

**FILED EFFECTIVE**

## ARTICLES OF MERGER OF

IRON MASK MINING MERGER TWO CORP.  
an Idaho corporation

## WITH AND INTO

WESTERN TECHNOLOGY AND MANAGEMENT INC.  
an Idaho corporation

Pursuant to the provisions of the Idaho Business Corporation Act, the undersigned corporation adopts the following Articles of Merger:

1. The names of the business entities proposing to merge and the states under which such entities are organized are as follows:

<u>Name of Entity</u>	<u>State of Organization</u>
Iron Mask Mining Merger Two Corp. ("Company")	Idaho
Western Technology and Management Inc. ("Survivor")	Idaho

2. The surviving corporation is Western Technology and Management Inc.

3. The Merger Agreement, attached hereto and incorporated herein, has been adopted, approved, certified, and executed by the Company and by the Survivor in accordance with the Idaho Business Corporation Act.

4. The number of the Company's shares outstanding at the time of such approval was 1,000 shares, and the number of shares entitled to vote thereon was 1,000. The number of shares voted for the Merger Agreement was 1,000, and the number of shares voted against the Merger Agreement was 0. The number of votes cast for the Merger Agreement was sufficient for approval by the owners of the common stock of Company.

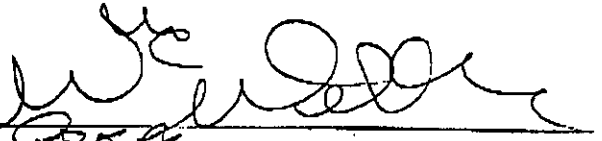
5. The number of the Survivor's shares outstanding at the time of such approval was 51,410,000 shares, and the number of shares entitled to vote thereon was 51,410,000. The number of shares voted for the Merger Agreement was 51,410,000, and the number of shares voted against the Merger Agreement was 0. The number of votes cast for the Merger Agreement was sufficient for approval by the owners of the common stock of Survivor.

IDAHO SECRETARY OF STATE  
03/26/2002 05:00  
CK: none CT: 1117 BH: 454734  
1 @ 30.00 = 30.00 MERGER # 3


C141182

Dated this 25th day of March, 2002.

**IRON MASK MINING MERGER TWO  
CORP.**

By:   
Its: WELLS  
William W. Wells

**WESTERN TECHNOLOGY AND  
MANAGEMENT INC.**

By:   
Its: PRESIDENT  
Dennis D. Keiser

## MERGER AGREEMENT

THIS AGREEMENT@, deemed to be made and entered into this 15<sup>th</sup> day of MARCH, 2002, constitutes the full agreement between the parties with respect to the merger between said parties that it is intended to memorialize; to-wit:

### PARTIES:

The parties hereto are as follows:

1. WESTERN TECHNOLOGY AND MANAGEMENT, INC., hereinafter referred to as "Western", is a corporation organized and existing under the laws of the State of Idaho, with principal offices located at 501 W. Broadway, Suite 200, Idaho Falls, Idaho 83402.
2. THE SHAREHOLDERS OF WESTERN, collectively owning of record and beneficially 51,410,000 of the 100,000,000 issued and outstanding shares of the capital stock of Western, whose individual names, addresses, their share holdings in Western and the share holdings in Iron Mask Mining Co. that they are to receive appear in Exhibit AA@ annexed to this Agreement, hereinafter referred to as the AWestern Shareholders.@
3. IRON MASK MINING COMPANY, hereinafter referred to as "IMMC" is a corporation organized and existing under the laws of the State of Idaho, whose registered office is located at 656 Cedar St., Ponderay, Idaho 83852, and whose mailing address for the purposes of this Agreement is P. O. Box 400, Missoula, Montana 59806.
4. CERTAIN SHAREHOLDERS OF IMMC, collectively owning of record and beneficially not less than 24,932,143 of the total of 53,962,208 issued and outstanding shares of the capital stock of IMMC, whose individual names, addresses and share holdings appear in Exhibit AB@ annexed to this Agreement, hereinafter referred to as AIMMC Participating Shareholders.@
5. IRON MASK MINING MERGER TWO CORP., hereinafter referred to as "Merger Sub" is a wholly-owned subsidiary of IMMC organized and existing under the laws of the State of Idaho, whose registered office is located at 656 Cedar St., Ponderay, Idaho 83852, and whose mailing

address for the purposes of this Agreement is P.O. Box 400, Missoula, Montana 59806.

**TERMS OF AGREEMENT:**

**1. Description of the Transaction.**

(a) Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as defined in Section 1(c)), Merger Sub shall be merged with and into Western (the "Merger"), and the separate existence of Merger Sub shall cease. Western will continue as the surviving corporation in the Merger (the "Surviving Corporation").

(b) The Merger shall have the effects set forth in this Agreement and in the applicable provisions of the Idaho Business Corporation Act ("Idaho Law").

(c) The consummation of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Western Technology And Management, Inc. on or before March 15, 2002, or at such other time as the parties may agree (the "Scheduled Closing Time"). (The date on which the Closing actually takes place is referred to in this Agreement as the "Closing Date.") Contemporaneously with or as promptly as practicable after the Closing, properly executed articles of merger (the "Articles of Merger"), conforming to the requirements of Idaho Law, shall be filed with the Secretary of State of the State of Idaho. The Merger shall become effective at the time such Articles of Merger are filed with and accepted by the Secretary of State of the State of Idaho (the "Effective Time").

(1) The articles of incorporation of Western, as in effect immediately prior to the Effective Time, shall be the articles of incorporation of the Surviving Corporation until thereafter amended.

(2) The bylaws of Western, as in effect immediately prior to the Effective Time, shall be the bylaws of the Surviving Corporation until thereafter amended.

(3) The directors and officers of the Surviving Corporation immediately after the Effective Time shall be the individuals identified on Exhibit A-1.

(d) The stock of Western shall be converted into stock of IMMC as follows:

(1) Subject to Sections 1(f)(3) and (g), at the Effective Time, by

virtue of the Merger and without any further action on the part of the parties, each share of common stock of Western issued and outstanding immediately prior to the Effective Time (the "Western Shares") shall be converted into the right to receive 0.4086058 shares of common stock of IMMC (the "IMMC Stock"). The IMMC Stock to be received by the Western Shareholders is set forth on Exhibit A.

If, between the date of this Agreement and the Closing Date, the Western Shares or the IMMC Stock are changed into a different number or class of shares by reason of any stock dividend, subdivision, reclassification, recapitalization, split-up, combination or similar transaction, the IMMC Stock to be received by the Western Shareholders shall be appropriately adjusted.

(2) If any Western Shares outstanding immediately prior to the Effective Time are unvested or are subject to a repurchase option, risk of forfeiture or other condition under any applicable restricted stock purchase agreement or other agreement with Western, then the shares of IMMC Stock issued in exchange for such Western Shares will also be unvested and subject to the same repurchase option, risk of forfeiture or other condition, and the certificates representing such shares of IMMC Stock may be accordingly marked with appropriate legends.

