

PA9000005324

Law Office of Andrea Cataneo Ltd.

81 Meadowbrook Road
Randolph, NJ 07869

(973) 442-9944 Fax (973) 442-9933
E-Mail: Andrea@backeast.com

July 31, 2002

Florida Department of State
Division of Corporations
Amendment Section
409 East Gains Street
Tallahassee, FL 32399

Re: *Merger of Global Horizon Investments, Inc. (Florida) with and into
Global Horizon Investments, Inc. (Nevada)*

100006857591--8

-08/01/02--01052--007

*****78.75 *****78.75

Dear Sir or Madam:

Enclosed, please find the following items for the immediate processing of Articles of Merger for the above named Florida corporation: (i) Articles of Merger merging of Global Horizon Investments, Inc. (Florida) with and into its wholly owned subsidiary, Global Horizon Investments, Inc. (Nevada); (iii) a check for \$78.75 made out to the Florida Department of State, Division of Corporations to cover your \$35 per party processing fee plus \$8.75 for a certified copy.

Kindly send the certified copy to my office as soon as possible. You may use my FEDEX number which is 2320 62339.

If you require anything further, please don't hesitate to contact me at (972) 442-9944.

Yours truly,
LAW OFFICE OF ANDERA CATANEO LTD.

Andrea Cataneo

By: Andrea Cataneo, Esq.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

aa 8/8 merger

ARTICLES OF MERGER
Merger Sheet

MERGING:

GLOBAL HORIZON INVESTMENTS, INC. A FL CORP., #P99000005324

INTO

GLOBAL HORIZON INVESTMENTS, INC.. a Nevada entity not qualified in
Florida

File date: August 1, 2002

Corporate Specialist: Anna Chesnut

ARTICLES OF MERGER

GLOBAL HORIZON INVESTMENTS, INC.
(a Florida corporation)

GLOBAL HORIZON INVESTMENTS, INC.
(a Nevada corporation)

The undersigned parent-subsidary corporations, desiring to merge a Florida parent corporation, Global Horizon Investments, Inc., as the merging corporation, with and into its wholly-owned Nevada subsidiary corporation, Global Horizon Investments, Inc., as the surviving corporation, for the purpose of redomesticating the Florida corporation in Nevada, hereby sign, seal, and present for filing these Articles of Merger as required by the corporate laws of Nevada and Florida, as follows:

1. The names of the constituent corporations are:

Merging Corporation:

Global Horizon Investments, Inc., a Florida corporation, which is the parent of Global Horizon Investments, Inc., the Nevada corporation which is the surviving corporation of this merger

Surviving Corporation:

Global Horizon Investments, Inc., a Nevada corporation, which is the wholly-owned subsidiary of Global Horizon Investments, Inc., the Florida corporation

2. The address the corporations is as follows:

Merging Florida corporation:

7240 S.W. 58th Street
Miami, Florida 33146

Surviving Nevada corporation

275 Route 10 East, Suite 220
Succasunna, New Jersey 07876

3. This merger is permitted under the laws of the States of Florida and Nevada. Global Horizon Investments, Inc. (Florida) and Global Horizon Investments, Inc. (Nevada) have complied with the applicable provisions of the laws of the States of Florida and Nevada.

4. The Plan and Agreement of merger was adopted by the respective Boards of Directors on 7/29/02; approval of the stockholders was not required under the respective corporate laws.

5. The shares of the Florida corporation shall be canceled. The holders of such shares shall receive one share of the Nevada corporation for each share of the Florida corporation held immediately prior to the merger.

6. The Articles of Incorporation of the two corporations will not

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TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

Global Horizon Investments, Inc. (Nevada)
and Global Horizon Investments, Inc. (Florida)

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be amended in conjunction with the merger.

