

L 2 4 6 7 4

Bulk Manufacturing Co.
The Bulk Companies Inc.
3105 Central Drive
Plant/City, FL 33567

City/State/Zip

Phone #

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. BULK RESOURCES, INC.
(Corporation Name) (Document #)

2. _____
(Corporation Name) (Document #)

3. _____
(Corporation Name) (Document #) 200004776242--0
-01/16/02--01003--003
****120.00 ****120.00

4. _____
(Corporation Name) (Document #)

- ☐ Walk in ☐ Pick up time ☐ Certified Copy
☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

NEW FILINGS

- ☐ Profit
☐ Not for Profit
☐ Limited Liability
☐ Domestication
☐ Other

AMENDMENTS

- ☐ Amendment
☐ Resignation of R.A., Officer/Director
☐ Change of Registered Agent
☐ Dissolution/Withdrawal
☐ Merger

OTHER FILINGS

- ☐ Annual Report
☐ Fictitious Name

REGISTRATION/QUALIFICATION

- ☐ Foreign
☐ Limited Partnership
☐ Reinstatement
☐ Trademark
☐ Other

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
2 JAN 14 AM 9:17
W 1/17

FF \$120.00

Examiner's Initials

ARTICLES OF MERGER
Merger Sheet

MERGING:

THE BULK COMPANIES, INC. a Florida entity L24674
BULK, LLC a Florida entity L00000011425
IMPSAP, LLC a Florida entity L00000011423

INTO

BULK RESOURCES, INC., entity not qualified in Florida.

File date: January 14, 2002

Corporate Specialist: Lee Rivers

ARTICLES OF MERGER
Merging

The Bulk Companies, Inc.
(a Florida corporation)

L 24674

AND

Bulk, LLC
(a Florida limited liability company)

L-11425

AND

IMPSAP, LLC
(a Florida limited liability company)

L-11423

With and Into

THE SURVIVING CORPORATION
Bulk Resources, Inc.
(a Nevada corporation)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
02 JAN 14 AM 9:17

Pursuant to the provisions of Florida Statutes, Sections 607.1109, 608.4382, and/or 620.203, The Bulk Companies, Inc., a Florida corporation ("TBC"), Bulk, LLC, a Florida limited liability company ("BLL"), IMPSAP, LLC, a Florida limited liability company ("IMP") and Bulk Resources, Inc., a Nevada corporation ("BRI"), hereby adopt the following Articles of Merger for the purpose of merging each of TBC, BLL and IMP (hereinafter sometimes referred to as the "Disappearing Entities") with and into BRI (hereinafter sometimes referred to as the "Surviving Corporation"):

1. The name of each constituent entity in the merger contemplated herein and the jurisdiction of their respective organizations are:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
The Bulk Companies, Inc. 3106 Central Drive Plant City, FL 33567 Florida Document Number L24674 FEI Number 59-2990553	Florida	Corporation

Limited liability company

Limited liability company

Corporation

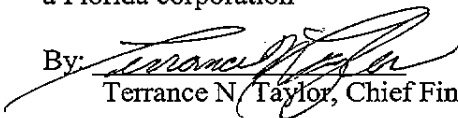
2. The attached Agreement and Plan of Merger (the "Plan of Merger"), meets the requirements of sections 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation and limited liability company that is a party to the merger in accordance with Chapters 607, 617, 608, and/or 620, Florida Statutes.
3. The attached Plan of Merger was approved by BRI in accordance with the laws of the State of Nevada and BRI will continue as the Surviving Corporation governed by the laws of the State of Nevada.
4. BRI, the surviving entity hereby appoints the Florida Secretary of State its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders or members of the domestic corporation TBC and each limited liability company BLL and IMP.
5. The merger is permitted under the respective laws of Florida and Nevada and is not prohibited by the regulations or articles of organization of the limited liability companies BLL and IMP.
6. The merger will become effective as of the date the Articles of Merger are filed with Florida Department of State.
7. The Articles of Merger comply and were executed in accordance with the laws of Florida and Nevada.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
02 JAN 14 AM 9:17