(e) At the Effective Time, holders of certificates representing Western Shares that were outstanding immediately prior to the Effective Time shall cease to have any rights as stockholders of Western, and the stock transfer books of Western shall be closed with respect to all Western Shares outstanding immediately prior to the Effective Time. No further transfer of any Western Shares shall be made on such stock transfer books after the Effective Time. If, after the Effective Time, a valid certificate previously representing any of such capital stock of Western (an "Western Stock Certificate") is presented to the Surviving Corporation or IMMC, such Western Stock Certificate shall be canceled and shall be exchanged as provided in Section 1(f).

(f) (1) At or as soon as practicable after the Effective Time, IMMC will send to each holder of an Western Stock Certificate a letter of transmittal and instructions for use in customary form and containing such provisions as may reasonably be required for use in effecting the surrender of such Western Stock Certificate for payment therefor and conversion thereof. Upon surrender of an Western Stock Certificate to IMMC for exchange, together with a duly executed letter of transmittal and such other documents as may be reasonably required by IMMC, the holder of such Western Stock Certificate shall be entitled to receive in exchange therefor certificates representing the number of whole shares of IMMC Stock that such holder has the right to receive pursuant to the provisions of this Section 1 and the Western Stock Certificate so surrendered shall be canceled. Until surrendered as contemplated by this Section 1(f), each Western Stock Certificate shall be deemed,

from and after the Effective Time, to represent only the right to receive upon such surrender a certificate representing shares of IMMC Stock (and cash in lieu of any fractional share of IMMC Stock) as contemplated by this Section 1. If any Western Stock Certificate shall have been lost, stolen or destroyed, IMMC may, in its discretion and as a condition precedent to the issuance of any certificates representing IMMC Stock, require the owner of such lost, stolen or destroyed Western Stock Certificate to provide an appropriate affidavit and to deliver a bond (in such sum as IMMC may reasonably direct) as indemnity.

(2) No dividends or other distributions declared or made with respect to IMMC Stock with a record date after the Effective Time shall be paid to the holder of any unsurrendered Western Stock Certificate with respect to the shares of Western Stock represented thereby, and no cash payment in lieu of any fractional share shall be paid to any such holder, until such holder surrenders such Western Stock Certificate in accordance with this Section 1(f) (at which time such holder shall be entitled to receive all such dividends and distributions and such cash payment).

(3) No fractional shares of IMMC Stock shall be issued in connection with the Merger. In lieu of such fractional shares, any holder of capital stock of Western who would otherwise be entitled to receive a fraction of a share of IMMC Stock shall, upon surrender of such holder's Western Stock Certificate(s), be paid in cash the dollar amount (rounded to the nearest whole cent), without interest, determined by multiplying such fraction by the closing price of one share of IMMC Stock as reported by the OTC Bulletin Board reporting system on the Closing Date.

(4) IMMC and the Surviving Corporation shall be entitled to deduct and withhold from any consideration payable or otherwise deliverable to any holder or former holder of capital stock of Western pursuant to this Agreement such amounts as IMMC or the Surviving Corporation may be required to deduct or withhold therefrom under the Internal Revenue Code or under any provision of state, local or foreign tax law. To the extent such amounts are so deducted or withheld, such amounts shall be treated for all purposes under this Agreement as having been paid to the person to whom such amounts would otherwise have been paid..

(g) Notwithstanding anything in this Agreement to the contrary, shares of capital stock of Western that are issued and outstanding immediately prior to the Effective Time and that are held by stockholders who have not voted such shares in favor of the Merger and who have delivered a written notice of their intent to demand payment for such shares in the manner provided under Idaho Law ("Dissenting Shares") shall not be canceled and converted in accordance with Section 1(d) unless and until such holder shall have failed to perfect, or shall have effectively withdrawn or lost, such holder's right to payment under Idaho Law. If such holder shall have so

failed to perfect, or shall have effectively withdrawn or lost such right, such holder's capital stock of Western shall thereupon be deemed to have been canceled and converted as described in Section 1(d) at the Effective Time, and each such share shall represent solely the right to receive the merger consideration described in Section 1(d).

From and after the Effective Time, no stockholder of Western who has demanded appraisal rights as provided under Idaho Law shall be entitled to vote such holder's shares of IMMC Stock or Western Shares for any purpose or to receive payment of dividends or other distributions with respect to such holder's shares (except dividends and other distributions payable to stockholders of record of Western at a date which is prior to the Effective Time).

(h) For federal income tax purposes, the Merger is intended to constitute a reorganization within the meaning of Section 368 of the Code. The parties to this Agreement hereby adopt this Agreement as a "plan of reorganization" within the meaning of Sections 1.368-2(g) and 1.368-3(a) of the United States Treasury Regulations.

(i) For accounting purposes, the Merger is intended to be treated as a "purchase."

(j) If, at any time after the Effective Time, any further action is determined by IMMC to be necessary or desirable to carry out the purposes of this Agreement or to vest the Surviving Corporation or IMMC with full right, title and possession of and to all rights and property of Western, the officers and directors of the Surviving Corporation and IMMC shall be fully authorized (in the name of Western and otherwise) to take such action.

**2. Execution Of Agreement Subject To Conditions Precedent To Closing.** The Parties hereto have executed this Agreement as their respective agreement as to the terms and conditions of the transaction. The execution hereof is expressly subject to the following conditions precedent, the performance of all of which shall constitute the Closing, at which time IMMC shall deliver by letter: (i) irrevocable instructions to Columbia Stock Transfer Company to issue the allotted number of shares of IMMC stock to the Western Shareholders upon the tender of appropriate stock certificates of the Western Shareholders representing the shares they own in Western, and (ii) the share certificates of the Western Shareholders which shall be tendered thereby. The anticipated Closing Date has been agreed by the parties to be March 15, 2002, but if the parties conclude that it cannot be successfully closed by such date, they shall agree to an extension of Closing of no more than twenty (20) additional days. Upon the timely completion of all conditions precedent set forth herein, the parties shall execute a closing certificate so stating and indicating that, all conditions precedent having been met, the transaction is deemed successfully closed,

and reaffirming the representations and warranties made by such parties through the Closing Date. The closing certificate shall be binding upon each company and those shareholders of each company who are signatories to this agreement. The conditions precedent to closing are as follows:

- (a) Western and IMMC have completed their respective due diligence investigations, the results of which have been reasonably satisfactory to the respective parties;
- (b) The approval of the transaction as described herein by the shareholders of Western;
- (c) The approval of the transaction as described herein by the Boards of Directors of Western and IMMC;
- (d) Delivery of all duly endorsed Western stock certificates held by the Western Shareholders to counsel for IMMC, to be held in trust until the Closing date;
- (e) The completion, attachment and acceptance by Western and IMMC, respectively, of Exhibits AC@ through AI@ hereto;
- (f) The simultaneous closing of the transaction between IMMC and Intrepid Engineering Services, Inc. by separate written agreement;
- (g) The execution and delivery of a Share Voting Agreement regarding the voting of certain shares of IMMC stock;
- (h) Satisfaction of all applicable requirements of the Securities Act of 1933 and any applicable state securities laws;
- (i) Delivery of legal opinions from counsel for IMMC and Western reasonably satisfactory to the parties;
- (j) Absence of any material adverse effect on IMMC or Western;
- (k) No more than 3% of the Western Shares shall have been Dissenting Shares.