7. The merger shall be effective upon the filing of these Articles of Merger in the state of Nevada.

8. The surviving corporation agrees that it may be served with process in the State of Florida in any proceeding for enforcement of any obligation of the merging corporation, or of any obligation of the surviving corporation arising from the merger, including any suit or other proceeding to enforce the right of any stockholders in any appraisal proceedings. The surviving corporation irrevocably appoints the Secretary of State of Florida as its agent to accept service of process and to send it to:

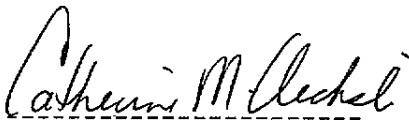
7240 S.W. 58th Street
Miami, Florida 33146

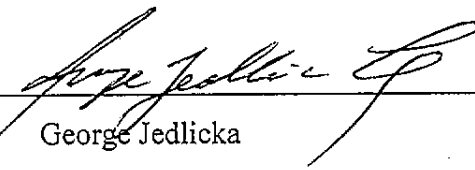
7. A copy of the Plan of Merger is on file at the offices of the surviving corporation. A copy will be furnished by the surviving corporation, without cost, to any stockholder of a constituent corporation, upon request.

IN WITNESS WHEREOF, the constituent corporations have executed these Articles of Merger this 29th day of July 2002.

GLOBAL HORIZON INVESTMENTS, INC.
(Nevada)

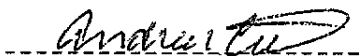
ATTEST:




By: 
George Jedlicka

GLOBAL HORIZON INVESTMENTS, INC
(Florida)

ATTEST:





Manuel Iglesias, President

PLAN AND AGREEMENT OF MERGER

GLOBAL HORIZON INVESTMENTS, INC.
(surviving Nevada corporation)

AND

GLOBAL HORIZON INVESTMENTS, INC.
(merging Florida corporation)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

This PLAN AND AGREEMENT OF MERGER, dated this 29th day of July 2002, made pursuant to the applicable provisions of the corporation laws of the states of Florida and Nevada, for the purpose of redomesticating the Florida corporation in Nevada, by and between:

GLOBAL HORIZON INVESTMENTS, INC., a Florida business corporation having its principal business office located at 275 Route 10 East, Suite 220, Succasunna, New Jersey 07876 (hereinafter sometimes referred to as the "merging corporation");

AND

GLOBAL HORIZON INVESTMENTS, INC., a Nevada business corporation, being the wholly-owned subsidiary of GLOBAL HORIZON INVESTMENTS, INC. (Florida), having its principal business office located at 275 Route 10 East, Suite 220, Succasunna, New Jersey 07876 (hereinafter sometimes referred to as the "surviving corporation");

WITNESSETH THAT:

WHEREAS, GLOBAL HORIZON INVESTMENTS, INC. and GLOBAL HORIZON INVESTMENTS, INC. (hereinafter jointly referred to as the "constituent corporations") desire to merge into a single corporation so as to redomicile the Florida corporation in Nevada;

NOW THEREFORE, the constituent corporations, in consideration of the mutual covenants, agreements 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
THE MERGER

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 for the sole purpose of redomiciling the Florida corporation in Nevada. .

2. (a) Pursuant to the provisions of Section 78.454 of the Nevada Corporation Law approval of the stockholders of Global Horizon Investments, Inc. (Nevada) is not required under the circumstances.

(b) Pursuant to the provisions of Section 607.1103(7) of the Florida Corporation Law approval of the stockholders of Global Horizon Investments, Inc. (Florida) is not required under the circumstances.

(c) Therefore, the Merger contemplated by this Plan and Agreement of Merger shall automatically become effective upon the filing of the Articles of merger with the Nevada Secretary of State and the Florida Secretary of State.

3. Upon effectiveness of this Plan and Agreement of Merger, GLOBAL HORIZON INVESTMENTS, INC. (Nevada) shall merge GLOBAL HORIZON INVESTMENTS, INC. (Florida) into itself and GLOBAL HORIZON INVESTMENTS, INC. (Florida) shall merge into and with GLOBAL HORIZON

PLAN AND AGREEMENT OF MERGER

Global Horizon Investments, Inc. (Nevada)
and Global Horizon Investments, Inc. (Florida)

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INVESTMENTS, INC. (Nevada) which shall be the surviving corporation and GLOBAL HORIZON INVESTMENTS, INC. (Nevada) shall continue for all purposes while the separate existence of GLOBAL HORIZON INVESTMENTS, INC. (Florida) shall cease.

4. Following effectiveness of this Plan and Agreement of Merger, the officers of the surviving corporation shall prepare, execute, and file Articles/Certificate 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 Nevada and Florida.

