

L89786



ACCOUNT NO. : 072100000032

REFERENCE : 924735 5011958

AUTHORIZATION :

Patricia Pigato

COST LIMIT : \$ 70.00

FILED
00 DEC -8 PM 4:43
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : December 8, 2000

ORDER TIME : 12:15 PM

ORDER NO. : 924735-005

CUSTOMER NO: 5011958

2000000277726--4

CUSTOMER: James F. Basque, Esq
Greenspoon Marder Hirschfeld
135 West Central Blvd Ste 1100
South Trust Bank Building
Orlando, FL 32801

ARTICLES OF MERGER

SHADY OAKS DEVELOPMENT, INC.

INTO

BGM MINING, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Jeanine Reynolds

EXAMINER'S INITIALS: _____

RECEIVED
00 DEC -8 PM 12:5
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

SHADY OAKS DEVELOPMENT, INC., a Florida corporation P94000022553

INTO

BGM MINING, INC., a Florida entity, L89786.

File date: December 8, 2000

Corporate Specialist: Annette Ramsey

Account number: 072100000032

Amount charged: 70.00

ARTICLES OF MERGER

(Profit Corporations)

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

First: The name and jurisdiction of the **surviving** corporation is:

<u>Name</u>	<u>Jurisdiction</u>
BGM Mining, Inc.	Florida

Second: The name and jurisdiction of each **merging** corporation is:

<u>Name</u>	<u>Jurisdiction</u>
Shady Oaks Development, Inc.	Florida

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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.


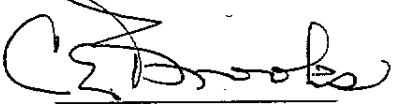
Fifth: Adoption of Merger by **surviving** corporation.

The Plan of Merger was adopted by the shareholders of the surviving corporation as of the 1st day of November, 2000.

Sixth: Adoption of Merger by **merging** corporation.

The Plan of Merger was adopted by the shareholders of the merging corporation as of the 1st day of November, 2000.

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation	Signature	Printed Name / Title
BGM Mining, Inc.		Charles E. Brooks, President
Shady Oaks Development, Inc.		Charles E. Brooks, President

PLAN OF MERGER

This PLAN OF MERGER ("Agreement") is dated as of the 1st day November, 2000, between SHADY OAKS DEVELOPMENT, INC., a Florida corporation (Shady Oaks"), and BGM MINING, INC., a Florida corporation ("BGM"), and is prepared and submitted in compliance with Section 607.1101, Florida Statutes, and in compliance with the laws of any other applicable jurisdiction of incorporation.

WITNESSETH:

1. **MERGER OF SHADY OAKS INTO BGM.** Upon the Effective Date (as defined in Section 4) Shady Oaks shall be merged with and into BGM and the separate existence of Shady Oaks shall cease. BGM (the Surviving Corporation) shall continue its corporate existence hereunder and shall be governed by the laws of the State of Florida and the directors and officers of BGM shall continue as the directors and officers of the Surviving Corporation. The address of the registered or principal office of the Surviving Corporation in Florida is 801 North Magnolia Avenue, Suite 401, Orlando, Florida 32803.
2. **CERTIFICATE OF INCORPORATION.** The Certificate of Incorporation of BGM shall be the Certificate of Incorporation of the Surviving Corporation following the Effective Date, until the same shall be altered, amended or repealed in the manner prescribed by law, and the terms and provisions thereof are hereby incorporated into this Agreement with the same force and effect as though herein set forth in full. The Bylaws of the Surviving Corporation as in effect on the Effective Date, shall be the Bylaws of the Surviving Corporation until altered, amended or repealed, as provided therein.
3. **STATUS AND CONVERSION OF SHARES.** Upon the Effective Date:
 - A. Each issued and outstanding share of BGM common stock, par value \$1.00 per share, shall be and continue to be an issued and outstanding share of common stock, par value \$1.00 per share, of the Surviving Corporation; and
 - B. Each issued and outstanding share of Shady Oaks common stock, par value \$1.00 per share, shall be forthwith converted into one (1) fully paid and non-assessable share of authorized but previously unissued common stock, par value \$1.00 per share, of the Surviving Corporation.