Dated: December 27, 2001

THE DISAPPEARING ENTITIES

The Bulk Companies, Inc.
a Florida corporation

By: 
Terrance N. Taylor, Chief Financial Officer

Bulk, LLC,
a Florida limited liability company

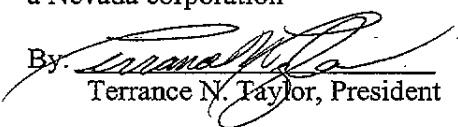
By: 
Gordon Babbitt, Managing Member

IMPSAP, LLC,
a Florida limited liability company

By: 
Gordon Babbitt, Managing Member

THE SURVIVING CORPORATION

Bulk Resources, Inc.
a Nevada corporation

By: 
Terrance N. Taylor, President

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
02 JAN 14 AM 9:17

ARTICLES OF MERGER
Merging

The Bulk Companies, Inc.
(a Florida corporation)

AND

Bulk, LLC
(a Florida limited liability company)

AND

IMPSAP, LLC
(a Florida limited liability company)

With and Into

THE SURVIVING CORPORATION
Bulk Resources, Inc.
(a Nevada corporation/File No. C25383-2001)

FILED # C25383-01

DEC 31 2001

IN THE OFFICE OF
JAN 14 2002
CLERK OF THE SECRETARY OF STATE

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
02 JAN 14 AM 9:17

Pursuant to the provisions of Nevada Revised Statutes, Sections 92A.190 and 92A.200, The Bulk Companies, Inc., a Florida corporation ("TBC"), Bulk, LLC, a Florida limited liability company ("BLL"), IMPSAP, LLC, a Florida limited liability company ("IMP") and Bulk Resources, Inc., a Nevada corporation ("BRI"), hereby adopt and file the following Articles of Merger for the purpose of merging each of TBC, BLL and IMP (hereinafter sometimes referred to as the "Disappearing Entities") with and into BRI (hereinafter sometimes referred to as the "Surviving Corporation"):

1. The name of each constituent entity in the merger contemplated herein and the jurisdiction of their respective organization are:

<u>NAME OF ENTITY</u>	<u>STATE</u>
The Bulk Company	Florida
Bulk, LLC	Florida
IMPSAP	Florida
Bulk Resources, Inc.	Nevada

2. The Merger is permitted by the laws of Nevada, the jurisdiction under which the Surviving Corporation is organized, and by the laws of Florida, the jurisdiction under which TBC, BLL and IMP are organized.

3. An Agreement and Plan of Merger (the "Plan of Merger"), was adopted by each constituent entity in accordance with the laws of Nevada and Florida, respectively. As provided in the Plan of Merger and herein, BRI will continue as the Surviving Corporation governed by the laws of the State of Nevada.

4. The Plan of Merger was approved by the required consent of the owners of each of TBC, BLL, IMP and BR, in accordance with the laws of Florida and Nevada, respectively.

5. The Articles of Incorporation on the date hereof of BRI will remain the Articles of Incorporation of the Surviving Corporation without amendment.

6. The Merger shall be effective at 12:00:01 AM on January 1, 2002.

5. A copy of the entire executed Plan of Merger is attached hereto and incorporated herein.

Dated: December 27, 2001

THE DISAPPEARING ENTITIES

THE SURVIVING CORPORATION

The Bulk Companies, Inc.,
a Florida corporation

Bulk Resources, Inc.,
a Nevada corporation

By: 

Henry Howard, President

By: 

Terrance N. Taylor, President

By: 

Terrance N. Taylor, Chief Financial Officer

Bulk, LLC,
a Florida limited liability company

By: 

Gordon Babbitt, Managing Member

IMPSAP, LLC,
a Florida limited liability company

By: 

Gordon Babbitt, Managing Member

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
12 JAN 14 AM 9:18

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (hereinafter called "this Agreement"), dated as of December 21, 2001 by and between BULK RESOURCES, INC. (hereinafter called "BRI"), and THE BULK COMPANIES, INC. (hereinafter called "TBC"), and BULK, LLC (hereinafter called "BLL"), and IMPSAP, LLC (hereinafter called "IMP"), said entities being hereafter sometimes collectively referred to as the Constituent Entities,