Upon timely and acknowledged completion of the foregoing conditions precedent, Columbia Stock Transfer Company, pursuant to instructions lodged with it by IMMC shall issue to each Western Shareholder, one or more stock certificate of



IMMC representing, in the aggregate, the shares of IMMC to which each such shareholder is entitled.

**3. Acknowledgment of Restrictions on Shares Transferred to Western Shareholders.** The parties hereto acknowledge that the shares being issued by IMMC to the Western Shareholders are subject to certain restrictions on their public sale promulgated by the United States Securities and Exchange Commission (SEC) for a period of up to two years (or longer for affiliates). The shares issued in the Merger will be issued under an exemption from registration with the SEC and will be restricted shares as that term is defined in the Act. Further, these shares cannot be sold or transferred unless the conditions of Rule 144 of the Securities Act of 1933, as amended (the Act) are complied with. This involves certain limitations on the sale of the securities and certain reporting obligations to be met. A valid opinion of the sellers counsel will have to be presented to IMMC detailing compliance with the cited rules and an opinion that the shares are free trading in order to provide for removal of the restrictive legend. A legend will be affixed to each certificate as follows:

THE SHARES OF STOCK REPRESENTED BY THIS CERTIFICATE  
HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF  
1933, AS AMENDED, AND MAY NOT BE SOLD OR OTHERWISE  
TRANSFERRED UNLESS A COMPLIANCE WITH THE REGISTRATION  
PROVISIONS OF SUCH ACT HAS BEEN MADE OR UNLESS  
AVAILABILITY OF AN EXEMPTION FROM SUCH REGISTRATION  
PROVISIONS HAS BEEN ESTABLISHED, OR UNLESS SOLD  
PURSUANT TO RULE 144 UNDER THE SECURITIES ACT OF 1933.

The shares are not being registered with the Idaho Department of Finance, any Idaho corporate agency, or any agency of any other state, and are being offered under an exemption from registration. For stock issuances subject to Idaho law, IMMC is relying on an exemption under Idaho Code Section 30-1435(1)(n) of Title 30, Chapter 14 of the Securities Act. The following notification shall apply:

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE  
IDAHO SECURITIES ACT AND MAY NOT BE SOLD OR  
TRANSFERRED EXCEPT IN ACCORDANCE WITH THE IDAHO  
SECURITIES ACT.

**4. Expansion Of Board Of Directors Of IMMC And Appointments.** All of

the parties hereto agree that it would be in the best interests of IMMC to expand the number of its directors from four members to five members, contemporaneously with the closing of the transaction. IMMC represents that its board of directors has already so voted and has entered a resolution that upon closing, the resignations of William Wells and Robert Evans, both as officers and directors, and the resignations of Donald L. Delaney and Robert L. Delaney as officers but not as directors, which resignations have been tendered and are conditional upon the closing of this transaction, shall be accepted with immediate effect and that Dennis Keiser, Bentley Roth and Jacob Dustin, who are individual parties to this Agreement, shall be appointed to the Board of Directors of IMMC. Donald L. Delaney and Robert L. Delaney shall continue as directors of IMMC.

**5. Creation of IMMC Executive Management Committee.** The parties hereto agree that contemporaneously with Closing an Executive Management Committee of IMMC, appointed by and answerable to the Board of Directors, shall be created, the duties of which shall be to provide advice as to the executive management of the various aspects of the business of IMMC. The initial members of said Executive Management Committee shall be Dennis Keiser, Bentley Roth, Jacob Dustin, Donald Kenoyer, Donald Delaney, Robert Delaney, and Aaron Charlton. It shall meet at least monthly at such places and such times as are designated by the President of IMMC, and all costs of travel and lodging shall be paid or reimbursed by IMMC. The committee shall be fully informed as to all of the business of IMMC. All factual internal memoranda generated with regard to any of the business of Iron Mask shall be electronically transmitted without undue delay to all members of the executive management committee.

**6. No Prior Transfers by Western or IMMC.** Western and IMMC covenant and agree that they have not caused or allowed, since the signing of the letter of intent between the parties on or about January 18, 2002, the transfer or encumbrance of any of their assets nor the incurring of additional debt, except in the ordinary course of Business or as disclosed in Exhibits AC@ and AD@, respectively, which shall be attached hereto prior to the Closing Time.

**7. Full Disclosure Of All Corporate Assets And Liabilities Of The Parties.** The parties hereto covenant with each other, as a material element of the bargain, that they have fully disclosed the precise nature and extent of all of the corporate assets and liabilities of Western and IMMC, which are attached hereto as Exhibits AE@ and AF@, which shall be attached hereto prior to the Closing Time.

**8. Disclosure of Existing Shareholdings of The Parties.** The names and share holdings of all of the current shareholders of Western have previously been

disclosed to IMMC. IMMC has previously disclosed to Western the number of issued and outstanding shares of IMMC, but not the names of the current shareholders, as IMMC is a public company whose shareholders change virtually daily; IMMC further covenants that it has made Western aware of any new issuance of shares by it since the signing of the letter of intent. The names and shareholding of the IMMC Participating Shareholders are set forth in Exhibit AB@ hereof.

**9. Representations and Warranties of IMMC And IMMC Participating Shareholders as to IMMC.** As a material inducement to enter into this Agreement and complete the transaction contemplated by this Agreement and acknowledging that Western and the Western Shareholders are entering into this Agreement in reliance upon the representations and warranties of IMMC set out in this Section 9, IMMC and the IMMC Participating Shareholders represent and warrant to Western and the Western Shareholders as follows with regard to IMMC:

*a. Incorporation and Power.* IMMC is a corporation incorporated and validly existing under the laws of the State of Idaho. IMMC has sent to the appropriate authorities all annual returns and financial statements required to be sent under the laws of the jurisdiction of its incorporation. IMMC has the corporate power and authority and is qualified to own and dispose of its assets. No act or proceeding has been taken by or against IMMC in connection with the dissolution, liquidation, winding up, bankruptcy or reorganization of IMMC.

*b. Due Authorization.* IMMC has the corporate power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by it as contemplated by this Agreement and to carry out its obligations under this Agreement and such other agreements and instruments. The execution and delivery of this Agreement and such other agreements and instruments and the completion of the transactions contemplated by this Agreement and such other agreements and instruments have been duly authorized by all necessary corporate action on the part of IMMC and the agreement will be ratified by its shareholders at the next annual meeting of shareholders.

*c. Enforceability of Obligations.* This Agreement constitutes a valid and binding obligation of IMMC, enforceable against IMMC in accordance with its terms subject, however, to limitations on enforcement imposed by bankruptcy, insolvency, reorganization or other laws affecting the enforcement of the rights of creditors or others and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from

which they are sought. IMMC is not an insolvent person and will not become an insolvent person as a result of the closing.

*d. Title to Assets.* IMMC has good and marketable title to all of its assets, free and clear of any and all liens. The assets are sufficient to permit the continued operation of the business in substantially the same manner as conducted in the year ended on the date of this Agreement. Other than this Agreement, there is no agreement, option or other right or privilege outstanding in favor of any person for the purchase from IMMC of the business or of any of the assets out of the ordinary course of business.

