

P96000059293

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

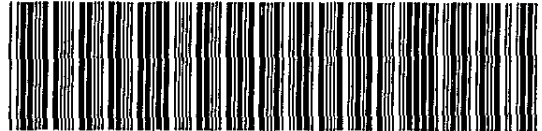
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



600030461526

03/16/04--01057--005 \*\*70.00

FILED  
04 MAR 16 AM 9:23  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

C. Oculistis MAR 22 2004

# Sandy Creek Corporation

March 11, 2004

Florida Department of State  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Fl 32314

To Whom It May Concern:

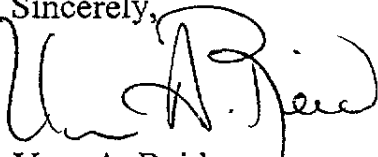
RE: Sandy Creek Corporation

Enclosed you will find the "Plan and Articles of Merger of Sandy Creek Corporation (Florida) into Sandy Creek Corporation (Nevada). Also enclosed is the \$70.00 fee for processing the merger.

Can you expedite this and fax a stamped copy. *Please notify.*

If you have any questions or problems, please feel free to contact us at (305) 245-2454.

Sincerely,

A handwritten signature in black ink, appearing to read "Vera A. Reid", written over a horizontal line.

Vera A. Reid

**PLAN AND ARTICLES OF MERGER  
OF  
SANDY CREEK CORPORATION  
A FLORIDA CORPORATION  
INTO  
SANDY CREEK CORPORATION  
A NEVADA CORPORATION**

**THE UNDERSIGNED CORPORATIONS DO HERBY CERTIFY:**

FILED  
04 MAR 16 AM 9:23  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER**

ARTICLES OF MERGER (these "Articles") made and entered into as of March 8, 2004 by and between Sandy Creek Corporation, a Florida corporation ("SCRK") and Sandy Creek Corporation, a Nevada corporation ("SCRKN"). These Articles are adopted pursuant to Florida Revised Statutes. All of such laws expressly permit the merger described herein; subject to and pursuant to all of the terms and conditions as set forth herein.

**ARTICLE I  
SURVIVOR CORPORATION**

SCRKN, a Nevada corporation, shall be the "Survivor Corporation".

**ARTICLE II  
SHARES AUTHORIZED AND OUTSTANDING**

On the date of these Articles of Merger, SCRKN has authority to issue 500,000,000 shares of Common Stock, \$.0001 par value, of which 1,000 shares are issued and outstanding and 20,000,000 shares of Preferred Stock, \$.0001 par value, of which no preferred shares are issued and outstanding. On the date of these Articles of Merger, SCRK has authority to issue 100,000,000 shares of Common Stock, no par value (the "SCRK" Common Stock), of which 23,672,000 are issued and outstanding.

**ARTICLE III  
SHAREHOLDER VOTE**

On March 8, 2004 a majority of the shareholders entitled to vote on the action constituting 67% of the outstanding shares of SCRK Common Stock approved the Agreement and Plan of Merger to merge SCRK into SCRKN. Said number of votes was sufficient for approval by the shareholders. The plan of merger was duly authorized by all action required by the laws under which it was incorporated and by its constituent documents.

On March 8, 2004 all of the shareholders entitled to vote on the action constituting 100% of the outstanding shares of SCRKN Common Stock approved the Agreement and Plan of Merger to merge SCRK into SCRKN. Said number of votes was sufficient for approval by the shareholders. The plan of merger was duly authorized by all action required by the laws under which it was incorporated and by its constituent documents.

#### **ARTICLE IV PLAN OF MERGER**

The executed Agreement and Plan of Merger is on file at the principal place of business of the surviving corporation (SCRKN). Said address is: 70 N.E. 3rd Street, Florida City, Florida 33034.

A copy of the Agreement and Plan of Merger will be furnished by the Survivor Corporation to any shareholder of any constituent corporation.

The terms of the Agreement and Plan of Merger are as follows:

(1) *Merger.* SCRK shall be merged with and into SCRKN, and SCRKN shall survive the merger ("Merger"), effective upon the date when the Agreement and Plan of Merger is made effective in accordance with applicable laws (the "Effective Date").

(2) *Governing Documents.* The Bylaws of SCRKN, in effect on the Effective Date, shall continue to be the Bylaws of SCRKN as the Survivor Corporation without change or amendment until further amended in accordance with the provisions thereof and applicable laws.

(3) *Issuance of Additional Shares.* The Corporation at this time shall not issue any additional shares.

(4) *Reverse stock split restriction.* Subsequent to the change of control, the new Board of Directors of the Survivor Corporation shall agree not to effectuate a reverse stock split for a period of one year from the date of Closing.

