

P92 000014631



THE UNITED STATES  
CORPORATION  
COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 219469 5021572

AUTHORIZATION :

*Patricia Pygott*

COST LIMIT : \$ 70.00

ORDER DATE : April 27, 1999

ORDER TIME : 1:04 PM

ORDER NO. : 219469-005

CUSTOMER NO: 5021572

700002853817--4

CUSTOMER: Ms. Jane Walker  
Grocock & Abramson  
Suite 200  
126 East Jefferson Street  
Orlando, FL 32801

ARTICLES OF MERGER

J.A.B. INTERNATIONAL TRADING  
CO.

INTO

BRUSH CREEK MINING AND  
DEVELOPMENT CO., INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

       CERTIFIED COPY  
XX PLAIN STAMPED COPY

CONTACT PERSON: Mimi Stephens

EXAMINER'S INITIALS:

*sp*

*merger 4/27/99*

FILED  
99 APR 27 PM 2:22  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

RECEIVED  
99 APR 27 PM 1:38  
DIVISION OF CORPORATION

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

J.A.B. INTERNATIONAL TRADING CO., a FL corp., P92000014631

INTO

**BRUSH CREEK MINING AND DEVELOPMENT CO., INC.,** a Nevada  
corporation not qualified in Florida.

File date: April 27, 1999

Corporate Specialist: Susan Payne

Account number: 072100000032

Account charged: 70.00

FILED

99 APR 27 PM 2: 22

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER  
OF  
J.A.B. INTERNATIONAL TRADING CO.,  
A FLORIDA CORPORATION,  
INTO  
BRUSH CREEK MINING AND DEVELOPMENT CO., INC.,  
A NEVADA CORPORATION

Pursuant to the provisions of Sections 607.1105 and 607.1107, Florida Statutes, J.A.B. INTERNATIONAL TRADING CO., a corporation validly formed and existing under the laws of the State of Florida, and BRUSH CREEK MINING AND DEVELOPMENT CO., INC., a corporation validly formed and existing under the laws of the State of Nevada, hereby adopt these Articles of Merger.

1. The name of the corporation surviving the merger is: Brush Creek Mining and Development Co., Inc., a Nevada corporation ("Surviving Corporation").

2. The name of the non-surviving corporation is J.A.B. International Trading Co., a Florida corporation ("Absorbed Corporation").

3. The Plan of Merger is set forth in Exhibit A attached hereto and made a part hereof.

4. Pursuant to the Plan of Merger, each issued and outstanding share of the Absorbed Corporation will be converted into and exchanged for one (1) share of the Surviving Corporation.

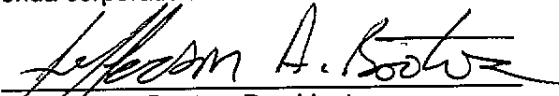
5. The Plan of Merger was adopted by unanimous written consent of the Board of Directors of the Absorbed Corporation on April 13, 1999, and approved by the written consent of the holders of a majority of the issued and outstanding shares of the Absorbed Corporation on April 13, 1999, which vote is sufficient for approval of the merger.

6. The Plan of Merger was adopted by unanimous written consent of the Board of Directors of the Surviving Corporation on March 1, 1999, and approved by the written consent of the holders of a majority of the issued and outstanding shares of the Surviving Corporation on April 12, 1999, which vote is sufficient for approval of the merger.

7. These Articles of Merger will be effective upon filing.

Dated this 13th day of April, 1999.

J.A.B. INTERNATIONAL TRADING CO.,  
a Florida corporation

By:   
Jefferson A. Bootes, President

BRUSH CREEK MINING AND DEVELOPMENT  
CO., INC.,  
a Nevada corporation

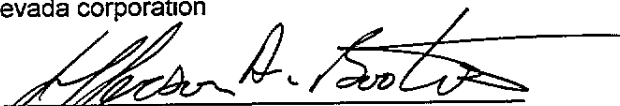
By:   
Jefferson A. Bootes, President

EXHIBIT A  
PLAN OF MERGER

1.1 The Merger.

1.1.1 Merger. Subject to the terms and conditions of this Agreement, at the Effective Time (as such term is defined in Section 1.1.2 hereof), J.A.B. International Trading Co., a Florida corporation ("Merged Co" shall be merged with and into the Company (the "Merger") in accordance with the provisions of the merger laws of the State of Florida and the State of Nevada, and the separate corporate existence of Merged Co shall cease, and Brush Creek Mining and Development Co., Inc., a Nevada corporation (the "Company") shall continue as the surviving corporation under the laws of the State of Nevada under the name J.A.B. International, Inc. (the "Surviving Corporation"). Merged Co and the Company are sometimes hereinafter referred to collectively as the "Constituent Corporations." It is the intent of the parties that the transfers and exchanges contemplated in connection with the Merger be nontaxable as provided and to the extent set forth under Sections 368(a)(1)(A), 368(a)(2)(B), and 354 of the Code and the provisions related thereto. The parties acknowledge that only cash items, indebtedness or securities received in exchange for capital stock in Merged Co will be subject to federal income taxes to the extent of any gain recognized in the transaction.

