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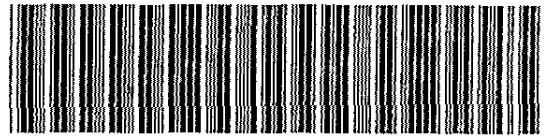
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Merger



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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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T BROWN DEC 22 2004

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Attorney at Law
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Denver, Colorado 80218
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Department of State
State of Florida
Corporate Filings Section
PO Box 6327
Tallahassee, Florida 32314

Re: Articles of Merger of NYCON RESOURCES, INC., a Florida corporation and the surviving corporation, with NYCON-EAST DIVIDE, INC., and NYCON-FAREWELL PLATINUM, INC., both Alaska corporations

December 14, 2004

Dear Sirs or Madames:

Please find enclosed an original and one copy of the Articles of Merger of NYCON RESOURCES, INC., a Florida corporation and the surviving corporation, with NYCON-EAST DIVIDE, INC., and NYCON-FAREWELL PLATINUM, INC., both Alaska corporations. An original of the Agreement and Plan of Merger among NYCON-RESOURCES, INC., NYCON-EAST DIVIDE, INC., and NYCON-FAREWELL PLATINUM, INC. is attached to and referenced in the enclosed Articles.

Also enclosed is a check in the amount of \$105.00 made payable to the Department of State, State of Florida which should satisfy all required filing fees.

Please let me know at your convenience if you require additional information of further documentation of the merger. Thank you for your prompt processing of this filing request. I am

Yours *etc.*,


David Stafford Johnson

Articles of Merger
of NYCON-FAREWELL PLATINUM, INC.,
(an Alaska Corporation)
and
NYCON-EAST DIVIDE, INC
with and into
NYCON RESOURCES, INC.
(a Florida Corporation)

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA


The following Articles of Merger are filed pursuant to applicable provisions of the general corporation laws of the State of Alaska, to effect the merger of NYCON-FAREWELL PLATINUM, INC., an Alaska corporation, and NYCON-EAST DIVIDE, INC., also an Alaska corporation with and into NYCON RESOURCES, INC., a Florida Corporation.

1. The name of the surviving corporation is NYCON RESOURCES, INC., organized under the laws of the State of Florida.
2. The plan of merger is the Agreement and Plan of Merger (the "Plan") dated December 1, 2004, which is attached hereto and incorporated herein by reference.
3. The Plan was approved by the directors and shareholders of NYCON RESOURCES, INC. and by the directors and shareholders of NYCON-FAREWELL PLATINUM, INC. and NYCON-EAST DIVIDE, INC. on December 13, 2004, and in all other respects in the manner prescribed by the general corporation law of the State of Florida and the general corporation law of the State of Alaska, respectively.. The number of directors and shares voted for the Plan was sufficient for approval.

IN WITNESS WHEREOF, the parties have executed these Articles of Merger this 14th day of December, 2004.

NYCON RESOURCES, INC.
a Florida Corporation

By: 
Robert E. Nye, Chairman

Attest: 
Daniel A. Nye, Secretary

NYCON-FAREWELL PLATINUM, INC.
an Alaska Corporation

By: 
Robert E. Nye, Chairman

Attest: 
Daniel A. Nye, Secretary

NYCON-EAST DIVIDE, INC.
an Alaska Corporation

By: 
Robert E. Nye, Chairman

Attest: 
Daniel A. Nye, Secretary

**NYCON RESOURCES, INC.
AGREEMENT AND PLAN OF MERGER
with NYCON-EAST DIVIDE, INC.
and
NYCON-FAREWELL PLATINUM, INC.
dated
December 1, 2004**

THIS AGREEMENT AND PLAN OF MERGER (this “**Plan of Merger**”) dated December 1, 2004, provides for the merger of **NYCON-EAST DIVIDE, INC.**, an Alaska corporation (“**NED**”), and **NYCON-FAREWELL PLATINUM, INC.**, also an Alaska corporation (“**NFP**”), with and into **NYCON RESOURCES, INC.**, a Florida corporation (alternatively, “**NYCON**” or the “**Surviving Corporation**”).