WITNESSETH:

WHEREAS, BRI is a corporation duly authorized and existing under the laws of the State of Nevada, having been incorporated on September 18, 2001 under that name; TBC is duly organized and existing under the laws of the State of Florida, having been incorporated on October 18, 1989 under that name; BLL is a limited liability company duly organized and existing under the laws of the State of Florida, having been organized on September 19, 2000; and IMP is a limited liability company duly organized and existing under the laws of the State of Florida, having been organized on September 19, 2000; and

WHEREAS, the authorized capital stock of BRI consists of 75,000 shares of Common Stock, \$1.00 par value; and

WHEREAS, the authorized capital stock of TBC consists of 1,000 shares of Common Stock, \$0.10 par value, of which 330 shares are outstanding; and

WHEREAS, the initial member capital accounts of BLL are 55% contributed by Gordon Babbitt and 45% contributed by TBC; and

WHEREAS, the initial capital accounts of IMP are 100% contributed by Gordon Babbitt; and

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
JAN 14 AM 9:17

WHEREAS, the Boards of Directors of the Constituent Entity corporations and the Managing Members of the Constituent Entity limited liability companies, respectively, deem it advisable for the general welfare and advantage of the Constituent Entities and their respective owners that the Constituent Entities merge into a single corporation pursuant to this Agreement, and the Constituent Entities respectively desire to so merge pursuant to this Agreement and pursuant to the applicable provisions of the laws of the States of Nevada and Florida;

NOW, THEREFORE, in consideration of the promises and of the mutual agreements herein contained, the parties hereby agree, in accordance with the applicable provisions of the laws of their states of incorporation and organization, that TBC, BLL and IMP shall be merged into a single corporation, to-wit: BRI, which is not a new corporation, and which shall continue its corporate existence and be the corporation surviving the merger (said corporation hereafter being sometimes called the "Surviving Corporation"), and the terms and conditions of the merger hereby agreed upon (hereinafter called the "Merger") which the parties covenant to observe, keep and perform and the mode of carrying the same into effect are and shall be as hereafter set forth.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
JAN 14 PM 9:17

ARTICLE I

Effective Time of the Merger

At the effective time of the Merger (the "Effective Time"), the separate existences of TBC, BLL and IMP shall cease and TBC, BLL and IMP shall be merged into the Surviving Corporation. The Effective Time shall be 12:00:01 AM on January 01, 2002.

ARTICLE II

Governing Law; Articles of Incorporation

The laws which are to govern the Surviving Corporation are the laws of the State of Nevada. The Articles of Incorporation of BRI as heretofore amended, shall remain in effect

thereafter until the same shall be further amended or altered in accordance with the provisions thereof.

ARTICLE III

By-Laws

The By-Laws of BRI at the Effective Time shall be the By-Laws of the Surviving Corporation until the same shall be altered or amended in accordance with the provisions thereof.

ARTICLE IV

Directors and Officers

The Directors of BRI at the Effective Time shall be the directors of the Surviving Corporation until their respective successors are duly elected and qualified. Subject to the authority of the Board of Directors as provided by law and the By-Laws of the Surviving Corporation, the officers of BRI at the Effective Time shall be the officers of the Surviving Corporation.

ARTICLE V

Conversion of Shares in the Merger

The mode of carrying into effect the Merger provided in this Agreement, and the manner and basis of converting the shares of the Constituent Entities into shares of the Surviving Corporation are as follows:

1. BRI's Common Stock. None of the shares of Common Stock, \$1.00 par value, of BRI issued at the Effective Time, if any, shall be converted as a result of the Merger, but all of such shares (including shares held in the treasury) shall remain issued shares of Common Stock of the Surviving Corporation.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
02 JAN 14 AM 9:17

2. TBC's Common Stock. At the Effective Time, the 330 shares of Common Stock, \$0.10 par value of TBC, issued and outstanding shall be converted into and become 18,773 shares of Common Stock of the Surviving Corporation and each holder of outstanding Common Stock of TBC, upon surrender to the Surviving Corporation of one or more stock certificates for the full number of shares of Common Stock of the Surviving Corporation into which the Common Stock of TBC so surrendered shall have been converted as aforesaid. Each issued share of TBC Common Stock held in its treasury at the Effective Time shall also be cancelled and not be converted.

