such termination shall not give rise to any liability on the part of either of the constituent corporation or its Directors, officers or shareholders in respect of this Agreement and Plan.

- 9.2 The Shareholders of CIH, INC. and SBI VENTURES, INC. dissenting to the Agreement and Plan shall be entitled, pursuant to Section 1302 of the Florida Corporations' Act and Section 92A.380 of the NRS, to be paid the fair value of their shares upon compliance with such statutory sections.

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- 9.3 **ENTIRE AGREEMENT** This AGREEMENT AND PLAN embodies the entire agreement between the parties hereto and there are no agreements, understandings, restrictions or warranties between the parties hereto other than those set forth herein or herein provided for.
- 9.4 **NOTICES** All notices to a party shall be deemed given when mailed by registered or certified mail to the address at the head of this Agreement, or another address as may be substituted therefore.
- 9.5 **INTEGRATION** This Agreement is the entire Agreement between and among the parties and supersedes any prior agreement(s) among the parties with respect thereto except as herein specified. No alteration, modification, or waiver of term or condition hereof shall be binding unless in writing and signed by all parties.
- 9.6 **AMENDMENTS** This Agreement may be amended only with the written approval of the party to be charged therewith; provided, however, that no such amendment may be made that would cause a breach of any warranty or representation herein.
- 9.7 **NO ASSIGNMENT** This Agreement may not be assigned by either party or by operation of law or otherwise.
- 9.8 **CONSTRUCTION** Whenever required by the context hereof: the masculine gender shall be deemed to include the feminine and neuter; and the singular member shall be deemed to include the plural. Time is expressly declared to be of the essence of this Agreement
- 9.9 **INTERPRETATION** It is the intent of the parties that this Agreement shall be

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construed and interpreted, and that all questions arising hereunder shall be determined in accordance with the provisions of the laws of the State of Florida and/or Nevada as conflict of laws provisions may require.

9.10 **ARBITRATION.** Any controversy, claim or dispute arising out of or resulting from this Agreement, or the breach thereof, that cannot be resolved by negotiation, shall be resolved by arbitration, to be held in Houston, CIH, in accordance with the rules and regulation of the American Arbitration Association, except that the provisions for discovery shall be as set forth in the Rules of Civil Procedure then in effect in CIH. Failure of a party to participate or cooperate shall constitute grounds for default judgment. The arbitrator shall award legal fees and costs to the prevailing party. The decision of the arbitrator shall in each case, including awards and the allocation of costs, be final and binding upon the parties. Judgment upon the award rendered by the arbitrator may be entered in any Court having jurisdiction thereof.

9.11 **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, any one of which shall be deemed to be an original.

9.12 **BROKERS OR FINDERS FEES.** This merger is being done to merge the merging corporation into the surviving corporation. No agent, broker, person, or firm acting on behalf of either party or any of their subsidiaries or under the authority of any of them is or will be entitled to any commission or broker's or finder's fee or financial advisory fee in connection with any of the transactions contemplated herein.

IN WITNESS WHEREOF, this AGREEMENT AND PLAN has been signed by the duly authorized officers of the constituent corporation pursuant to the authorization by the Board of Directors and Shareholders of the constituent corporations, all as of the day and year first above written.

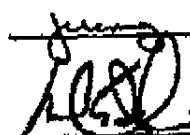

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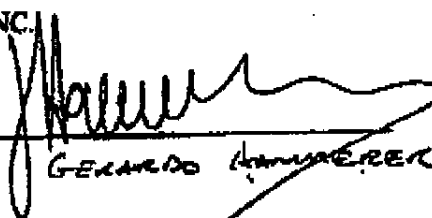
SBI VENTURES, INC.

By:  MANUEL IGLESIAS

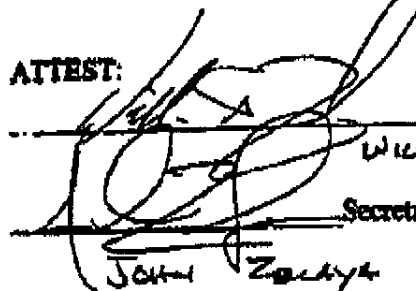
ATTEST:

 Jeremy Lytle
Secretary
 MANUEL IGLESIAS.

CH, INC.

By:  GERARDO HAMMERER

ATTEST:

 William Zelaya
Secretary
John Zelaya

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SBI VENTURES, INC.**UNANIMOUS WRITTEN CONSENT
IN LIEU OF FORMAL ACTION BY THE BOARD OF DIRECTORS.**

The undersigned, being all of the members of the Board of Directors of **SBI VENTURES, INC.**, a Florida Corporation (the "Corporation"), pursuant to Chapter 607 of the Florida Corporations Act, sections 607.0821 and 607.0822, do hereby waive any and all requirements for the holding of a meeting of the Board of Directors of the Corporation and do hereby unanimously take the following actions and adopt the following preambles and resolutions by signing their written consent hereto:

Approval of Merger with CIH, Inc.

