

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32302
(904) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

P00000055120

American Uranium, Inc.

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

☒ Art of Inc. File *Cert. Merger*

☐ LTD Partnership File

☐ Foreign Corp. File

☐ L.C. File

☐ Fictitious Name File

☐ Trade/Service Mark

☐ Merger File

☐ Art. of Amend. File

☐ RA Resignation

☐ Dissolution / Withdrawal

☐ Annual Report / Reinstatement

☒ Cert. Copy

☐ Photo Copy

☐ Certificate of Good Standing

☐ Certificate of Status

☐ Certificate of Fictitious Name

☐ Corp Record Search

☐ Officer Search

☐ Fictitious Search

☐ Fictitious Owner Search

☐ Vehicle Search

☐ Driving Record

☐ UCC 1 or 3 File

☐ UCC 11 Search

☐ UCC 11 Retrieval

☐ Courier

Signature

Requested by:

Name

Date

Time

Walk-In

Will Pick Up

FILED
JUL 14 PM 3:38
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
JUL 14 AM 10:15
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

7/14/00

ARTICLES OF MERGER
Merger Sheet

MERGING:

AMERICAN URANIUM, INC., a New Jersey corporation not authorized to
transact business in Florida

,

INTO

AMERICAN URANIUM FLORIDA, INC. which changed its name to

AMERICAN URANIUM, INC., a Florida entity, P00000055120

File date: July 14, 2000

Corporate Specialist: Annette Ramsey

ARTICLES OF MERGER OF
AMERICAN URANIUM, INC.,
a New Jersey corporation

WITH AND INTO

AMERICAN URANIUM FLORIDA, INC.,
a Florida corporation

FILED
00 JUL 14 PM 3:36
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of § 607.1105 of the Florida Business Corporation Act (the "FBCA"), and for the purpose of effecting the merger (the "Merger") of American Uranium, Inc., a New Jersey corporation ("American Uranium New Jersey") with and into American Uranium Florida, Inc., a Florida corporation ("American Uranium Florida"), American Uranium Florida and American Uranium New Jersey have adopted these Articles of Merger (the "Articles of Merger").

1. The Merger Agreement. The plan and agreement for merging American Uranium New Jersey with and into American Uranium Florida is set forth in the Agreement and Plan of Merger dated May 19, 2000 (the "Merger Agreement"), a copy of which is attached hereto as Exhibit 1 and incorporated herein by reference as if fully set forth herein. Pursuant to the Merger Agreement, American Uranium Florida shall be the surviving corporation.

2. Approval By American Uranium Florida. The Merger Agreement was approved and adopted by the sole shareholder of American Uranium Florida by written consent on May 19, 2000 in accordance with the provisions of 607.0704 of the FBCA.

3. Authorization and Approval By American Uranium New Jersey. The Merger of American Uranium New Jersey with and into American Uranium Florida is permitted by and is in compliance with the NJBCA, the jurisdiction of organization of American Uranium New Jersey. The Merger Agreement was unanimously recommended for approval by the board of directors of American Uranium New Jersey on May 19, 2000, and was approved and adopted by the shareholders of American Uranium New Jersey on June 19, 2000.

4. Effective Time. The Merger shall become effective in the State of Florida (the "Effective Time") on the date of filing of these Articles by the Secretary of State of Florida.

(Signatures appear next page)

IN WITNESS WHEREOF, the parties have executed these Articles this 20th day of June, 2000.

American Uranium Florida Inc., a Florida
corporation

By: 

Glen Akselrod, President

American Uranium, Inc., a New Jersey
corporation

By: 

Glen Akselrod, President

Exhibit 1

Agreement of Merger

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER dated May 19, 2000 (the "Agreement"), is entered into between AMERICAN URANIUM FLORIDA, INC., a Florida corporation ("American Uranium Florida"), and AMERICAN URANIUM, INC., a New Jersey corporation ("American Uranium New Jersey").

BACKGROUND:

A. American Uranium New Jersey has an aggregate authorized capital of one hundred million (100,000,000) shares, consisting of 100,000,000 shares of common stock, \$.001 par value per share (the "New Jersey Common Stock"), and no shares of Preferred Stock (the New Jersey Preferred Stock"). On May 19, 2000, there were 9,058,261 shares of New Jersey Common Stock and no Shares of New Jersey Preferred Stock issued and outstanding.