3. Surrender of TBC Certificates. As soon as practicable after the Merger becomes effective, the stock certificates representing Common Stock of TBC issued and outstanding at the Effective Time shall be surrendered for exchange to the Surviving Corporation as provided above. Until so surrendered for exchange, each such stock certificate nominally representing Common Stock of TBC shall be deemed for all corporate purposes to evidence the ownership of the number of shares of the Surviving Corporation which the holder thereof would be entitled to receive upon its surrender to the Surviving Corporation.

4. BLL Member Interests. At the Effective Time, the Capital Accounts of BLL members shall be exchanged for 3,817 shares of Common Stock of the Surviving Corporation. Each member will receive the same percentage of shares of Common Stock of the Surviving Corporation that corresponds to the members percentage of the respective capital accounts as to the total capital accounts of BLL.

5. IMP Member Interests. At the Effective Time, the Capital Accounts of IMP members shall be exchanged for 2,410 shares of Common Stock of the Surviving Corporation. Each member will receive the same percentage of shares of Common Stock of the Surviving

Corporation that corresponds to the members percentage of the respective capital accounts as to the total capital accounts of IMP.

ARTICLE VI

Effect of the Merger

At the Effective Time, the Surviving Corporation shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers and franchises both of a public and a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Entities, and all the rights, privileges, immunities, powers and franchises of each of the Constituent Entities and all property, real, personal and mixed, and all debts due to either of said Constituent Entities on whatever account, for stock subscriptions as well as for all other things in action or belonging to each of said entities, shall be vested in the Surviving Corporation; and all property, rights, privileges, immunities, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Entities, and the title to any real estate vested by deed or otherwise in either of said Constituent Entities shall not revert or be in any way impaired by reason of the Merger; provided, however, that all rights of creditors and all liens upon any property of either of said Constituent Entities shall be preserved unimpaired, limited in lien to the property affected by such liens at the Effective Time, and all debts, liabilities and duties of said Constituent Entities, respectively, shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Corporation.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
02 JAN 14 AM 9:17

ARTICLE VII

Accounting Matters

The assets and liabilities of the Constituent Entities at the Effective Time shall be taken up on the books of the Surviving Corporation at the amounts at which they shall be carried at that time on the books of the respective Constituent Entities. The amount of capital of the Surviving Corporation after the Merger shall be the aggregate par value of the Common Stock that will remain issued upon the Merger. The surplus of the Surviving Corporation after the Merger, including any surplus arising in the Merger, shall be available to be used for any legal purpose for which surplus may be used.

ARTICLE VIII

Approval of Shareholders; Filing of Articles of Merger

This Agreement shall be submitted to the shareholders or members of each of the Constituent Entities as provided by law and their respective governing documents at meetings, which shall be held on or before December 31, 2001, or such later date as the Board of Directors of the Constituent Entities shall mutually approve; or said agreement may be acted on by said shareholders or members by way of a written consent signed on or before December 31, 2001. The respective designations and numbers of shares of each class of capital stock or the Constituent Entities outstanding on the date hereof and the shares of each class of capital stock of the Constituent Entities entitled to vote upon the adoption and approval of the Merger are the same as the number of outstanding shares of Common Stock for each corporation. The respective designations of members percentages of members ownership of the Constituent Entities entitled to vote upon the adoption and approval of the Merger are the same as the members percentage of members ownership of each limited liability company. After such

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
JAN 14 AM 9:17

adoption and approval, and subject to the conditions contained in this Agreement, Articles of Merger shall be signed, verified and delivered to the Secretary of State of Nevada and Florida.