1.1.2 Effective Time of Merger. The Merger shall become effective at the time of filing of appropriate certificates or articles of merger with the Secretary of State of Nevada in accordance with the provisions of the laws of Nevada (the "Merger Documents"), or at such later time in accordance with the provisions of the laws of Nevada as is specified in the Merger Documents. The Merger Documents shall be filed at the time of the Closing (as such term is defined in Section 2.1 hereof). The date and time when the Merger shall become effective is hereinafter referred to as the "Effective Time."

1.1.3 Effect of Merger. At the Effective Time, the Surviving Corporation shall thereupon and thereafter possess all assets and property of every description, and every interest therein, wherever located, and the rights, privileges, immunities, powers, franchises, and authority, of a public as well as of a private nature, of each of the Constituent Corporations. All obligations belonging to or due to each of the Constituent Corporations, all of which shall be vested in the Surviving Corporation without further act or deed, and the title to any real estate or any interest therein vested in either of the Constituent Corporations shall not revert or in any way be impaired by reason of the Merger. The Surviving Corporation shall be liable for all obligations of each of the Constituent Corporations, including liability to dissenting shareholders, and any claim existing, or action or proceeding pending by or against either of the Constituent Corporations, may be prosecuted to judgment, with right of appeal, as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place, and all rights of creditors of each Constituent Corporation shall be preserved unimpaired, and all liens upon the property of either of the Constituent Corporations shall be preserved unimpaired, on only the property affected by such liens immediately prior to the Effective Time, all with the effect set forth in the laws of the state of Florida.

1.2 Merger Conversion. At the Effective Time, by virtue of the Merger and without any action on the part of Merged Co, the Company, or the holder of any of the securities of Merged Co, the following shall occur:

1.2.1 Conversion of Merged Co Shares. Each Merged Co Share issued and outstanding immediately prior to the Effective Time (other than Dissenting Shares, as defined in Section 1.4 below, Merged Co Shares owned by Merged Co or any subsidiary of Merged Co, and Merged Co Shares held in the treasury of Merged Co) shall be converted into and represent the right to receive one (1) share of newly issued Company Stock ("Per Share Merger Consideration").

1.2.2 Conversion of Options. All outstanding options, warrants, and other rights to purchase Merged Co Shares (an "Option") that are vested as of the Effective Time shall be converted into and represent the right to receive for each Merged Co Share represented by such Option, an amount equal to the Per Share Merger Consideration less the exercise price of such Option per Merged Co Share.

1.3 Dissenting Shareholders. Notwithstanding anything in this Agreement to the contrary, but only in the circumstances and to the extent provided by the laws of the State of Florida, Merged Co Shares which are outstanding immediately prior to the Effective Time and which are held by shareholders (other than Merged Co or any subsidiary of Merged Co) who were entitled to and did not vote such shares in favor of the Merger and who shall have properly and timely delivered to Merged Co a written demand for payment of the fair value of Merged Co Shares in the manner provided in, and complied with all of the relevant provisions of the laws of the State of Florida ("Dissenting Shares") shall not be converted into the right to receive, or be exchangeable for, the Per Share Merger Consideration but, instead, the holders thereof shall be entitled to such rights as are granted by the laws of the State of Florida; provided, however, that (i) if any holder of Dissenting Shares shall subsequently deliver a written withdrawal of his demand for payment of the fair value of such Merged Co Shares and the Board of Directors shall consent thereto, or (ii) if any holder fails to establish and perfect his entitlement to the relief provided in the laws of the State of Florida or if the right of such holder to receive relief otherwise terminates pursuant to the laws of the State of Florida, such Merged Co Shares shall thereupon be deemed to have been converted into the right to receive, and to have become exchangeable for, as of the Effective Time, the Per Share Merger Consideration. Merged Co shall give the Company (i) prompt notice of any written objections, demands for payment, withdrawals of demands for payment and any other instrument served pursuant to the laws of the State of Florida received by Merged Co and (ii) the opportunity to participate in all negotiations and proceedings with respect to demands for payment under the laws of the State of Florida. Prior to the Effective Time, Merged Co will not voluntarily make any Payment with respect to any demands for payment and will not, except with the prior written consent of the Company, settle or offer to settle any such demands.