*e. Material Contracts.* IMMC is not a party to any material contract except as set forth in Exhibit AG@, which shall be attached hereto prior to the Closing Time.

*f. Consents and Approvals.* All the consents and approvals necessary for IMMC to execute this Agreement and complete the contemplated transactions have been obtained. Except for the consents and approvals, no consent or approval of any Person is required in connection with the execution and delivery of this Agreement and the completion of the transactions contemplated by this Agreement or to permit the Participating Shareholders to carry on the business after the closing as the business is currently carried on by IMMC.

*g. Notices.* No prior notice is required to be delivered to any person in connection with the execution and delivery of this Agreement and the completion of the transaction memorialized by this Agreement other than appropriate 8K filing and filing with the OTC Bulletin Board.

*h. Absence of Conflicting Agreements.* The execution, delivery and performance of this Agreement by IMMC and the completion (with any required consents and approvals and notices) of the transaction memorialized by this Agreement do not and will not result in or constitute any of the following:

1. default, breach or violation or an event that, with notice or lapse of time or both, would be a default, breach or violation of any of the terms, conditions or provisions of the articles or by-laws of IMMC or of any contract or license or permit;
2. an event which, pursuant to the terms of any contract or license or permit, causes any right or interest of IMMC to come to an end or be amended in any way that is detrimental to IMMC or entitles any other person to terminate or amend any such right or interest;

3. the creation or imposition of any lien on any asset; or
4. the violation of any applicable law applicable to or affecting IMMC.

*i. Litigation.* There is no action, suit, proceeding, claim, application, complaint or investigation in any court or before any arbitrator or before or by any regulatory body or governmental or non-governmental body pending or threatened by or against IMMC or the transactions contemplated by this Agreement; and, there is no factual or legal basis which could give rise to any such action, suit, proceeding, claim, application, complaint or investigation.

*j. Financial Statements.* The financial statements of IMMC filed with the United States Securities And Exchange Commission, and any additional financial statements provided for dissemination to any of the parties to this Agreement are true and accurate, to the best knowledge of IMMC and the IMMC Participating Shareholders, after due inquiry and investigation.

*k. Brokerage Fees.* No brokerage fees are being paid or are obligated to be paid to any third-party as a result of this transaction.

*l. Operating and Maintenance History.* IMMC has provided to the other parties hereto all existing data regarding the operating and maintenance history of IMMC for the immediately preceding three years.

*m. Compliance with Applicable Laws.* To the best of its knowledge, IMMC has operated and is operating in compliance with applicable laws.

*n. Subsidiaries.* IMMC has three wholly-owned subsidiaries, Iron Mask Mining Merger One Corp., which is in good standing under the laws of the state of Idaho, Merger Sub, which is in good standing under the laws of the state of Idaho, and Oremont Corporation, which is in good standing under the laws of the state of Nevada, and IMMC, as sole shareholder of all three subsidiaries, and the IMMC Participating Shareholders make the same representations and warranties for Iron Mask Mining Merger One Corp., Merger Sub and Oremont Corporation as they do for IMMC in this Section 9, with the exceptions that neither Iron Mask Mining Merger One Corp., Merger Sub nor Oremont Corporation are public corporations and have no subsidiaries.

*o. Environmental Compliance.* To the best of the knowledge of IMMC, and Oremont Corporation, after due inquiry and investigation:

1. IMMC and Oremont Corporation are in compliance with all

Environmental Laws. AEnvironmental Laws@ shall mean federal or state laws or regulations relating to pollution, or the protection of human health or the environment, including, but not limited to, the Clean Air Act, the Federal Water Pollution Control Act (as amended by the Clean Water Act of 1977 and the Water Quality Act of 1987), the Resource Conservation and Recovery Act of 1965 (as amended by the Hazardous and Solid Waste Amendments of 1984), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (as amended by the Superfund Amendments and Reauthorization Act of 1986), the Hazardous Materials Transportation Act, the Toxic Substances Control Act, and the Federal Insecticide, Fungicide & Rodenticide Act, all as in effect on the Closing Date or, with respect to the representations and warranties, in effect on the date hereof. Such compliance includes, but is not limited to (i) the possession by IMMC and Oremont Corporation of all permits and other governmental authorizations required under all applicable Environmental Laws and compliance with the terms and conditions thereof, and (ii) compliance relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Materials. "Hazardous Materials" means any hazardous or toxic substance regulated or subject to cleanup authority under any Environmental Laws.

2. IMMC and Oremont Corporation have received no notice from any governmental authority or third party alleging that IMMC or Oremont Corporation are not in compliance with Environmental Laws, and there are no circumstances that may prevent or interfere with material compliance in the future. IMMC and Oremont Corporation have made available to Western all material information that is in the possession of or reasonably available to IMMC and Oremont Corporation regarding environmental matters pertaining to the environmental conditions of properties owned or leased by IMMC and Oremont Corporation. To the best of the knowledge of IMMC and Oremont Corporation, there have been no releases of any Hazardous Materials, pollutants, or contaminants on, or from the real property or leased property of IMMC or Oremont Corporation that could subject the other parties to this Agreement to liability under any Environmental Laws.

p. *SEC Compliance.* IMMC has timely (or within authorized extension periods) filed all required forms, reports and documents with the Securities and Exchange Commission (the ASEC@) since March 23, 2000, each of which has complied in all material respects with all applicable rules of the Securities Act of 1933, as

amended (the Securities Act), and the Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, each as in effect on the dates such forms, reports and documents were filed. IMMC has delivered to Western an accurate and complete copy of its Registration Statement on Form 10 No. SB filed with the SEC on March 23, 2000 (the "Registration Statement"), its 10KSB for the period ending June 30, 2001 (the "10K"), and its 10QSB for the period ending December 31, 2001 (the "10Q"). The Registration Statement, the 10K, and the 10Q (including any financial statements or schedules therein) (i) comply in all material respects with the applicable requirements of the Securities Act and (ii) do not contain any untrue statements of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. Furthermore, all securities issuances by IMMC have been made in full compliance with all applicable federal and state securities law.

*q. Full Disclosure.* None of the foregoing representations and warranties and no document furnished by or on behalf of IMMC to any of the other parties hereto in connection with the negotiation of the transactions contemplated by this Agreement contain any untrue statement of a material fact or omit to state any material fact necessary to make any such statement or representation not misleading to a prospective purchaser of the capital stock of IMMC seeking full information as to IMMC and its properties, businesses and affairs. Except for those matters disclosed in this Agreement, there are no facts related to the business not disclosed in this Agreement which, if learned by the other parties hereto, might reasonably be expected to materially diminish their evaluation of the worth or profitability of the Business or which, if learned by the other parties hereto, might reasonably be expected to deter them from completing the transactions contemplated by this Agreement on the terms of this Agreement.

*r. Capitalization.* The corporation is currently capitalized at 100,000,000 authorized shares of common stock, par value US\$0.005, with 53,962,208 shares of common stock issued and outstanding as of the date of this Agreement, and the corporation has no stock options, warrants or rights outstanding or exercisable by any party.