ARTICLE IX

TBC's, BLL and IMP's Representations and Warranties

TBC, BLL and IMP represent and warrant to BRI as follows:

1. Organization, etc. TBC, BLL and IMP are duly incorporated or organized, validly existing and in good standing under the laws of the State of Florida. TBC, BLL and IMP have the statutory powers to carry on their business as they are now being conducted and are qualified to do business in every jurisdiction in which the character and location of the assets owned by them or the nature of the business transacted by them require qualification.

2. Further warranties and representations:

(a) TBC, BLL and IMP have and at the Effective Time will have good and marketable title in fee simple to all lands and buildings shown as assets in their records and books of account, free and clear of all liens, encumbrances and charges except as reflected in the financial statements and except for current taxes and assessments not delinquent and liens, encumbrances and charges shown in their records and books of account which are not substantial in character or amount, and do not materially detract from the value of or interfere with the use of their properties subject thereto or affected thereby. TBC, BLL and IMP have and at the Effective Time will have valid leases under which they are entitled to occupy and use in their businesses all real property of which they are lessee, and TBC, BLL and IMP have no knowledge of any default under any such lease.

(b) TBC, BLL and IMP have and at the Effective Time will have good and marketable title to the machinery, equipment, merchandise, materials, supplies and other

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
02 JAN 14 AM 9:10

property of every kind, tangible and intangible, contained in their offices, plants and other facilities or shown as assets in their records and books of account, free and clear of all liens, encumbrances and charges, if any, which do not materially detract from the value of, or interfere with the use of the properties subject thereto or affected thereby. TBC, BLL and IMP have and at the Effective Time will have valid leases under which they are entitled to use in their businesses all personal property of which they are the lessee and TBC, BLL and IMP have no knowledge of any default under any such lease.

(c) All taxes imposed by the U.S. or by any foreign country or by any state, municipality, subdivision or instrumentality of the U.S. or of any foreign country or by any other taxing authority, which are due or payable by TBC, BLL or IMP, and all price redetermination or renegotiation claims asserted or that may be asserted against them, have been paid in full or are adequately provided for by reserves shown in the records and books of account of TBC, BLL and IMP and will be so paid or provided for at the Effective Time.

(d) TBC, BLL and IMP are enjoying and at the Effective Time will enjoy good working relationships under all of the franchise, dealer, sales representation and other agreements necessary to the normal operation of their businesses. All or substantially all of the real and personal properties used in the businesses of TBC, BLL and IMP are and at the Effective Time will be in good and operable condition.

(e) TBC, BLL and IMP are adequately insured with respect to risks normally insured against by companies similarly situated.

3. Litigation and Proceedings. There is no suit, action or legal administrative proceeding pending, or to the knowledge of TBC, BLL and IMP threatened, which, if adversely determined, might materially and adversely affect the financial condition of TBC, BLL and IMP, and their

consolidated subsidiaries or the conduct of their business, nor is there any decree, injunction or order of any court, governmental department or agency outstanding against TBC, BLL or IMP.

4. Material Contracts. TBC, BLL and IMP are not in default in any material respect under the terms of any material outstanding contract, agreement, lease or other commitment.

5. No Conflict with other Instruments. At the Effective Time, the consummation of the transactions contemplated by this Plan will not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, deed of trust or other material agreement or instrument to which TBC, BLL or IMP is a party.

6. Governmental Authorizations. TBC, BLL and IMP have all licenses, franchises, permits and other governmental authorizations and are valid and sufficient for all businesses presently carried on by TBC, BLL and IMP.

ARTICLE X

BRI's Representations and Warranties

BRI represents and warrants to TBC, BLL and IMP as follows:

1. Organization. BRI is a corporation duly organized, validly existing and good standing under the laws of the State of Nevada. BRI has corporate power to carry on its business as it is now being conducted and is qualified to do business in every jurisdiction which the character and location of the assets owned by it or the nature of the business transacted by it require qualification. BRI has not elected to be treated as a small business corporation under Subchapter "S" of the Internal Revenue Code.