W I T N E S S E T H:

WHEREAS, NED is a corporation duly organized and validly existing under the laws of the State of Alaska having an authorized capital stock consisting of One Thousand Five Hundred (1,500) shares of Common Stock, no par value per share, all of which are issued and outstanding; and

WHEREAS, NFP is a corporation duly organized and validly existing under the laws of the State of Alaska having an authorized capital stock consisting of One Thousand Five Hundred (1,500) shares of Common Stock, no par value per share, all of which are issued and outstanding; and

WHEREAS, NYCON is a corporation duly organized and validly existing under the laws of the State of Florida having an authorized capital stock consisting of ten thousand (10,000) shares of Common Stock, \$10.00 par value per share, of which one thousand (1000) shares are issued and outstanding (“**NYCON Common Stock**”); and

WHEREAS, the respective Board of Directors of each of NED, NFP and NYCON, the “**Constituent Corporations**”, deems it advisable and in the best interests of the Constituent Corporations that NED and NFP be merged with and into NYCON in a merger (the “**Merger**”) to be consummated upon the terms and conditions set forth in this Plan of Merger and in accordance with applicable provisions of the general corporation laws of the States of Alaska and Florida, in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions and covenants herein contained, the Constituent Corporations hereby agree as follows:

1. **Merger.** At the Effective Time of the Merger (as hereinafter defined), NED and NFP shall be merged with and into NYCON, which shall be the surviving corporation of the Merger and shall continue its corporate existence as a corporation governed by the laws of the State of Florida under the name “**NYCON RESOURCES, INC.**” The separate existences of NED and NFP shall thereupon cease.

2. **Terms and Conditions of the Merger.** The terms and conditions of the Merger (in addition to those set forth elsewhere in this Plan of Merger) are as follows:

(a) **Effects of the Merger.** At the Effective Time of the Merger:

(i) the Constituent Corporations shall be merged into a single corporation, NYCON, which shall be the Surviving Corporation;

(ii) the separate existences of NED and NFP shall cease;

(iii) the Surviving Corporation shall have all of the rights, privileges, immunities and powers and shall be subject to all of the duties and liabilities of a corporation organized under the general corporation laws of the State of Florida;

(iv) the Surviving Corporation shall possess all of the rights, privileges, immunities and franchises, of a public as well as of a private nature, of each of the Constituent Corporations;

(v) all right, title and interest to all property, real, personal and mixed, and all debts due on whatever account, and all other choses in action, and each and every other interest, of or belonging to or due to each of the Constituent Corporations, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed and without any transfer or assignment having occurred, but subject to any existing liens thereon;

(vi) title to any real estate and other property, or any interest therein, vested in any of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger;

(vii) the Surviving Corporation shall be allocated, responsible and liable for all of the liabilities, obligations and penalties of each of the Constituent Corporations, and the Surviving Corporation shall, as between the Constituent Corporations, be the primary obligor therefor, and, except as otherwise provided by law or contract, no other of the Constituent Corporations shall be liable therefor;

(viii) any existing claim or action or proceeding, civil or criminal, pending by or against any of the Constituent Corporations may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place, and any judgment rendered against any of the Constituent Corporations may be enforced against the Surviving Corporation; and

(ix) neither the rights of creditors nor any liens upon the property of any of the Constituent Corporations shall be impaired by the Merger.

(b) **Directors.** From and after the Effective Time of the Merger, the directors of the Surviving Corporation shall be those persons constituting the directors of NYCON immediately prior to the Effective Time of the Merger. From and after the Effective Time of the Merger, the persons who are directors of the Surviving Corporation as a result of the Merger shall hold office subject to the provisions of the general corporation laws of the State of Florida and the Articles of Incorporation and By-laws of the Surviving Corporation.