WHEREAS, in the opinion of this Board of Directors, it is advisable and in the best interest of the Corporation and its shareholders that **CIH, INC.** be merged with and into the Corporation pursuant to The Florida Corporations Act, Sections 607.1101 et. seq;

WHEREAS, the merger would be carried out in accordance with the terms and provisions of **THE AGREEMENT AND PLAN OF MERGER OF CIH, INC. AND SBI VENTURES, INC.** (the "AGREEMENT AND PLAN OF MERGER"), a copy of which is attached hereto and hereby is, approved and adopted; and

NOW, THEREFORE, BE IT RESOLVED that the **AGREEMENT AND PLAN OF MERGER** be, and the same hereby is, approved and adopted; and

FURTHER RESOLVED, that **THE ARTICLES OF MERGER OF CIH, INC., AND SBI VENTURES, INC.** (the "ARTICLES OF MERGER"), a copy of which is attached and hereby made a part hereof, be and the same hereby are, approved and adopted and FURTHER RESOLVED, that the **AGREEMENT AND PLAN OF MERGER** and the **ARTICLES OF MERGER** be submitted to the shareholders of the Corporation to be approved and adopted; and

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FURTHER RESOLVED, that upon approval, the proper officers of the Corporation by, and they hereby are, authorized and directed to do all such acts and things and to execute such documents, agreements, and certificates in the name and on behalf of the Corporation, and to deliver or file such documents agreements and certificates when executed, and to take all such other action, with any such person, as is necessary to effectuate the merger, and to pay all filing fees and other fees expenses and charges as they or any of them may deem necessary or appropriate to effectuate the AGREEMENT AND PLAN OF MERGER and the full intent and purposes thereof.

The undersigned, being all of the Directors of the Corporation, do hereby consent to all the actions described in the foregoing preambles and resolutions, and said actions and resolution shall have the same force and effect as if taken at a duly constituted meeting of the Board of Directors of the Corporation. This document shall be filed with the Secretary of the Corporation and shall be made a part of the minutes of the Corporation. This document may be signed in counterparts.

IN WITNESS WHEREOF, the undersigned Directors have hereunto set their hands and seals as of the 21st day of June 1999.

DIRECTORS:



MAGUEL E. IGLESIAS
DIRECTOR

(SEAL)

(SEAL)

(SEAL)

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H99000028987**CIH, INC.****WRITTEN CONSENT
IN LIEU OF FORMAL ACTION BY THE SHAREHOLDERS.**

The undersigned, being the majority of the shareholders of CIH, INC., a Nevada Corporation (the "Corporation"), pursuant to The Nevada Revised Statutes ("NRS") Sections 78.375 and NRS 78.320, do hereby waive any and all requirements for the holding of a meeting of the shareholders, do hereby waive any and all requirements for notice that dissenting shareholders are entitled to be paid the fair value for shares of the Corporation's stock pursuant to NRS Sections 78.375 and 92A.380. Shareholders hereby unanimously take the following actions and adopt the following preambles and resolutions by signing their written consent hereto:

Approval of Merger with SBI VENTURES, Inc.

WHEREAS, in the opinion of the Board of Directors of the Corporation, it is advisable and in the best interest of the Corporation that the Corporation be merged with and into SBI VENTURES, INC. pursuant to Sections 92A.100-260 of the Nevada Revised Statutes.

WHEREAS, the merger would be carried out in accordance with the terms and provisions of THE AGREEMENT AND PLAN OF MERGER OF CIH, INC. AND SBI VENTURES, INC. (the "AGREEMENT AND PLAN OF MERGER"), a copy of which is attached hereto and hereby made part hereof; and

WHEREAS, the Board of Directors of the Corporation has approved and adopted the AGREEMENT AND PLAN OF MERGER and the ARTICLES OF MERGER OF CIH, INC. WITH AND INTO SBI VENTURES, INC. (the "ARTICLES OF MERGER"), a copy of which is attached hereto as Exhibit 2 and hereby made a part hereof and hereby make part hereof, and have submitted the AGREEMENT AND PLAN OF MERGER and the ARTICLES OF MERGER to the shareholders to be approved and adopted; and

WHEREAS, in the opinion of the shareholders of the Corporation, it is advisable and in the best interest of the shareholders of the Corporation that the Corporation

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be merged with and into **SBI VENTURES, INC.**

NOW, THEREFORE, BE IT RESOLVED that the **AGREEMENT AND PLAN OF MERGER** as approved and adopted by the Board of Directors of the Corporation, by, and the same hereby are, approved and adopted; and

FURTHER RESOLVED, that the undersigned shareholders hereby waive and relinquish any and all rights of dissenting shareholders provided by the NRS Sections 78.375 and 92A.380.