2. Capitalization. BRI's capitalization consists of 75,000 authorized shares of Common Stock, \$1.00 par value, of which, no shares of Common Stock are issued and outstanding.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
02 JAN 14 AM 9:15

3. Share's to be Issued. All shares of Common Stock of the Surviving Corporation to be issued hereunder will be, immediately after the Effective Time, duly and validly authorized, fully paid and non-assessable, and no stockholder of BRI will have any pre-emptive right of subscription or purchase in respect thereof.

4. Litigation and Proceedings. There is no suit, action or legal or administrative proceeding pending, or to the knowledge of BRI threatened, against it, which if adversely determined, might materially and adversely affect the financial condition of BRI or the conduct of its businesses, nor is there any decree, injunction or order of any court, governmental department or agency outstanding against BRI having any such effect.

5. Material Contracts. BRI is not in default in any material respect under the terms of any material outstanding contract, agreement, lease or other commitment.

6. No Conflict with Other Instruments. At the Effective Time , the consummation of the transactions contemplated by this Plan will not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, deed of trust or other material agreement or instrument to which BRI is a party.

7. Governmental Authorizations. BRI has all licenses, franchises, permits and other governmental authorizations and are valid and sufficient for all businesses presently carried on by BRI.

ARTICLE XI

Conduct of Businesses Pending the Merger

From and after the date of this Agreement and prior to the Effective Time, none of the Constituent Entities will, without the prior written consent of the other:

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
JAN 14 AM 9:17

(a) amend its governing documents except, in the case of BRI, as may be necessary to enable it to carry out the provisions of this Agreement;

(b) engage in any material activity or transactions or incur any material obligation (by contract or otherwise) except in the ordinary course of business;

(c) issue rights or options to purchase or subscribe to any shares of its capital stock or subdivide or otherwise change any such shares;

(d) declare or pay any dividends on or make any distributions in respect of any shares of its capital stock.

From and after the date of this Agreement and prior to the Effective Time, TBC, BLL and IMP will use their best efforts to preserve their business organizations; to keep available to BRI the services of TBC's, BLL's and IMP's present officers and employees; and to preserve for BRI the goodwill of TBC's, BLL's and IMP's suppliers, customers and others having business relations with any of them. During the same period, TBC, BLL and IMP will not put into effect any material increase in the compensation or other benefits applicable to officers or other key personnel.

ARTICLE XII

Additional Agreements

The Constituent Entities further agree as follows:

1. Expenses. Upon a termination of this Agreement as provided in Section C of Article XIII hereof, each party will pay all costs and expenses of its performance of and compliance with all agreements and conditions contained herein on its part to be performed or complied with, including fees, expenses and disbursements of its accountants and control.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
02 JAN 14 AM 9:17

ARTICLE XIII

Conditions Precedent; Termination; General Provisions

A. Conditions Precedent to BRI's Obligation. The obligation of BRI to effect the Merger shall be subject to the following conditions (which may be waived in writing by BRI):

1. The representations and warranties of TBC, BLL and IMP herein contained shall be true as of and at the Effective Time with the same effect as though made at such time; TBC, BLL and IMP shall have performed all obligations and complied with all covenants required by this Agreement to be performed or complied with by them prior to the Effective Time; and TBC, BLL and IMP shall have delivered to BRI a certificate, dated as of the Effective Time and signed by their respective Presidents or one or more of their Vice Presidents and Secretary or one of their Assistant Secretaries or Managing Members to both such effects.

2. No material change in the legal status, businesses, operations or financial conditions of TBC, BLL and IMP have occurred since October 1, 2001 (whether or not covered by insurance), other than changes in the ordinary course of business, none of which have been materially adverse in relation to TBC, BLL and IMP, taken whole, and no other event or condition of any character shall have occurred or arisen since that date which shall have materially and adversely affected the legal status, businesses, operations or financial conditions of TBC, BLL and IMP as a whole.