*s. Tax Matters.* The following terms, as used herein, have the following meanings:

**ACode** means the Internal Revenue Code of 1986, as amended.

**APost-Closing Tax Period@** means any Tax period (or portion thereof) ending after the Closing Date.

**APre-Closing Tax Period@** means any Tax period (or portion thereof) ending on or before the close of business on the Closing Date.

**ATax Return@** means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

(1) **Tax Representations and Warranties.** IMMC represents and warrants to the other parties to this Agreement that:

(a) IMMC has filed all Tax Returns required to be filed and no Taxes are currently due. All such Tax Returns were complete and correct in all respects. No portion of any Tax Return that relates to the operation of IMMC has been the subject of any audit, action, suit, proceeding, claim or examination by any governmental authority, and no such audit, action, suit, proceeding, claim, deficiency or assessment is pending or, to the knowledge of IMMC, threatened. There are no liens for taxes upon the assets. IMMC does not have, and has not had, a permanent establishment in any foreign country, as defined in any applicable tax treaty or convention between the United States and such foreign country. IMMC does not have any liability for the taxes of any person (other than IMMC) under Treasury Regulation Section 1.1502-6 (or any corresponding provision of state, local or foreign tax law), as a transferee or successor, by contract, or otherwise. No portion of the purchase price is subject to any tax withholding provision of federal, state, local or foreign law.

(b) IMMC does not have employees, independent contractors, creditors or other third parties for whom Taxes are required to be withheld.

(c) No state of facts exists or has existed that would constitute grounds for the assessment against Western or the Western Shareholders, whether by reason of transferee liability or otherwise, of any liability for any tax of anyone other than Western and the Western Shareholders.

(d) IMMC has no tax liability for the Pre-Closing Tax Period.

(e) IMMC has received no revenue upon which an assessment for taxes could be based.



(2) *Tax Cooperation; Allocation of Taxes.*

(a) Any transfer, documentary, sales, use or other tax assessed upon or with respect to the transfer of the capital stock of Western to IMMC and any recording or filing fees with respect thereto shall be the responsibility of IMMC.

(b) IMMC and Western shall file all required tax returns and shall not make any inconsistent written statements or take any inconsistent position on any tax return, in any refund claim, during the course of any U.S. Internal Revenue Service (IRS) audit or other tax audit, for any financial or regulatory purpose, in any litigation or investigation or otherwise.

**10. Representations and Warranties of Western and the Western Shareholders As To Western.** As a material inducement to entering into this Agreement and completing the transactions contemplated by this Agreement and acknowledging that IMMC and the IMMC Participating Shareholders are entering into this Agreement in reliance upon the representations and warranties of Western and the Western Shareholders set out in this Section 10, Western and the Western Shareholders represent and warrant to IMMC and the IMMC Participating Shareholders as follows with regard to Western:

*a. Incorporation and Power.* Western is a corporation incorporated and validly existing under the laws of the State of Idaho. Western has sent to the appropriate authorities all annual returns and financial statements required to be sent under the laws of the jurisdiction of its incorporation. Western has the corporate power and authority and is qualified to own and dispose of its Assets. No act or proceeding has been taken by or against Western in connection with the dissolution, liquidation, winding up, bankruptcy or reorganization of Western.

*b. Due Authorization.* Western has the corporate power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by it as contemplated by this Agreement and to carry out its obligations under this Agreement and such other agreements and instruments. The execution and delivery of this Agreement and such other agreements and instruments and the completion of the transactions contemplated by this Agreement and such other agreements and instruments have been duly authorized by all necessary corporate action on the part of Western and its shareholders.

*c. Enforceability of Obligations.* This Agreement constitutes a valid and binding obligation of Western, enforceable against Western in accordance with its terms

subject, however, to limitations on enforcement imposed by bankruptcy, insolvency, reorganization or other laws affecting the enforcement of the rights of creditors or others and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought. Western is not an insolvent person and will not become an insolvent person as a result of the Closing.

*d. Title to Assets.* Western has good and marketable title to all of its assets, free and clear of any and all liens, except for the liens set forth in Exhibit AHe which shall be attached hereto prior to the Closing Time. The assets are sufficient to permit the continued operation of the business in substantially the same manner as conducted in the year ended on the date of this Agreement. Other than this Agreement, there is no agreement, option or other right or privilege outstanding in favor of any person for the purchase from Western of the business or of any of the assets out of the ordinary course of business.

*e. Material Contracts.* Western is not a party to any material contracts, except as set forth in Exhibit AIf, which shall be attached hereto prior to the Closing Time.

*f. Consents and Approvals.* Except for shareholder approval, all the consents and approvals necessary for Western to execute this Agreement and complete the contemplated transactions have been obtained. Except for the consents and approvals, no consent or approval of any person is required in connection with the execution and delivery of this Agreement and the completion of the transactions contemplated by this Agreement or to permit the participating shareholders to carry on the business after the closing as the business is currently carried on by Western.

*g. Notices.* Except for shareholder meeting notice, no prior notice is required to be delivered to any person in connection with the execution and delivery of this Agreement and the completion of the transaction memorialized by this Agreement.

*h. Absence of Conflicting Agreements.* The execution, delivery and performance of this Agreement by Western and the completion (with any required consents and approvals and notices) of the transaction memorialized by this Agreement do not and will not result in or constitute any of the following:

- 1.1 a default, breach or violation or an event that, with notice or lapse of time or both, would be a default, breach or violation of any of the terms, conditions or provisions of the articles or bylaws of Western or of any contract or license or permit;

1.2 an event which, pursuant to the terms of any contract or license or permit, causes any right or interest of Western to come to an end or be amended in any way that is detrimental to Western or entitles any other person to terminate or amend any such right or interest;

1.3 the creation or imposition of any lien on any asset; or

1.4 the violation of any applicable law applicable to or affecting Western.

*i. Litigation.* There is no action, suit, proceeding, claim, application, complaint or investigation in any court or before any arbitrator or before or by any regulatory body or governmental or non-governmental body pending or threatened by or against Western related to Western or the transactions contemplated by this Agreement; and, there is no factual or legal basis which could give rise to any such action, suit, proceeding, claim, application, complaint or investigation.

*j. Financial Statements.* The financial statements of Western heretofore provided to IMMC, including tax returns, are true and accurate, to the best of the knowledge of Western and the Western Shareholders, after due inquiry and investigation.

*k. Brokerage Fees.* No brokerage fees are being paid or are obligated to be paid to any third party as a result of the transaction.

*l. Operating and Maintenance History.* Western has provided to IMMC all existing data regarding the operating and maintenance history of Western for the immediately preceding three years.

*m. Compliance with Applicable Laws.* To the best of its knowledge, Western has operated and is operating in compliance with applicable laws.

*n. Subsidiaries.* Western has one wholly-owned subsidiary: Virtual Science Services, Inc. ("VSSI"), which is in good standing under the laws of the state of Idaho, and Western, as sole shareholder of Virtual Science Services, Inc., makes the same representations and warranties for its subsidiary as it does for itself in this Section 10, with the exception that Virtual Science Services, Inc. has no subsidiaries.