FURTHER RESOLVED, that the appropriate officers of the corporation be, and they hereby are, authorized and directed to execute the **AGREEMENT AND PLAN OF MERGER** and the **ARTICLES OF MERGER** in accordance with applicable state law.

FURTHER RESOLVED, that the proper officers of the Corporation be, and they hereby are authorized and directed to do such acts and things and to execute such documents, agreements and certificates in the name and on behalf of the Corporation, and to deliver or file such documents agreements and certificates when executed, and to take all such other action, with any such person , as is necessary to effectuate the merger, and to pay all filing fees and other fees expenses and charges as they or any of them may deem necessary or appropriate to effectuate the **AGREEMENT AND PLAN OF MERGER** and the full intent and purposes thereof.

The undersigned, being the majority of the shareholders of the Corporation, do hereby consent to all the actions described in the foregoing preambles and resolutions, and said actions and resolution shall have the same force and effect as if taken at a duly constituted meeting of the shareholders Corporation. This document shall be filed with the Secretary of the Corporation and shall be made a part of the minutes of the Corporation. This document may be signed in counterparts.

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SBI VENTURES, INC**WRITTEN CONSENT
IN LIEU OF FORMAL ACTION BY THE SHAREHOLDERS**

The undersigned, being the majority of the shareholders of SBI VENTURES, INC., a Florida Corporation (the "Corporation"), pursuant to the Florida Corporations Act, sections 607.0823, and 607.0704, the shareholders hereby waive any and all requirements for the holding of a meeting of the shareholders. Shareholders also waive any and all requirements for notice that dissenting shareholders are entitled to be paid the fair value for shares of the Corporation's stock pursuant to Sections 607.0704 and 607.1302, and do hereby take the following actions and adopt the following preambles and resolutions by signing their written consent hereto:

Approval of Merger with CIH, Inc.

WHEREAS, in the opinion of this Board of Directors, it is advisable and in the best interest of the Corporation and its shareholders that CIH, Inc., a Nevada corporation, be merged with and into the Corporation pursuant to sections 607.1101 through 607.1302 of The Florida Corporations Act.

WHEREAS, the merger would be carried out in accordance with the terms and provisions of THE AGREEMENT AND PLAN OF MERGER OF CIH, INC AND SBI VENTURES, INC. (the "AGREEMENT AND PLAN OF MERGER"), a copy of which is attached hereto and hereby made part hereof; and

WHEREAS, the Board of Directors has approved and adopted the AGREEMENT AND PLAN OF MERGER and the ARTICLES OF MERGER OF CIH, INC. WITH AND INTO SBI VENTURES, INC. (the "ARTICLES OF MERGER"), a copy of which is attached hereto and hereby make part hereof, and the Board of Directors has also submitted the AGREEMENT AND PLAN OF MERGER and the ARTICLES OF MERGER to the shareholders to be approved and adopted; and

WHEREAS, in the opinion of the shareholders of the Corporation, it is advisable and in the best interest of the shareholders of the Corporation that the Corporation be merged with CIH, INC.;

NOW, THEREFORE, BE IT RESOLVED that the AGREEMENT AND PLAN OF MERGER as approved and adopted by the Board of Directors of the Corporation, by, and

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the same hereby are, approved and adopted; and

FURTHER RESOLVED, that the undersigned shareholders hereby waive and relinquish any and all rights of dissenting shareholders provided by Sections 607.1302 of the Florida Corporations Act.

FURTHER RESOLVED, that the appropriate officers of the corporation be, and they hereby are, authorized and directed to execute the **AGREEMENT AND PLAN OF MERGER** and the **ARTICLES OF MERGER** in accordance with The Florida Corporations Act, Sections 607.1101 et. seq.

FURTHER RESOLVED, that the proper officers of the Corporation be, and they hereby are authorized and directed to do such acts and things and to execute such documents, agreements and certificates in the name and on behalf of the Corporation, and to deliver or file such documents agreements and certificates when executed, and to take all such other action, with any such person, as is necessary to effectuate the merger, and to pay all filing fees and other fees expenses and charges as they or any of them may deem necessary or appropriate to effectuate the **AGREEMENT AND PLAN OF MERGER** and the full intent and purposes thereof.

