

**FILED EFFECTIVE**

**AGREEMENT AND PLAN OF MERGER**

**08 FEB 26 AM 11:30**

**OF  
AQUAPOLYMERS LLC**

**SECRETARY OF STATE  
STATE OF IDAHO**

**WITH AND INTO**

**NATURAL POLYMERS, LLC**

This Agreement and Plan of Merger (this "Agreement") is approved, adopted, certified, executed and acknowledged by AQUAPOLYMERS, LLC., an Idaho limited liability company (the "Merging Company"), pursuant to the Idaho Limited Liability Company Act, as amended, and by NATURAL POLYMERS, LLC, an Illinois limited liability company (the "Surviving Company"), pursuant to the Illinois Limited Liability Company Act, as amended, on the following terms and conditions:

1. The Merger. The Merging Company shall be merged (the "Merger") with and into the Surviving Company with the Surviving Company surviving the Merger and continuing its separate corporate existence as an Illinois limited liability company. The effective date of the Merger, shall be effective upon filing of the Articles of Merger with the Secretary of State of Illinois (the "Effective Time"). The separate existences of the Merging Company and the Surviving Company shall cease at the Effective Time. All of the rights and obligations of the Merging Company, including without limitation, all contracts, rights, obligations, privileges, licenses and the like to which the Merging Company is a party or to which they are otherwise subject, shall continue to exist in the Surviving Company.

2. Status of Interests. Prior to the Merger, Benjamin Brown ("Brown") and John Perritt ("Perritt") each own 50% of the member interests in the Merging Company, and Brown and Perritt own 65% and 35%, respectively, of the member interests in the Surviving Company. All the member interests in the Merging Company immediately prior to the Effective Time shall, by virtue of the merger and at the Effective Time, cease to exist, with the member interests in the Surviving Company continuing to exist.

3. Articles of Organization. The Articles of Organization of the Surviving Company in effect immediately prior to the Effective Time shall continue as the Surviving Company's Articles of Organization. The Articles of Organization of the Merging Company shall cease to be effective as of the Effective Time.

4. Operating Agreement. The operating agreement of the Surviving Company in effect immediately prior to the Effective Time shall continue as the Surviving Company's Operating Agreement until amended or repealed in a manner provided by law. Any operating or similar agreement of the Merging Company shall cease to be effective at the Effective Time.

5. Directors. The Surviving Company shall be a manager-managed LLC, and the manager managing the Surviving Company immediately prior to the Effective Time shall continue as the Surviving Company's manager.

6. Name of Registered Agent; Address of Registered Office. The name of the Surviving Company's registered agent and the address of the Surviving Company

COMM/SECRETARY OF STATE  
02/26/2008 05:00  
CK: 95292 CT: 20168 MH: 1101385  
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office for service of process within the State of Illinois as in effect immediately prior to the Effective Time shall continue without change as a result of the Merger.

7. Filings: Actions. The Merging Company and the Surviving Company agree that they will cause to be executed, delivered and filed a Certificate and Articles of Merger and any other agreements, documents, instruments and certificates prescribed by the laws of the State of Illinois or Idaho or as are necessary, prudent or convenient in order to carry out or put into effect any of the provisions of this Agreement or the Merger contemplated herein and that each will take or cause to be performed all actions prescribed by the laws of the State of Illinois or Idaho, as applicable, or as are necessary, prudent or convenient in order to carry out or put into effect any of the provisions of this Agreement or the Merger contemplated herein.

8. Termination. At any time prior to the filing of the Articles of Merger, the members of the Merging Company and the members or manager of the Surviving Company may agree to terminate this Agreement.

9. Miscellaneous.

(a) *Choice of Law.* The validity and construction of this Agreement shall be governed by the laws of the State of Illinois, excluding any choice of law rule or principle which might refer to the laws of another state.

(b) *Counterparts.* This Agreement may be executed in counterparts, each of which counterparts when so executed and delivered shall be deemed an original, and both of which counterparts, taken together, shall be deemed one instrument.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, each of the undersigned have caused this Agreement to be adopted, approved, certified, executed and acknowledged by a duly authorized person, on November 30, 2007.

**THE MERGING COMPANY:**

AQUAPOLYMERS, LLC

By: \_\_\_\_\_

Name: Benjamin Brown  
Title: Member

By: \_\_\_\_\_

Name: John Perritt  
Title: Member

**THE SURVIVING COMPANY:**

NATURAL POLYMERS, LLC

By: \_\_\_\_\_

Name: Benjamin Brown  
Title: Manager