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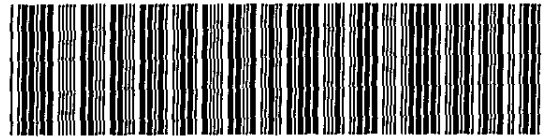
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Amendment Section  
Division of Corporations  
409 E. Gaines Street  
Tallahassee, FL 32399

VIA FEDERAL EXPRESS

Re: Merger of The Lordsburg Mining Company and  
Merger of St. Cloud Mining Company

To Whom It May Concern:

Enclosed for filing are two (2) originals of:

1. The Plan of Merger and Articles of Merger for the merger of The Lordsburg Mining Company (Document Number L69411) with and into The Lordsburg Mining Company, a New Mexico corporation. The Lordsburg Mining Company incorporated in New Mexico will survive the merger.
2. The Plan of Merger and Articles of Merger for the merger of St. Cloud Mining Company (Document Number 383104) with and into St. Cloud Mining Company, a New Mexico corporation. The St. Cloud Mining Company incorporated in New Mexico will survive the merger.

Also enclosed is check payable to the Department of State in the amount of \$157.50 to cover the filing fees of \$70.00 per merger and the fees for certified copies in the amount of \$8.75 per merger.

Please return all correspondence concerning this matter to:

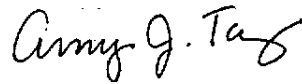
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McDavid Graff & Love<sub>PLLC</sub>

Department of State  
April 1, 2003  
Page 2

For further information concerning this matter, please call Amy J. Tawney at (304)  
347-1123.

Very truly yours,



Amy J. Tawney

AJT/jam  
Enclosure

cc: Garold R. Spindler  
Mark K. Adams, Esq.

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

ST. CLOUD MINING COMPANY, a Florida corporation, 383104

INTO

**ST. CLOUD MINING COMPANY.** a New Mexico entity not qualified in Florida

File date: April 3, 2003

Corporate Specialist: Velma Shepard

**ARTICLES OF MERGER OF  
ST. CLOUD MINING COMPANY, A FLORIDA CORPORATION  
WITH AND INTO  
ST. CLOUD MINING COMPANY, A NEW MEXICO CORPORATION**

FILED  
SECRETARY OF STATE  
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Pursuant to Section 607.1105 of the Florida Statutes and Section 53-14-4 of the New Mexico Statutes, the undersigned corporations hereby execute the following Articles of Merger for the purpose of merging St. Cloud Mining Company, a Florida corporation (the "Merging Corporation") with and into St. Cloud Mining Company, a New Mexico corporation (the "Surviving Corporation").

**FIRST:** The name and jurisdiction of the Surviving Corporation is:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
St. Cloud Mining Company	New Mexico	N/A

**SECOND:** The name and jurisdiction of the Merging Corporation is:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
St. Cloud Mining Company	Florida	383104

**THIRD:** The Agreement of Merger and Plan of Merger and Reorganization is attached hereto as Exhibit A.

**FOURTH:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State and the Public Regulation Commission of New Mexico.

**FIFTH:** The Board of Directors of the Merging Corporation unanimously adopted the Agreement and Plan of Merger. The Agreement and Plan of Merger was submitted to the sole shareholder of the Merging Corporation by the Board of Directors of the Merging Corporation in accordance with the provisions of Section 607.1103 of the Florida Statutes, and:

(i) The designation, number of outstanding shares, and the number of votes entitled to be cast by each voting group entitled to vote separately on the Agreement and Plan of Merger were:

<u>Designation</u>	<u>No. of Outstanding Shares</u>	<u>No. of Votes Entitled to Be Cast</u>
Common Stock	50	50

(ii) The total number of votes case for and against the Agreement and Plan of Merger by each voting group entitled to vote separately on the Agreement and Plan of Merger were:

<u>Voting Group</u>	<u>Total Number of Votes Cast FOR the Plan</u>	<u>Total Number of Votes Cast AGAINST the Plan</u>
Common Stock	50	0

(iii) The number of votes cast for the Agreement and Plan of Merger was sufficient for approval of the Agreement and Plan of Merger.