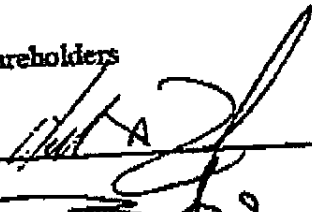


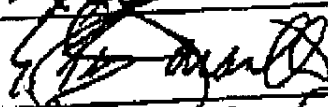
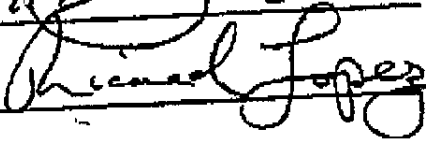
The undersigned, being the majority of the shareholders of the Corporation, do hereby consent to all the actions described in the foregoing preambles and resolutions, and said actions and resolution shall have the same force and effect as if taken at a duly constituted meeting of shareholders of the Corporation. This document shall be filed with the Secretary of the Corporation and shall be make a part of the minutes of the Corporation. This document may be signed in counterparts.

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IN WITNESS WHEREOF, the undersigned shareholders have hereunto set their hands and seals as of the 21st day of June 1999.

Shareholders

	_____
	_____
	_____
	_____
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_____	_____
_____	_____
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IN WITNESS WHEREOF, the undersigned majority shareholders have
hereunto set their hands and seals as of the 21st day of June, 1999.

Shareholders

A handwritten signature in black ink, appearing to be "M. J. [unclear]", is written over a horizontal line. Below this line are several more horizontal lines, which are empty.

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CIH, INC.**UNANIMOUS WRITTEN CONSENT
IN LIEU OF FORMAL ACTION BY THE BOARD OF DIRECTORS.**

The undersigned, being all of the members of the Board of Directors of **CIH, INC.**, a Nevada Corporation (the "Corporation"), pursuant to The Nevada Revised Statutes Section 78.375, and NRS 78.315, do hereby waive any and all requirements for the holding of a meeting of the Board of Directors of the Corporation and do hereby unanimously take the following actions and adopt the following preambles and resolutions by signing their written consent hereto:

Approval of Merger with SBI Ventures, Inc.

WHEREAS, in the opinion of this Board of Directors, it is advisable and in the best interest of the Corporation and its shareholders that **SBI VENTURES, INC.** be merged with and into the Corporation pursuant to sections 92A.100 through 92A.500 of the Nevada Revised Statutes.

WHEREAS, the merger would be carried out in accordance with the terms and provisions of **THE AGREEMENT AND PLAN OF MERGER OF CIH, INC. AND SBI VENTURES, INC.** (the "AGREEMENT AND PLAN OF MERGER"), a copy of which is attached hereto and hereby is, approved and adopted; and

NOW, THEREFORE, BE IT RESOLVED that the **AGREEMENT AND PLAN OF MERGER** be, and the same hereby is, approved and adopted; and

FURTHER RESOLVED, that **THE ARTICLES OF MERGER OF CIH, INC., AND SBI VENTURES, INC.**, (the "ARTICLES OF MERGER"), a copy of which is attached and hereby made a part hereof, be and the same hereby are, approved and adopted; and

FURTHER RESOLVED, that upon this approval, the proper officers of the Corporation by, and they hereby are, authorized and directed to do all such acts and things and to execute such documents, agreements, and certificates in the name and on behalf of the Corporation, and to deliver or file such documents

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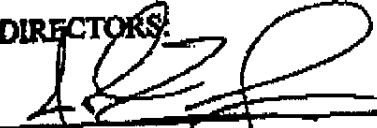
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agreements and certificates when executed, and to take all such other action, with any such person, as is necessary to effectuate the merger, and to pay all filing fees and other fees expenses and charges as they or any of them may deem necessary or appropriate to effectuate the AGREEMENT AND PLAN OF MERGER and the full intent and purposes thereof.

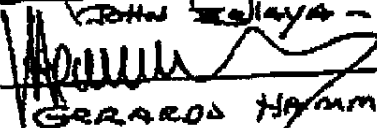
The undersigned, being all of the Directors of the Corporation, do hereby consent to all the actions described in the foregoing preambles and resolutions, and said actions and resolution shall have the same force and effect as if taken at a duly constituted meeting of the Board of Directors of the Corporation. This document shall be filed with the Secretary of the Corporation and shall be made a part of the minutes of the Corporation. This document may be signed in counterparts.

IN WITNESS WHEREOF, the undersigned Directors have hereunto set their hands and seals as of the 21st day of June 1999.

DIRECTORS:



JOHN KALAYA - DIRECTOR (SEAL)



GERARD HAMMER
DIRECTOR (SEAL)

(SEAL)