B. American Uranium Florida has an aggregate authorized capital of one hundred million (100,000,000) shares, consisting of 100,000,000 shares of common stock, \$.001 par value per share (the "Florida Common Stock"), and no shares of Preferred Stock, (the Florida Preferred Stock"). On May 19, 2000 there were 100 shares of Florida Common Stock and no Shares of Florida Preferred Stock issued and outstanding.

C. The respective Boards of Directors of American Uranium Florida and American Uranium New Jersey believe that the best interests of American Uranium Florida and American Uranium New Jersey and their respective shareholders will be served by the merger of American Uranium New Jersey with and into American Uranium Florida under and pursuant to the provisions of this Agreement and the New Jersey Business Corporation Act (the "New Jersey Act") and the Florida Business Corporation Act (the "Florida Act").

TERMS:

In consideration of the mutual agreements contained in this Agreement, the parties hereto agree as set forth below.

1. **Merger.** American Uranium New Jersey shall be merged with and into American Uranium Florida (the "Merger").

2. **Effective Date.** The Merger shall become effective immediately upon the later of the filing of this Agreement or a certificate of merger with the Secretary of State of New Jersey in accordance with the New Jersey Act and the filing of articles of merger with the Secretary of State of Florida in accordance with the Florida Act. The time of such effectiveness is hereinafter called the "Effective Date."

3. **Surviving Corporation.** American Uranium Florida shall be the surviving corporation of the Merger and shall continue to be governed by the laws of the State of Florida. On the Effective Date, the separate corporate existence of American Uranium New Jersey shall cease.

4. **Name of Surviving Corporation.** On the Effective Date, the Articles of Incorporation of American Uranium Florida shall be amended to change the name of American Uranium Florida to "American Uranium, Inc."

5. **Articles of Incorporation.** Except as provided in Paragraph 4, the Articles of Incorporation of American Uranium Florida as it exists on the Effective Date shall be the Articles of Incorporation of American Uranium Florida immediately following the Effective Date, unless and until the same shall thereafter be amended or repealed in accordance with the laws of the State of Florida.

6. **Bylaws.** The Bylaws of American Uranium Florida as they exist on the Effective Date shall be the Bylaws of American Uranium Florida immediately following the Effective Date, unless and until the same shall be amended or repealed in accordance with the provisions thereof and the laws of the State of Florida.

7. **Board of Directors and Officers.** The members of the Board of Directors and officers of American Uranium New Jersey immediately prior to the Effective Date shall be members of the Board of Directors and the officers, respectively, of American Uranium Florida following the Effective Date, and such persons shall serve in such positions for the terms provided by law or in the Bylaws, or until their respective successors are elected and qualified.

8. **Retirement of Outstanding Florida Stock.** On the Effective Date, each of the 100 shares of the Florida Common Stock presently issued and outstanding shall be retired, and no shares of Florida Common Stock or other securities of American Uranium Florida shall be issued in respect thereof.

9. **Conversion of Outstanding American Uranium New Jersey Stock.** On the Effective Date, each issued and outstanding share of the New Jersey Common Stock and all rights in respect thereof shall be converted into one fully-paid and nonassessable share of Florida Common Stock, and each certificate representing shares of New Jersey Common Stock shall for all purposes be deemed to evidence the ownership of the same number of shares of Florida Common Stock as are set forth in such certificate. After the Effective Date, each holder of an outstanding certificate representing shares of New Jersey Common Stock may, at such shareholder's option, surrender the same to American Uranium Florida's registrar and transfer agent for cancellation, and each such shareholder shall be entitled to receive in exchange therefore a certificate(s) evidencing the ownership of the same number of shares of Florida Common Stock as are represented by the American Uranium New Jersey certificate(s) surrendered to American Uranium Florida's registrar and transfer agent.

10. **Stock Options and Warrants.** On the Effective Date, each stock option, stock warrant, and other right to subscribe for or purchase shares of New Jersey Common Stock shall be converted into a stock option, stock warrant, or other right to subscribe for or purchase the same number of shares of Florida Common Stock, and each certificate, agreement, note or other document representing such stock option, stock warrant, or other right to subscribe for or purchase shares of New Jersey Common Stock shall for all purposes be deemed to evidence the ownership of a stock option, stock warrant, or other right to subscribe for or purchase shares of Florida Common Stock.