(5) *Terms and Conditions of the Merger.*

(a) The terms and conditions of the merger are, and the manner and basis of converting shares of each corporation into shares of the surviving corporation are as follows: upon effectiveness of the merger, all outstanding common shares of Sandy Creek Corporation, SCRK (namely 23,672,000 shares) shall be converted to approximately 52,447 common shares of Sandy Creek corporation, SCKRN on the basis of one (1) share of Sandy Creek Corporation, SCKRN common stock plus 100 shares, if an odd lot, for each one thousand (1,000) outstanding shares of common stock of Sandy Creek Corporation, SCRK. All outstanding shares of common capital stock of Sandy Creek Corporation, SCRKN (namely 1,000 shares) shall be cancelled in the merger.

(b) The Sandy Creek Corporation of Florida, SCRK, presently has 23,672,000 shares of common stock outstanding, of which approximately 62% voted in favor of the merger and approximately 1% voted against the merger effective February 16, 2004, by proxy vote and written consent. The Sandy Creek Corporation of Nevada, SCRKN, has 1,000 shares of common stock outstanding, of which 100% voted in favor of the merger by written consent effective February 25, 2004.

(c) The effective date of the merger shall be the date this document is filed with the Department of Corporations of the State of Florida.

(6) *Lockup Agreement.* There is no lockup agreement effective at this time.

(7) *Resignation of Officers and Directors.* Each of the current officers and directors of SCRKN shall have delivered to SCRK written resignations effective as of the effective date of the Merger (the "Effective Date").

(8) *Further Assurances.* From time to time, as and when required by the Survivor Corporation or by its successors and assigns, there shall be executed and delivered on behalf of SCRK such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in the Survivor Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of SCRK, and otherwise to carry out the purposes of the Merger Agreement, and the officers and directors of the Survivor Corporation are fully authorized in the name and on behalf of SCRK or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

(9) *Access to Documentation.* Prior to the merger, SCRKN and SCRK shall provide each other full access to their books and records, and shall furnish financial and operating data and such other information with respect to their business and assets as may reasonably be requested from time to time. If the proposed transaction is not consummated, all parties shall keep confidential any information (unless ascertainable from public filings or published information) obtained concerning each others operations, assets and business.

(10) *Abandonment.* At any time before the effective Date, the Agreement and Plan of Merger and the Articles of Merger may be terminated and the merger may be abandoned by the Board of Directors of either SCRKN or SCRK or both, notwithstanding approval of the Agreement and Plan of Merger by the shareholders of SCRKN or the shareholders of SCRK or both.

IN WITNESS WHEREOF, these Articles of Merger, having first been duly approved by resolution of the Boards of Directors of SCRKN and SCRK and their respective shareholders, is hereby executed on behalf of each of said two corporations by their respective officers thereunto duly authorized.

**Sandy Creek Corporation**  
A Florida corporation

ATTEST:

\_\_\_\_\_  
Terry Hester, President

\_\_\_\_\_  
, Secretary

**Sandy Creek Corporation**  
A Nevada corporation

ATTEST:

\_\_\_\_\_  
Gabriel Gonzalez, President

\_\_\_\_\_  
, Secretary

State of FLORIDA,  
County of MONROE ) ss.

On the 8 day of MARCH 2004 personally appeared before me the President of Sandy Creek Corporation, a Nevada corporation, the signer of the above instrument who duly acknowledged to me that he executed the same on behalf of said corporation pursuant to duly adopted director's resolutions.

\_\_\_\_\_  
CATRIONA E. BIRN

NOTARY PUBLIC

20 OSPREY RD  
Address

Key Largo FL 33037

My Commission Expires: 7/4/2007

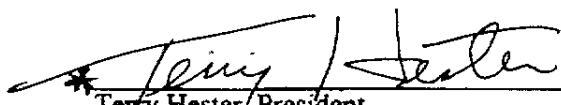
SEAL



IN WITNESS WHEREOF, these Articles of Merger, having first been duly approved by resolution of the Boards of Directors of SCRKN and SCRK and their respective shareholders, is hereby executed on behalf of each of said two corporations by their respective officers thereunto duly authorized.

**Sandy Creek Corporation**  
A Florida corporation

ATTEST:

  
\_\_\_\_\_  
Terry Hester, President

\_\_\_\_\_  
, Secretary

**Sandy Creek Corporation**  
A Nevada corporation


ATTEST:

\_\_\_\_\_  
Gabriel Gonzalez, President

\_\_\_\_\_  
, Secretary

State of Alabama )  
County of Pike ) ss.

On the 11<sup>th</sup> day of March 2004 personally appeared before me the President of Sandy Creek Corporation, a Florida corporation, the signer of the above instrument who duly acknowledged to me that he executed the same on behalf of said corporation pursuant to duly adopted director's resolutions.

  
\_\_\_\_\_  
NOTARY PUBLIC  
PO Box 967  
\_\_\_\_\_  
Address  
Gray, AL 36081  
\_\_\_\_\_

My Commission Expires: \_\_\_\_\_

SEAL

LINDA W. KING  
Notary Public, AL State at Large  
My Comm. Expires May 21, 2008