1.4 No Further Rights or Transfers. At and after the Effective Time, the holder of a Certificate or of Dissenting Shares shall cease to have any rights as a shareholder of Merged Co, except for, in the case of the holder of a Certificate or the holder of Dissenting Shares to whom the provision in Section 1.3 hereof applies, the right to surrender Certificates in the manner prescribed by Section 2.2.2 in exchange for payment of the Total Merger Consideration or, in the case of the holder of Dissenting Shares, the right to perfect the right to receive payment for Dissenting Shares pursuant

to the laws of the State of Florida. At the Effective Time, the stock transfer books of Merged Co shall be closed, and no further transfer of Merged Co Shares shall be made.

1.5 Articles of Incorporation, Registered Agent of the Surviving Corporation. The Certificate or Articles of Incorporation of the Company, as in effect immediately prior to the Effective Time, shall be the Certificate or Articles of Incorporation of the Surviving Corporation, except that effective upon the Merger, the name of the Surviving Corporation shall be changed to J.A.B. International, Inc. and as such Certificate or Articles of Incorporation otherwise may be amended by certificate or Articles of Merger, until thereafter amended as provided by law, and the name and address of the registered agent of the Company immediately prior to the Effective Time shall be the name and address of the registered agent upon whom any process, notice or demand against either of the Constituent Corporations or the Surviving Corporation may be served.

1.6 Directors and Officers of the Surviving Corporation. Effective immediately following the Effective Time, the directors of the Company shall be the directors of the Surviving Corporation, such directors to hold office, subject to the applicable provisions of the Certificate or Articles of Incorporation of the Surviving Corporation until the next annual shareholders' meeting of the Surviving Corporation and until their respective successors shall be duly elected or appointed and shall duly qualify. Effective immediately following the Effective Time, the officers of the Company shall resign such positions and, subject to the applicable provisions of the Articles of Incorporation of the Surviving Corporation, the officers of Merged Co immediately prior to the Effective Time shall be the officers of the Surviving Corporation.

1.7 Tax Free Reorganization. The purpose of this Merger is to grant the shareholders of Merged Co the control of the Company by merging Merged Co into the Company. In connection with the Merger, in exchange for all of their issued and outstanding Merged Co Shares, the stockholders of Merged Co shall receive newly issued shares of Company Stock.

2.1 Closing. Upon the terms and subject to the conditions set forth herein, the closing of the transactions contemplated herein (the "Closing") shall be held at 10:00 o'clock A.M., at the offices of the Company on a date which is mutually acceptable to the parties but not later than April 15, 1999 ("Closing Date"), unless the parties hereto otherwise agree.

1.2 Deliveries at Closing.

1.2.1 Merged Co Stock Certificates. The stockholders of Merged Co (the "Merged Co Stockholders") shall, on the Closing Date, deliver to the Company certificates evidencing all of the issued and outstanding shares of Merged Co Common Stock ("Certificates"), duly endorsed in blank for transfer or accompanied by stock powers duly executed in blank.

1.2.2 Issuance of Company Stock. At the Closing, upon surrender of the Certificates duly endorsed by the Merged Co Stockholders, the Company shall deliver to each Merged Co Stockholder his pro-rata portion of the Total Merger Consideration in the form of certificates for Company Stock issued in the name of the applicable Merged Co Stockholder with applicable restrictive legends and stop transfer

instructions. Except as otherwise provided in Section 1.3, until so surrendered, each such Certificate shall be deemed for all purposes to evidence only the right to receive the Total Merger Consideration payable in the form of Company Stock as set forth in Section 1.2.

2.2.3 Payment to Non-holder. If the Total Merger Consideration (or any portion thereof) is to be paid to a person other than the person in whose name the certificates surrendered in exchange therefor are registered, it shall be a condition to the payment of the Total Merger Consideration that the Certificates so surrendered shall be properly endorsed or accompanied by appropriate stock powers and otherwise be in proper form for transfer, that such transfer otherwise be proper and that the person requesting such transfer pay to Merged Co any transfer or other taxes payable by reason of the foregoing or establish to the satisfaction of Merged Co that such taxes have been paid or are not required to be paid.

2.2.4 Lost, Stolen, or Destroyed Certificates. In the event any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such Certificate to be lost, stolen or destroyed and subject to such other conditions as the Board of Directors of the Surviving Corporation may impose, Merged Co shall, or shall cause the Surviving Corporation, as appropriate, to issue in exchange for such lost, stolen or destroyed Certificate the Total Merger Consideration deliverable in respect thereof. When authorizing such issue of the Total Merger Consideration in exchange therefor, the Board of Directors of the Surviving Corporation may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed Certificate to give the Surviving Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Surviving Corporation with respect to the Certificate alleged to have been lost, stolen or destroyed.

2.2.5 Certificates; Opinions. At the Closing, Merged Co and the Company shall deliver the certificates, opinions of counsel, and other documents and items required in connection with the Merger.

2.2.6 Consents. The Company shall deliver all third party consents required for a merger of Merged Co with and into the Company.

2.2.7 Other Closing Transactions. At the Closing, each of the parties shall take such other actions required hereby to be performed by it prior to or on the Closing Date.