11. **Rights and Liabilities of American Uranium Florida.** On and after the Effective Date, and all in the manner of and as more fully set forth in the Florida Act and the New Jersey Act:

(a) the title to all real estate and other property, or any interest therein, owned by each of American Uranium New Jersey and American Uranium Florida shall be vested in American Uranium Florida without reversion or impairment;

(b) American Uranium Florida shall succeed to and possess, without further act or deed, all estates, rights, privileges, powers and franchises, both public and private, and all of the property, real, personal and mixed, of each of American Uranium New Jersey and American Uranium Florida without reversion or impairment;

(c) American Uranium Florida shall thenceforth be responsible and liable for all the liabilities and obligations of each of American Uranium New Jersey and American Uranium Florida;

(d) any claim existing or action or proceeding pending by or against American Uranium New Jersey or American Uranium Florida may be continued as if the Merger did not occur or American Uranium Florida may be substituted for American Uranium New Jersey in the proceeding;

(e) neither the rights of creditors nor any liens upon the property of American Uranium New Jersey or American Uranium Florida shall be impaired by the Merger; and

(f) American Uranium Florida shall indemnify and hold harmless the officers and directors of each of the parties to this Agreement against all such debts, liabilities and duties and against all claims and demands arising out of the Merger.

12. **Termination.** This Agreement may be terminated and abandoned by action of the respective Boards of Directors of American Uranium New Jersey and American Uranium Florida at any time prior to

the Effective Date, whether before or after approval by the shareholders of either or both of the parties to this Agreement.

13. **Amendment.** The Boards of Directors of American Uranium New Jersey and American Uranium Florida may amend this Agreement at any time prior to the Effective Date; provided that an amendment made subsequent to the approval of this Agreement by the shareholders of either of American Uranium New Jersey or American Uranium Florida shall not:

(a) change the amount or kind of shares, securities, cash, property or rights to be received in exchange for or on conversion of all or any of the shares of the parties hereto;

(b) change any term of the Articles of Incorporation of American Uranium Florida; or

(c) change any other terms or conditions of this Agreement if such change would adversely affect the holders of any capital stock of either American Uranium New Jersey and American Uranium Florida.

14. **Registered Office.** The registered office of American Uranium Florida in the State of Florida is located at 5100 Town Center Circle, Suite 330, Boca Raton, Florida 33486 and EHG Registered Agents, Inc., is the registered agent of Florida at such address.

15. **Inspection of Agreement.** Executed copies of this Agreement will be on file at the principal place of business of American Uranium Florida at 121 Richmond Street West, 7th Floor, Toronto, Ontario M5H 2K1 Canada. A copy of this Agreement shall be furnished by American Uranium Florida, on request and without cost, to any shareholder of either American Uranium New Jersey or American Uranium Florida.

16. **Governing Law.** This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Florida.

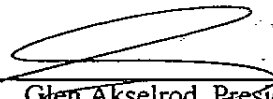
17. **Service of Process.** On and after the Effective Date, American Uranium Florida agrees that it may be served with process in New Jersey in any proceeding for enforcement of any obligation of American Uranium New Jersey or American Uranium Florida arising from the Merger.

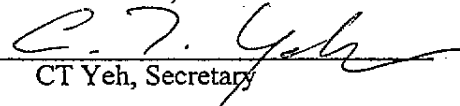
18. **Designation of New Jersey Secretary of State as Agent for Service of Process.** On and after the Effective Date, American Uranium Florida irrevocably appoints the Secretary of State of New Jersey as its agent to accept service of process in any suit or other proceeding to enforce the rights of any shareholders of American Uranium New Jersey or American Uranium Florida arising from the Merger. The New Jersey Secretary of State is requested to mail a copy of any such process to American Uranium Florida at 121 Richmond Street West, 7th Floor, Toronto, Ontario M5H 2K1 Canada, Attention: Glen Akselrod, President.

(Signatures Appear Next Page)

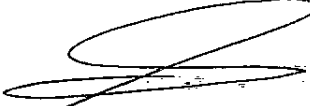
IN WITNESS WHEREOF, each of the parties to this Agreement, pursuant to authority duly granted by their respective Board of Directors, has caused this Agreement to be executed as of the date first written above.

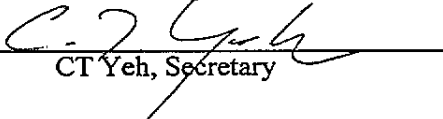
American Uranium, Inc.

By: 
Glen Akselrod, President

Attest: 
CT Yeh, Secretary

American Uranium Florida, Inc.

By: 
Glen Akselrod, President

Attest: 
CT Yeh, Secretary