*o. Environmental Compliance.* To the best of the knowledge of Western and VSSI, after due inquiry and investigation:

1. Western and VSSI are in compliance with all Environmental Laws. "Environmental Laws" shall mean federal or state laws or regulations relating to pollution, or the protection of human health or the environment, including, but not limited to, the Clean Air Act, the Federal Water Pollution Control Act (as amended by the Clean Water Act of 1977 and the Water Quality Act of 1987), the Resource Conservation and Recovery Act of 1965 (as amended by the Hazardous and Solid Waste Amendments of 1984), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (as amended by the Superfund Amendments and Reauthorization Act of 1986), the Hazardous Materials Transportation Act, the Toxic Substances Control Act, and the Federal Insecticide, Fungicide & Rodenticide Act, all as in effect on the Closing Date or, with respect to the representations and warranties, in effect on the date hereof. Such compliance includes, but is not limited to (i) the possession by Western of all permits and other governmental authorizations required under all applicable Environmental Laws and compliance with the terms and conditions thereof, and (ii) compliance relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Materials. "Hazardous Materials" means any hazardous or toxic substance regulated or subject to cleanup authority under any Environmental Laws.

2. Western and VSSI have received no notice from any governmental authority or third party alleging that they are not in compliance with Environmental Laws, and there are no circumstances that may prevent or interfere with material compliance in the future. Western and VSSI have made available to IMMC all material information that is in the possession of or reasonably available to Western or VSSI regarding environmental matters pertaining to the environmental conditions of properties owned or leased by Western or VSSI. To the best of their knowledge, there have been no releases of any Hazardous Materials, pollutants, or contaminants on, or from the real property or leased property of Western or VSSI that could subject the other parties to this Agreement to liability under any Environmental Laws.

*p. Full Disclosure.* None of the foregoing representations and warranties and no document furnished by or on behalf of Western to IMMC in connection with the negotiation of the transactions contemplated by this Agreement contain any untrue statement of a material fact or omit to state any material fact necessary to

make any such statement or representation not misleading to a prospective purchaser of the capital stock of Western seeking full information as to Western and its properties, businesses and affairs. Except for those matters disclosed in this Agreement, there are no facts related to the business not disclosed in this Agreement which, if learned by IMMC, might reasonably be expected to materially diminish its evaluation of the worth or profitability of the business or which, if learned by IMMC, might reasonably be expected to deter them from completing the transactions contemplated by this Agreement on the terms of this Agreement.

*q. Capitalization.* The corporation is currently capitalized at 100,000,000 authorized shares of common stock, no par value, with 51,410,000 shares of common stock issued and outstanding as of the date of this Agreement, and the corporation has no stock options, warrants or rights outstanding or exercisable by any party.

*r. Tax Matters.* The following terms, as used herein, have the following meanings:

**ACode@** means the Internal Revenue Code of 1986, as amended.

**APost-Closing Tax Period@** means any Tax period (or portion thereof) ending after the Closing Date.

**APre-Closing Tax Period@** means any Tax period (or portion thereof) ending on or before the close of business on the Closing Date.

**ATax Return@** means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

(1) **Tax Representations and Warranties.** Western represents and warrants to the other parties to this Agreement that:

(a) Western has filed all tax returns required to be filed and no taxes are currently due. All such tax returns were complete and correct in all respects. No portion of any tax return that relates to the operation of the business has been the subject of any audit, action, suit, proceeding, claim or examination by any governmental authority, and no such audit, action, suit, proceeding, claim, deficiency or assessment is pending or, to the knowledge of Western, threatened. Western is not currently the beneficiary of any extension of time

within which to file its tax returns for the most recent fiscal year, and Western has not waived any statute of limitation with respect to any tax or agreed to any extension of time with respect to a tax assessment or deficiency. There are no liens for taxes upon the assets. Western does not have, and has not had, a permanent establishment in any foreign country, as defined in any applicable tax treaty or convention between the United States and such foreign country. Western does not have any liability for the taxes of any person (other than Western) under Treasury Regulation Section 1.1502-6 (or any corresponding provision of state, local or foreign tax law), as a transferee or successor, by contract, or otherwise. No portion of the purchase price is subject to any tax withholding provision of federal, state, local or foreign law.

(b) Western has employees, independent contractors, creditors or other third parties for whom taxes are required to be withheld and covenants that it has withheld, and, when due, remitted the required payroll taxes, both federal, state, and, if applicable, local, in full.

(c) No state of facts exists or has existed that would constitute grounds for the assessment against IMMC or the IMMC participating shareholders, whether by reason of transferee liability or otherwise, of any liability for any tax of anyone other than IMMC or the IMMC participating shareholders.

(d) Western has no tax liability for the Pre-Closing tax period.

(e) Western has received revenue in the current fiscal year upon which an assessment for taxes could be based.

(2) Tax Cooperation; Allocation of Taxes.

(a) Any transfer, documentary, sales, use or other taxes assessed upon or with respect to the transfer of the capital stock of IMMC to the Western Shareholders and any recording or filing fees with respect thereto shall be the responsibility of the Western Shareholders.

(b) IMMC and Western shall file all required tax returns and shall not make any inconsistent written statements or take any inconsistent position on any tax return, in any refund claim, during the course of any U.S. Internal Revenue Service (IRS) audit or other tax audit, for any financial or regulatory purpose, in any litigation or investigation or otherwise.

**11. Representations of Western and Each of the Western Shareholders As To The Western Shareholders.** Western and each of the Western Shareholders, individually, represent as a material part of this transaction that, to the best of Western=s and such Western Shareholder=s knowledge and, where applicable, the knowledge of its officers, directors, agents, attorneys and solicitors:

- (a) Each of the Western Shareholders owns the number of shares of the capital stock of Western set forth in Exhibit AA@ attached hereto, which ownership is free and clear of all encumbrances or claims of any third parties whatsoever.
- (b) If any Western Shareholder is other than an individual, that it has full right, power, legal capacity and authority to enter into this Agreement and the contemplated transaction, and this Agreement shall constitute a valid and binding obligation of the Western Shareholder enforceable in accordance with the terms hereof.
- (c) Such Western Shareholder has all necessary legal authority to own its assets and to carry on its business as now conducted by it, and, if applicable, it is registered as required and in good standing with respect to the filing of annual returns under the laws of all jurisdictions in which its failure to so register would have an adverse effect on its rights and obligations under this Agreement.
- (d) Each Western Shareholder has been advised to seek his/her/its own professional advice regarding the transactions contemplated by this Agreement and is relying upon his/her/its own counsel regarding this transaction and not on the counsel of any other party hereto, including IMMC or Western.

**12. Representations of IMMC and Each of the IMMC Participating Shareholders As To the IMMC Participating Shareholders.** IMMC and each of the IMMC Participating Shareholders, individually, represent as a material part of this transaction that, to the best of IMMC=s and such IMMC Participating Shareholder=s knowledge and, where applicable, the knowledge of its officers, directors, agents, attorneys and solicitors:

- (a) Each IMMC Participating Shareholder owns the number of shares of the capital stock of IMMC Participating set forth in Exhibit AB@, which ownership is free and clear of all encumbrances or claims of any third parties whatsoever.