5. Upon the Merger becoming effective:

(a) The Articles of Incorporation of GLOBAL HORIZON INVESTMENTS, INC. (Nevada) as in effect on the date of the Merger becoming effective shall continue in full force and effect as the Certificate of Incorporation of the surviving corporation.

(b) The Bylaws of GLOBAL HORIZON INVESTMENTS, INC. (Nevada) as in effect on the date of the Merger becoming effective shall continue in full force and effect as the Bylaws of the surviving corporation.

(c) The directors and officers of the surviving Nevada corporation shall remain as the directors and officers of such surviving corporation and serve until the next-annual meeting of shareholders and until their successors shall have been elected and qualified.

(d) All the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merging corporation shall be transferred to, vested in and devolve upon the surviving corporation without further act or deed.; and all property, rights, and every other interest of the surviving corporation and the merging corporation shall be as effectively the property of the surviving corporation as they were of the surviving corporation and the merged corporation respectively.

7. All rights of creditors and all liens upon any property of the constituent corporations shall be preserved unimpaired and all debts, liabilities, and duties of the merging corporation shall thenceforth attach to the surviving corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by such surviving corporation.

8. The merging corporation hereby agrees that, from time to time, as and when requested by the surviving corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds, bills of sale, assignments, documents, and instruments, and to take or cause to be taken such further or other action as the surviving corporation may deem necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merging corporation acquired or to be acquired by reason of or as a result of the Merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the surviving corporation are fully authorized in the name of the merging corporation or otherwise to take any and all such action.

9. The issued and outstanding shares of Common Stock of GLOBAL HORIZON INVESTMENTS, INC. (Florida) shall automatically be exchanged, on a one-for-one basis for the shares of Common Stock of GLOBAL HORIZON INVESTMENTS, INC. (Nevada).

10. The surviving corporation shall pay all the reasonable and ordinary expenses of carrying this Agreement into effect and of accomplishing the Merger.

PLAN AND AGREEMENT OF MERGER

Global Horizon Investments, Inc. (Nevada)
and Global Horizon Investments, Inc. (Florida)

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11. Except as herein specifically set forth, the identity, existence, purposes, powers, objects, franchises, privileges, rights, and immunities of GLOBAL HORIZON INVESTMENTS, INC. (Nevada) shall continue unaffected and unimpaired by the Merger and the corporate franchises, existence and rights of GLOBAL HORIZON INVESTMENTS, INC. (Florida) shall be merged into GLOBAL HORIZON INVESTMENTS, INC. (Nevada) and GLOBAL HORIZON INVESTMENTS, INC. (Nevada) shall, as the surviving corporation, be fully vested therewith. At the effective time of the Merger, the separate existence of GLOBAL HORIZON INVESTMENTS, INC. (Florida) shall cease, and in accordance with the terms of this agreement the surviving corporation shall possess all the rights, privileges, powers, and franchises, as well of a public as of a private nature, and be subject to all the restrictions, disabilities, and duties, of each of the constituent corporations, and all and singular, the rights, 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 too each of the constituent 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 Nevada and Florida vested in such corporation, shall not revert or be in any way impaired by reason of the Merger. 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 of the constituent corporations 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 II MISCELLANEOUS

1. 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 such other address as may be substituted therefor.
2. INTEGRATION. This Agreement is the entire Agreement 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.
3. 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.
4. NO ASSIGNMENT. This Agreement may not be assigned by either party or by operation of law or otherwise.
5. 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.
6. INTERPRETATION. It is the intent of the parties that this Agreement shall be 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.

PLAN AND AGREEMENT OF MERGER
Global Horizon Investments, Inc. (Nevada)
and Global Horizon Investments, Inc. (Florida)
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7. **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 Coral Gables, Florida, in accordance with the rules and regulations 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 Florida. 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.

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

9. **BROKERS, OR FINDERS' FEES.** This merger is being done to merge the subsidiary merging corporation into the parent 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, and intending to be legally bound, the parties have hereunto set their hands and seals the day and year first above written.

GLOBAL HORIZON INVESTMENTS, INC

ATTEST:

Catherine M. Dechert

By: George Jedlicka

George Jedlicka

GLOBAL HORIZON INVESTMENTS, INC

ATTEST:

Manuel E. Iglesias

By: Manuel E. Iglesias

Manuel E. Iglesias
President, Director