(c) **Officers.** From and after the Effective Time of the Merger, the officers of the Surviving Corporation shall be those persons constituting the officers of NYCON immediately prior to the Effective Time of the Merger, each of whom shall serve in the same capacity or capacities in which he or she served immediately prior to the Effective Merger. The officers of the Surviving Corporation shall hold office subject to the provisions of the general corporation laws of the State of Florida and the By-laws of the Surviving Corporation.

3. **Certificate of Incorporation and By-laws.**

(a) **Articles of Incorporation.** From and after the Effective Time of the Merger, the Certificate of Incorporation of NYCON shall be the Articles of Incorporation, as amended, of the Surviving Corporation, subject to the right of the Surviving Corporation to further amend its Articles of Incorporation after the Effective Time of the Merger in accordance with such Articles of Incorporation and applicable provisions of the general corporation law of the State of Florida.

(b) **By-laws.** The By-laws of the Surviving Corporation shall be the By-laws of NYCON as in effect at the Effective Time of the Merger, until changed or amended as provided therein, in the Articles of Incorporation of the Surviving Corporation or by law.

4. **Manner and Basis of Conversion of Shares.** The manner and basis of converting the shares of each Constituent Corporation into shares, rights, other securities or obligations of the Surviving Corporation are as follows:

(a) **NED.** Upon the Effective Time of the Merger, each of the one thousand five hundred (1,500) issued and outstanding shares of NED Common Stock shall by virtue of the Merger, without any action on the part of the holder thereof, automatically, be converted into and become, at the Effective Time of the Merger, one fully paid and non-assessable shares of Common Stock, \$10.00 par value per share, of NYCON.

(b) **NFP.** Upon the Effective Time of the Merger, each of the one thousand five hundred (1,500) issued and outstanding shares of NFP Common Stock shall by virtue of the Merger, without any action on the part of the holder thereof, automatically, be converted into and become, at the Effective Time of the Merger, one fully paid and non-assessable shares of Common Stock, \$10.00 par value per share, of NYCON.

(c) **Surrender of Shares of NED and NFP Common Stock.** After the Effective Time of the Merger, each holder of an outstanding certificate which prior thereto represented issued shares of NED and NFP Common Stock shall, upon surrender of a certificate representing such shares of NED and NFP Common Stock to the Surviving Corporation, be entitled to receive shares of NYCON Common Stock as described in Sections 4(a) and 4(b) above.. Until so surrendered, each outstanding certificate which prior to the Effective Time of the Merger represented shares of NED and NFP Common Stock shall, upon and after the Effective Time of the Merger, be deemed for all purposes to represent and evidence only the right to receive shares of NYCON Common Stock therefor, as provided in Sections 4(a) and 4(b) above.. If any conversion of shares of NED and NFP Common Stock, as provided in Sections 4(a) and 4(b) above, is to be made in a name other than that in which the certificate surrendered for conversion is registered, it shall be a condition of conversion that the surrendered certificate be properly endorsed or otherwise in proper form for transfer and that the person requesting the change either (i) pay the Surviving Corporation any transfer or other taxes required by reason of the conversion of the surrendered certificate or (ii) establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not payable.

5. **Other Provisions with Respect to the Merger.**

(a) **Termination.** This Plan of Merger may be terminated at any time prior to the Effective Time of the Merger, by mutual consent of the Constituent Corporations, expressed by action of their respective Boards of Directors.

(b) **Amendment; Interpretation.** The Constituent Corporations, by the mutual consent of their respective Boards of Directors, to the extent permitted by law, may amend, modify, supplement and interpret this Plan of Merger, and, in the case of an interpretation, the actions of such Board shall be binding; *provided, however,* that no amendment, modification, or supplement shall affect the rights of any shareholder of any of the Constituent Corporations in any manner which is materially adverse to such shareholder in the judgment of the Board of Directors of such Constituent Corporation.

(c) **Costs and Expenses.** If the Merger is consummated, the Surviving Corporation shall bear and pay all costs and expenses incurred by each of the Constituent Corporations in connection therewith. If the Merger is not consummated, all such costs and expenses shall be borne by the party incurring the same.