**SIXTH:** The Board of Directors of the Surviving Corporation unanimously adopted the Agreement and Plan of Merger. The Agreement and Plan of Merger was submitted to the sole shareholder of the Surviving Corporation by the Board of Directors of the Surviving Corporation in accordance with the provisions of Section 53-14-3 of the New Mexico Statutes, and:

(i) The designation, number of outstanding shares, and the number of votes entitled to be cast by each voting group entitled to vote separately on the Agreement and Plan of Merger were:

<u>Designation</u>	<u>No. of Outstanding Shares</u>	<u>No. of Votes Entitled to Be Cast</u>
Common Stock	100	100

(ii) The total number of votes case for and against the Agreement and Plan of Merger by each voting group entitled to vote separately on the Agreement and Plan of Merger were:

<u>Voting Group</u>	<u>Total Number of Votes Cast FOR the Plan</u>	<u>Total Number of Votes Cast AGAINST the Plan</u>
Common Stock	100	0

(iii) The number of votes cast for the Agreement and Plan of Merger was sufficient for approval of the Agreement and Plan of Merger.

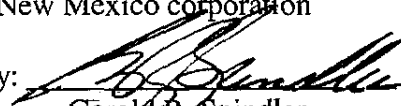
**SEVENTH:** The Merging Corporation hereby (i) appoints the Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of the Merging Corporation; and (ii) agrees that it will promptly pay to its dissenting shareholders, if any, any amount they are entitled under Section 607.1302 of the Florida Statutes.

The signatures of the President of each of the corporations to this merger are set forth below:

ST. CLOUD MINING COMPANY  
a Florida corporation

By:   
Garold R. Spindler  
Its: Chairman

ST. CLOUD MINING COMPANY  
a New Mexico corporation

By:   
Garold R. Spindler  
Its: Chairman

## EXHIBIT A



St. Cloud

## **AGREEMENT OF MERGER AND PLAN OF MERGER AND REORGANIZATION**

THIS AGREEMENT OF MERGER AND PLAN OF MERGER AND REORGANIZATION dated March 13, 2003, is made by and between St. Cloud Mining Company, a Florida corporation and St. Cloud Mining Company, a New Mexico corporation.

WHEREAS, The Goldfield Corporation, a Delaware corporation ("Seller") owned all of the shares of the capital stock of each of St. Cloud Mining Company, a Florida corporation ("St. Cloud") and The Goldfield Consolidated Mines Company, a Florida corporation ("Consolidated"); and

WHEREAS, Consolidated owned all of the shares of the capital stock of The Lordsburg Mining Company, a Florida corporation ("Lordsburg"); and

WHEREAS, in December, 2002, Imagin Minerals, Inc., a Delaware corporation ("Imagin") purchased from Seller, all of the shares of the capital stock of each of St. Cloud and Consolidated; and

WHEREAS, on February 28, 2003, Consolidated changed its name to AGGCO Mining Company ("AGGCO") by filing Articles of Amendment with the Florida Department of State; and

WHEREAS, on March 6, 2003, AGGCO merged with and into its subsidiary, Lordsburg, with Lordsburg surviving the merger; and

WHEREAS, on March 7, 2003, Imagin incorporated a new corporation under the laws of New Mexico under the name The Lordsburg Mining Company ("Lordsburg NM"); and

WHEREAS, on March 13, 2003, Imagin incorporated a new corporation under the laws of the state of New Mexico under the name St. Cloud Mining Company ("St. Cloud NM"); and

WHEREAS, the Boards of Directors of St. Cloud and St. Cloud NM have resolved that St. Cloud and St. Cloud NM be merged under and pursuant to Section 53-14-7 of the New Mexico Annotated Statutes and Section 607.1107 of the Florida Annotated Statutes into a single corporation existing under the laws of the State of New Mexico, with St. Cloud NM as the surviving corporation (such corporation in its capacity as such surviving corporation being sometimes referred to herein as the "Surviving Corporation") in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code;

WHEREAS, the authorized capital stock of St. Cloud consists of fifty (50) shares of Common Stock with a par value of Ten Dollars (\$10.00) per share (hereinafter called "St. Cloud Common Stock"), fifty (50) shares of which are issued and outstanding; and

WHEREAS, the authorized capital stock of St. Cloud NM consists of one hundred (100) shares of Common Stock with a par value of \$5.00 per share (hereinafter called "St. Cloud NM Common Stock"), one hundred (100) shares of which are issued and outstanding; and

WHEREAS, The respective Boards of Directors of St. Cloud and St. Cloud NM have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement;

NOW THEREFORE, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the parties hereto hereby agree in accordance with Section 53-14-7 of the New Mexico Annotated Statutes and Section 607.1107 of the Florida Annotated Statutes, that St. Cloud shall be, at the Effective Date (as hereinafter defined), merged with St. Cloud NM (hereinafter called "Merger") into a single corporation existing under the laws of the State of New Mexico, St. Cloud NM shall be the Surviving Corporation, and the parties hereto adopt and agree to the following agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect.