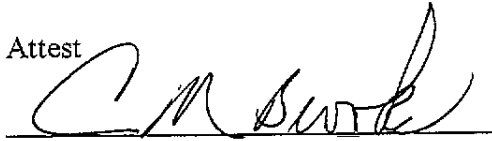
After the Effective Date, each holder of an outstanding certificate or certificates theretofore representing common stock of Shady Oaks may surrender the same to BGM or its designated exchange agent, and shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of common stock of BGM into which the Shady Oaks shares theretofore represented by the certificate or certificates so surrendered shall have been converted as aforesaid. Until so surrendered, each outstanding certificate which prior to the Effective Date represented Shady Oaks shares, shall be deemed for all corporate purposes to evidence ownership of the number of shares of common stock of BGM into which the Shady Oaks shares have been converted.

4. **SHAREHOLDERS APPROVAL; EFFECTIVE DATE.** This Agreement shall be submitted for approval to the shareholders of Shady Oaks and BGM, respectively, by written consent on or before the 30th day of November, 2000, (or such later date as the respective Boards of Directors shall mutually approve), in accordance with the laws of Florida and, if approved by such shareholders by the votes required by law, the Article of Merger, reflecting this Agreement in the form required under Sections 607.1105 and 607.1107 of the Florida Business Corporation Act shall be filed with the Florida Department of State. The merger of Shady Oaks into BGM shall become effective on the date the Articles of Merger are filed with the Florida Department of State. The date on which the merger shall become effective as aforesaid shall be the Effective Date of this Agreement.
5. **FURTHER ASSURANCES.** Before the Effective Date, Shady Oaks and BGM shall, subject to the terms and conditions of this Agreement, take all such action as shall be necessary or appropriate in order to effectuate the merger. In case, at any time after the Effective Date, BGM shall determine that any further action or instruments of conveyance are necessary or desirable in order to vest in and confirm to BGM sole title to and possession of all the properties, assets, rights, privileges and franchises of Shady Oaks, then the persons who were officers and directors of Shady Oaks as of the Effective Date shall as such officers and directors take all such action and execute and deliver all such instruments as BGM may so determine to be necessary or desirable.
6. **CERTAIN EFFECTS OF MERGER.** On the Effective Date, all the rights, privileges, powers and franchises of Shady Oaks shall be possessed by BGM, subject to the restrictions, disabilities and duties of Shady Oaks and all and singular the rights, privileges, powers and franchises of Shady Oaks and all property, real, personal and mixed and all debts due to Shady Oaks on whatever account, as well as for stock subscriptions as all other things in action or belonging to Shady Oaks, shall be vested in BGM, and all property, rights, privileges, powers and franchises and all and every other interest shall thereafter be as effectually the property of BGM as they were of Shady Oaks, and the title to any real estate vested by deed or otherwise under the laws of Florida or any other jurisdiction, in Shady Oaks shall not revert or be in any way impaired by reason of the merger herein provided for; but all rights of creditors and liens upon any property of Shady Oaks shall be preserved unimpaired, and all debts, liabilities and duties of Shady Oaks shall upon the Effective Date attach to BGM, and may be enforced against it to the same extent as if such debts, liabilities and duties have been incurred or contracted by it.
7. **ENTIRE AGREEMENT; WAIVER; ABANDONMENT.** This Agreement embodies the entire Agreement between the parties as to the subject matter. At any time prior to the delivery of Articles of Merger to the Florida Department of State, the merger herein contemplated may be abandoned by action of the Boards of Directors of both Shady Oaks and BGM and upon such notice to said State Department as may be required by law.
8. **GENERAL.** The section headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning and interpretation of this Agreement. This Agreement shall not be assignable by either party without the prior consent of the other. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which taken together

shall constitute one and the same instrument.

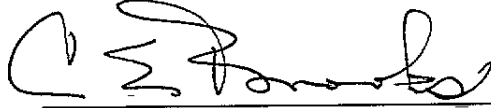
IN WITNESS WHEREOF, the undersigned parties hereto have duly executed this Agreement as of the date first written above.

Attest



Cynthia M. Brooks, Secretary

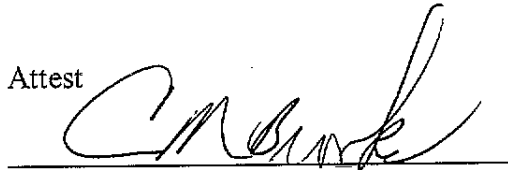
SHADY OAKS DEVELOPMENT, INC.

By: 

Name: Charles E. Brooks

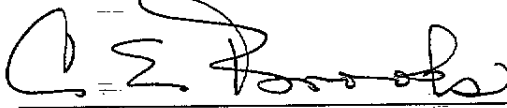
Title: President

Attest



Cynthia M. Brooks, Secretary

BGM MINING, INC.

By: 

Name: Charles E. Brooks

Title: President