- (b) If any IMMC Participating Shareholder is other than an individual, that it has full right, power, legal capacity and authority to enter into this Agreement and the contemplated transaction, and this Agreement shall constitute a valid and binding obligation of the IMMC Participating Shareholder enforceable in accordance with the terms hereof.
- (c) Such IMMC Participating Shareholder has all necessary legal authority to own its assets and to carry on its business as now conducted by it, and, if applicable, it is registered as required and in good standing with respect to the filing of annual returns under the laws of all jurisdictions in which its failure to so register would have an adverse effect on its rights and obligations under this Agreement.
- (d) Each IMMC Participating Shareholder has been advised to seek his/her/its own professional advice regarding the transactions contemplated by this Agreement and is relying upon his/her/its own counsel regarding this transaction and not on the counsel of any other party hereto, including IMMC or Western.

**13. Costs of Transaction.** Except where expressly stated otherwise herein, each party shall bear its own costs and expenses of entering into the transaction, including, but not limited to, travel, lodging, meals, salaries, commissions, attorneys= fees, accountants= fees, other professional fees, regulatory fees, and taxes.

**14. Rights Upon Breach of Agreement.** The parties hereto agree and acknowledge that the breach of any portion of this Agreement will cause irreparable harm and significant injury to the non-breaching party which may be difficult to ascertain. Accordingly, and in addition to all other remedies available to the parties in equity and at law, the non-breaching party shall have the right to obtain injunctive relief, both temporary and permanent, enjoining any breach of this Agreement. Nothing herein contained is intended to nor shall it limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other parties for a breach or threatened breach of any provision hereof, it being the intention by this paragraph to make clear the agreement of the parties that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

**15. Notices.** All notices, consents and demands under this Agreement shall be in writing and may be delivered personally, sent by telegram, telex, air courier or facsimile or may be forwarded by first class pre-paid registered or certified mail to the address for each party set forth above, or to such address as each party may from time



to time specify by notice. Any such notice shall be deemed to have been given and received on the business day next following the date of delivery.

16. **Grammatical Construction.** In this Agreement, whenever the context so requires, the masculine gender includes the feminine and/or neuter, the singular number includes the plural, and words importing persons shall include firms or corporations and vice versa. The terms A\$@ and "US\$" shall mean United States Dollars.

17. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, all of which together shall constitute one and the same instrument and when so signed shall be deemed to bear the date first written above.

18. **Choice of Law, Jurisdiction and Venue.** This Agreement and any disputes arising hereunder shall be governed by the laws of the State of Idaho, United States of America. In the event of any dispute, the parties agree that good faith efforts shall be made to resolve the dispute through voluntary mediation or arbitration. In the event of court action in relation to this Agreement, exclusive original jurisdiction and venue shall lie with the District Court for the District of Idaho which is responsible for the County of Bonneville, State of Idaho.

19. **Severability.** If any provision of this Agreement, or the application thereof to any person or circumstance, shall for any reason or to any extent, be invalid or unenforceable, such invalidity or unenforceability shall not in any manner affect or render invalid or unenforceable the remainder of this Agreement, and the application of that provision to other persons or circumstances shall not be affected but, rather, shall be enforced to the extent permitted by law.

20. **Warranty of Authority.** The persons executing and delivering this Agreement on behalf of the parties represent and warrant that each of them is duly authorized to do so and that the execution of this Agreement is the lawful and voluntary act of the parties.

21. **Assignability.** Neither this Agreement, nor any rights or obligations conferred hereunder, may be assigned in whole or in part by either party without obtaining the prior written consent of the other party.

22. **Time; Waiver Of Breach.** It is agreed by the parties that time is of the essence to this Agreement. The failure of either party to enforce for any time or for any period of time any of the provisions of this Agreement shall not be construed as a

waiver of such provision or of the right of such party thereafter to enforce each and every such provision.

**23. Force Majeure.** In the event that the parties shall be prevented from performing any of the obligations hereunder by reason of labor disturbances, shortage of labor or equipment, strikes, lockouts, other industrial disturbances, inability to obtain transportation, failure of title, act of God, act of a public enemy, war, blockade, riot, insurrection, disaster, lightning, fire, storm, flood, inclement weather, explosion, litigation, restraining orders, injunctions, or orders of courts or government agencies, or any law, regulations, restrictions, or actions or inactions of governmental agencies, or on account of any eventuality or condition, whether enumerated or not, beyond the reasonable control of such party, including state, federal, or local safety or environmental statutes or regulations, the parties' obligations hereunder shall abate during the period of such conditions, but only to the extent that the parties are prevented, by reason of such conditions, from complying with the requirements set forth in this Agreement within the appropriate times. The parties agree that the time within which such compliance is required shall automatically be extended for the length of time during which the condition prevails.

**24. Indemnification.** Each party hereto shall defend, indemnify and hold harmless each and every other party hereto and their employees, agents, representatives, and advisors from any and all claims, liabilities, judgments, penalties, losses, costs, damages and expenses (including amounts paid in settlement, costs of investigation and reasonable attorneys' fees and expenses) arising out of or relating to:

- (a) any breach of any representation or warranty made in this Agreement or any related documents by the indemnifying party;
- (b) any breach of any covenant, agreement or undertaking made in this Agreement or any related documents by the indemnifying party;
- (c) any fraud or willful misconduct by the indemnifying party in connection with this Agreement or any related documents.

**25. Further Assurances.** Each of the parties agrees that it shall take from time to time such actions and execute such additional instruments as may be reasonably necessary or convenient to implement and carry out the intent and purpose of this Agreement.

**26. Modification of Agreement.** It is expressly understood and agreed by and between the parties hereto that this Agreement may be modified only by a written

instrument, which written instrument must be signed by all of the parties to this Agreement.

**27. Entire Agreement.** All of the terms and conditions of this Agreement between the parties are contained herein, and NO REPRESENTATIONS OR INDUCEMENTS HAVE BEEN MADE OTHER THAN THOSE SPECIFICALLY SET FORTH, WITH THE SOLE EXCEPTION OF THE SHARE VOTING AGREEMENT BETWEEN THE WESTERN SHAREHOLDERS AND THE IMMC PARTICIPATING SHAREHOLDERS AS REFERRED TO HEREIN.

**28. Termination.**

(a) This Agreement may be terminated:

(1) prior to the Closing by IMMC if (i) there is a material breach of any covenant or obligation of Western or the Western Shareholders or (ii) IMMC reasonably determines that the timely satisfaction of any condition set forth in Section 2 has become impossible (other than as a result of any failure on the part of IMMC to comply with or perform any covenant or obligation of IMMC set forth in this Agreement);

(2) prior to the Closing by Western if (i) there is a material breach of any covenant or obligation of IMMC or the IMMC Participating Shareholders or (ii) Western reasonably determines that the timely satisfaction of any condition set forth in Section 2 has become impossible (other than as a result of any failure on the part of Western to comply with or perform any covenant or obligation of Western set forth in this Agreement);

(3) by either IMMC or Western if the Closing has not taken place on or before April 4, 2002 (other than as a result of any failure on the part of such party seeking termination to comply with or perform any covenant or obligation of said party set forth in this Agreement);

(4) by the mutual consent of IMMC and Western.