6. **Approval and Effective Time of the Merger.**

(a) **Effective Time of the Merger.** This Plan of Merger shall be submitted to the stockholders of each of the Constituent Corporations in accordance with the provisions of the general corporation laws of the States of Alaska and Florida, as the case may be. After approval and adoption of this Plan of Merger by the stockholders of each of the Constituent Corporations, all required documents shall be executed, verified, acknowledged, certified, filed and recorded and all required acts shall be done in order to accomplish the Merger in accordance with the applicable provisions of the general corporation laws of the States of Florida and Alaska. The Merger shall become effective: (i) when an executed Certificate of Merger shall have been filed with and accepted for filing by the Secretary of State of Alaska, in accordance with the general corporation laws of the State of Alaska; and (ii) upon the acceptance and filing with the Secretary of State of Florida Articles of Merger relating to the Merger, to which this Agreement and Plan of Merger and Reorganization will be attached, and the issuance by the Secretary of State of Florida to the Surviving Corporation of a Certificate of Merger pursuant to applicable provisions of the State of Florida; then thereupon the Merger will become effective. As used herein, the term "Effective Time of the Merger" refers to the time and date when the Merger becomes effective.

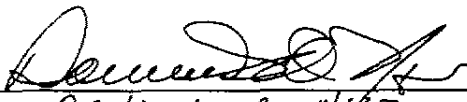
(b) **Further Assurances.** If at any time the Surviving Corporation shall consider or be advised that any further assignment or assurance in law or other action is necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to any property or rights of any of the Constituent Corporations acquired or to be acquired by or as a result of the Merger, the proper officers and directors of the Surviving Corporation or any of the other Constituent Corporations, respectively, shall be and they hereby are severally and fully authorized to execute and deliver such deeds, assignments and assurances in law and to take such other action as may be necessary or proper in the name of the Surviving Corporation or any of the other Constituent Corporations to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise to carry out the purpose of this Plan of Merger.

(c) **Service of Process.** The Surviving Corporation agrees that it may be served with process in the State of Alaska in any proceeding for enforcement of any obligation of NED and NFP, as well as for enforcement of any obligation of the Surviving Corporation arising from the Merger, including any suit or other proceeding to enforce the right of any stockholder as determined in appraisal proceedings pursuant to the applicable provisions

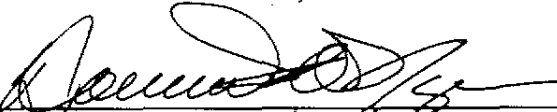
of the general corporation laws of the State of Alaska, and the Surviving Corporation does hereby irrevocably appoint the Secretary of State of Alaska as its agent to accept service of process in any suit or other proceeding. The addresses to which a copy of such process shall be mailed by the Secretary of State of Alaska is c/o Daniel A. Nye, 12345 West Alameda Parkway, Suite 212, Lakewood, Colorado 80228, until the Surviving Corporation shall have hereafter designated in writing to the said Secretary of State of Alaska a different address for such purpose. Service of such process shall be made by personally delivering to and leaving with the Secretary of State of Alaska duplicate copies of such process, one of which copies the Secretary of State of Alaska shall forthwith send by registered mail to the Surviving Corporation at the above address.

IN WITNESS WHEREOF, this Agreement and Plan of Merger and Reorganization has been executed and delivered by the duly authorized officers of the undersigned Constituent Corporations in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument, as of the date first above written.

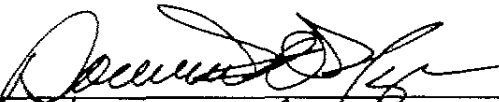
NYCON RESOURCES, INC..

By 
Name: DANIEL A. NYE
Title: PRESIDENT

NYCON-EAST DIVIDE, INC.

By 
Name: DANIEL A. NYE
Title: SEC.

NYCON-FAREWELL PLATINIM, INC.

By 
Name: DANIEL A. NYE
Title: SEC.