B. Conditions Precedent to TBC's, BLL's and IMP's Obligation. The obligations of TBC, BLL and IMP to effect the Merger shall be subject to the following conditions (which may be waived in writing by TBC, BLL and IMP):

1. The representations and warranties of BRI herein contained shall be true as of the Effective Time with the same effect as though made at such time; BRI shall have performed

all obligations and complied with all covenants required by this Agreement to be performed or complied with by it prior to the Effective Time; and BRI shall have delivered to TBC, BLL and IMP certificates, dated as of the Effective Time and signed by the Chairman of the Board and President or one of its Vice Presidents and its Secretary or one of its Assistant Secretaries, to both such effects.

2. No material change in the corporate status, businesses, operations or financial condition of BRI has occurred since October 1, 2001 (whether or not covered by insurance), other than changes in the ordinary course of business, and changes permitted by Article XI hereof, none of which has been materially adverse in relation to BRI, taken as a whole, and other event or condition of any character shall have occurred or arisen since that date which shall have materially and adversely affected the corporate status, businesses, operations or financial condition of BRI, taken as a whole.

C. Termination and Abandonment. Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned at any time before the Effective Time, whether before or after adoption or approval of this Agreement by the owners of the Constituent Entities under any one or more of the following circumstances:

1. By the mutual consent of the Board of Directors of the Constituent Entity corporations and the Managing Members of the Constituent Entity limited liability companies, respectively;

2. By BRI if, prior to the Effective Time, the conditions set forth in paragraphs 1 and 2, inclusive, of Section A of this Article XIII shall not have been met;

3. By TBC, BLL or IMP if, prior to the Effective Time, the conditions set forth in paragraphs 1 and 2, inclusive, of Section B of this Article XIII shall not have been met;

4. By any Constituent Entity if any action or proceeding before any court or other governmental body or agency shall have been instituted or threatened to restrain or prohibit the Merger and such Constituent Entity deems it advisable not to proceed with the Merger.


D. Amendments. Any of the terms or conditions of this Agreement may be modified or waived at any time before the Effective Time by the party which is, or the owners of which are, entitled to the benefit thereof, provided that any such modification or waiver shall in the judgment of the party making it not substantially or materially and adversely effect the benefits to such party or its shareholders intended under this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement and Plan of Merger this 26th day of December, 2001.

BULK RESOURCES, INC.

BY: 

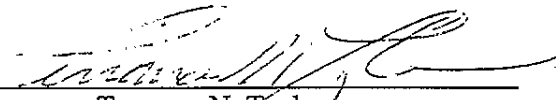
Terrance N. Taylor
President

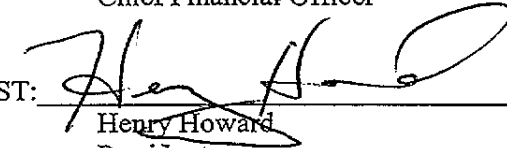
ATTEST: 

Sherrie Alexander
Corporate Secretary

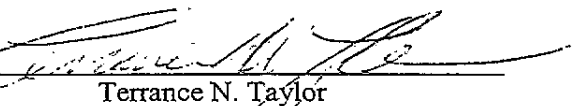
FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
02 JAN 14 AM 9:17

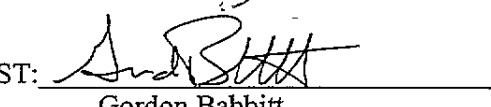
THE BULK COMPANIES, INC.

BY: 
Terrance N. Taylor
Chief Financial Officer

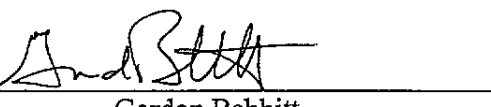
ATTEST: 
Henry Howard
President

BULK, LLC.

BY: 
Terrance N. Taylor
President

ATTEST: 
Gordon Babbitt
Managing Member

IMPSAP, LLC

By: 
Gordon Babbitt
Managing Member

ATTEST: 
Gordon Babbitt
Managing Member

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
02 JAN 14 AM 9:17