1. Stockholders' Meetings; Filings; Effects of Merger

1.1 Unanimous Written Consent by Imagin, as sole stockholder of St. Cloud and St. Cloud NM. On or before March 21, 2003, Imagin, as the sole stockholder of St. Cloud and St. Cloud NM, shall adopt this Agreement in accordance with Section 53-14-3 of the New Mexico Annotated Statutes and Section 607.1103 of the Florida Annotated Statutes .

1.2 Filing of Certificate of Merger and Articles of Merger; Effective Date. If (a) this Agreement is adopted by Imagin as the sole stockholder of St. Cloud and St. Cloud NM, in accordance with Section 53-14-3 of the New Mexico Annotated Statutes and Chapter 607 of the Florida Annotated Statutes, and (b) this Agreement is not thereafter, and has not theretofore been, terminated or abandoned as permitted by the provisions hereof, then Articles of Merger shall be filed and recorded in accordance with Section 53-14-4 of the New Mexico Annotated Statutes and Section 607.1105 of the Florida Annotated Statutes. Such filings shall be made on the same day. The Merger shall become effective on the date the Articles of Merger are filed, which date is herein referred to as the "Effective Date".

1.3 Certain Effects of Merger. On the Effective Date, the separate existence of St. Cloud shall cease, and St. Cloud shall be merged into St. Cloud NM which, as the Surviving Corporation, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of St. Cloud; and all and singular, the rights, privileges, powers, and franchises of St. Cloud, and all property, real, personal, and mixed, and all debts due to St. Cloud on whatever account, as well for stock subscription all other things in action or belonging to St. Cloud, shall be vested in the Surviving Corporation; 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 St. Cloud and the title to any real estate vested by deed or otherwise, under the laws of Florida or New Mexico or any other jurisdiction, in St. Cloud, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of St. Cloud shall be preserved unimpaired, and all debts, liabilities, and duties of St. Cloud shall thenceforth 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. At any time, or from time to time, after the Effective Date, the last acting officers of St. Cloud or the corresponding officers of the Surviving Corporation, may, in the name of St. Cloud, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Corporation title to and possession of all St. Cloud's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

2. Name of Surviving Corporation; Certificate of Incorporation; By-Laws

2.1 Name of Surviving Corporation. The name of the Surviving Corporation from and after the Effective Date shall be St. Cloud Mining Company.

2.2 Certificate of Incorporation. The Certificate of Incorporation of St. Cloud NM, as in effect on the date hereof shall from and after the Effective Date be, and continue to be, the Certificate of Incorporation of the Surviving Corporation until changed or amended as provided by law.

2.3 By-Laws. The By-Laws of St. Cloud NM, as in effect immediately the Effective Date, shall be from and after the Effective Date be, and continue to be, the By-Laws of the Surviving Corporation until amended as provided therein.

3. Status and Conversion of Securities

The manner and basis of converting the shares of the capital stock of St. Cloud and the nature and amount of securities of St. Cloud NM which the holders of shares of St. Cloud Common Stock are to receive in exchange for such shares are as follows:

3.1 St. Cloud Common Stock. Each one share of St. Cloud Common Stock which shall be issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Date into two (2) fully paid shares of St. Cloud NM Common Stock, and outstanding certificates representing shares of St. Cloud Common Stock shall thereafter represent shares of St. Cloud NM Common Stock. The holders of certificates of St. Cloud Common Stock may surrender their certificates representing shares of St. Cloud Common Stock to the Surviving Corporation or any agent designated by it and, upon such surrender, the Surviving Corporation shall issue and deliver in substitution therefore, certificates representing the number of shares of the common stock of the Surviving Corporation into which such surrendered shares have been converted as hereinabove provided.

3.2 St. Cloud NM Common Stock Held by Imagin All issued and outstanding shares of St. Cloud NM Common Stock held by Imagin immediately before the Effective Date shall, by virtue of the Merger and at the Effective Date, cease to exist and certificates representing such shares shall be cancelled.

4. Miscellaneous

4.1 This Agreement of Merger may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, and whether before or after approval of this Agreement and Plan of Merger by the shareholder of St. Cloud, if the Board of Directors of St. Cloud or of the Surviving Corporation duly adopt a resolution abandoning this Agreement of Merger.

4.2 For the convenience of the parties hereto and to facilitate the filing of this Agreement of Merger, any number of counterparts hereof may be executed; and each such counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, this Agreement has been executed by St. Cloud and St. Cloud NM, all on the date first above written.

ST. CLOUD MINING COMPANY,  
a Florida corporation

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

Garold R. Spindler  
Its: Chairman

ST. CLOUD MINING COMPANY,  
a New Mexico corporation

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

Garold R. Spindler  
Its: Chairman