(b) If IMMC wishes to terminate this Agreement pursuant to Section 28, IMMC shall deliver to Western a written notice stating that IMMC is terminating this Agreement and setting forth a brief description of the basis on which IMMC is terminating this Agreement. If Western wishes to terminate this Agreement pursuant to Section 28, Western shall deliver to IMMC a written notice terminating this Agreement and setting forth a brief description of the basis on which this Agreement is terminated.

- (c) If this Agreement is terminated pursuant to Section 28, all further obligations of the parties under this Agreement shall automatically terminate; *provided, however*, that none of the parties shall be relieved of any obligation or liability arising from any prior breach by such party of any provision of this Agreement.

**29. Survival of Representations and Warranties.** All representations and warranties made in this Agreement shall survive the Closing of this Agreement, except that any party to whom a representation or warranty has been made in this Agreement shall be deemed to have waived any misrepresentation or breach of representation or warranty of which such party had knowledge prior to Closing. Any party learning of a misrepresentation or breach of representation or warranty under this Agreement shall immediately give written notice thereof to all other parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto are deemed to have executed this instrument the day and year first above written.

WESTERN TECHNOLOGY & MANAGEMENT, INC.  
INC.:

By: 

Its President

Dennis D. Keisel

ATTEST:

By: 

Its Secretary

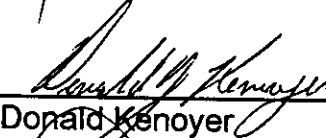
C. Bentley Roth

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THE PRINCIPAL SHAREHOLDERS OF WESTERN:

  
Dennis Keiser


  
C. Bentley Roth

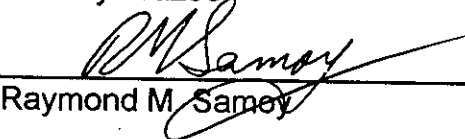
  
Donald Kenoyer

  
Jacob Dustin

  
LaMar Johnson

  
Liem T. Nguyen

  
Bradley Frazee

  
Raymond M. Samoy

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IRON MASK MINING COMPANY:

Donald L. Delaney  
Donald L. Delaney, Vice-President

ATTEST:

Robert L. Delaney  
Robert L. Delaney, Assistant Secretary

THE IMMC PARTICIPATING SHAREHOLDERS:

Donald L. Delaney  
Donald L. Delaney

Robert L. Delaney  
Robert L. Delaney

Robert Evans  
Robert Evans

Aaron L. Charlton  
Aaron L. Charlton

CORDOBA CORPORATION:

William W. Wells  
William W. Wells

By: Aaron L. Charlton  
Aaron L. Charlton, President & CEO

IRON MASK MINING MERGER TWO CORP.:

By: Robert L. Delaney

IRON MASK MINING COMPANY:

Donald L. Delaney  
Donald L. Delaney, Vice-President

ATTEST:

Robert L. Delaney  
Robert L. Delaney, Assistant Secretary

THE IMMC PARTICIPATING SHAREHOLDERS:

Donald L. Delaney  
Donald L. Delaney

Robert L. Delaney  
Robert L. Delaney

Robert Evans  
Robert Evans

Aaron L. Chanton  
Aaron L. Chanton

CORDOBA CORPORATION:

William W. Wells  
William W. Wells

By Aaron L. Chanton, President & CEO

IRON MASK MINING MERGER TWO CORP.:

By Robert L. Delaney

Share Exchange Agreement  
Page 28 of 31

Its Director



**EXHIBIT AA - LIST OF WESTERN SHAREHOLDERS**

<b><u>Name And Address</u></b>	<b><u>Western Share Holdings</u></b>	<b><u>IMMC Shares Allocated</u></b>
Jacob D. Dustin 5120 Comish Drive Idaho Falls, Idaho 83406	9,180,000	3,751,001
Bradley J. Frazee 2835 Ridgecrest Drive Idaho Falls, Idaho 83404	150,000	61,291
Lamar J. Johnson 13375 N. 105 East Idaho Falls, Idaho 83401	200,000	81,721
Dennis D. Keiser 2942 Homestead Lane Idaho Falls, Idaho 83404	17,850,000	7,293,614
Donald J. Kenoyer 5395 Marbrisa Lane Idaho Falls, Idaho 83406	9,180,000	3,751,001
Liem T. Nguyen 376 East 11th Street Idaho Falls, Idaho 83404	1,020,000	416,778
C. Bentley Roth 6799 E. Panorama Drive Idaho Falls, Idaho 83401	13,770,000	5,626,502
Raymond M. Samoy 1915 Monticello Drive Idaho Falls, Idaho 83404	60,000	24,516

**EXHIBIT "A-1"**

**Directors and Officers of the Surviving Corporation.**

**Dennis D. Keiser  
2942 Homestead Lane  
Idaho Falls, Idaho 83404**

**C. Bentley Roth  
6799 Panorama Drive  
Idaho Falls, Idaho 83401**

**Jacob D. Dustin  
5120 Comish Drive  
Idaho Falls, Idaho 83406**

**Exhibit AB@ - LIST OF IMMC PARTICIPATING SHAREHOLDERS**

Aaron L. Charlton c/o David Rodli Law Offices 2001 S. Russell Missoula, MT 59801	400,000
Cordoba Corporation c/o David Rodli Law Offices 2001 S. Russell Missoula, MT 59801	16,267,280
Donald L. Delaney P. O. Box 400 Missoula, Montana 59806	3,403,828
Robert L. Delaney P. O. Box 400 Missoula, Montana 59806	3,201,173
Robert J. Evans P. O. Box 178 Ponderay, Idaho 83852	1,659,862
William W. Wells P. O. Box 280 Sumpter, Oregon 97877	2,150,534

**EXHIBIT "C" Transfer of or Encumbrance of Assets or Incurring of additional debt since  
Letter of Intent by Western.**

NONE

**EXHIBIT "D"**  
**TRANSFER OR ENCUMBRANCE OF ASSETS OR INCURRING OF ADDITIONAL  
DEBT SINCE LETTER OF INTENT BY IMMC**

NONE.

**EXHIBIT "E" List of Assets or Liabilities of Western Technology & Managment, Inc.**

	Mar-18-02	
Assets		
Cash	\$	9,344.16
Computer Equipment	\$	1,462.24
Liabilities / Debts	\$	0.00

**EXHIBIT "F"**  
**LIST OF ASSETS AND LIABILITIES OF IMMC**

1. See attached Balance Sheet as of 12/31/2001.
2. Normal monthly trade receivables

**BALANCE SHEET ATTACHMENT TO EXHIBIT "F"**  
**MERGER AGREEMENT DATED MARCH 1, 2002 BY AND BETWEEN**  
**IRON MASK MINING COMPANY AND**  
**WESTERN TECHNOLOGY AND MANAGEMENT, INC.**

Iron Mask Mining Company  
A Development Stage Corporation  
Balance Sheet (Unaudited)  
"December 31, 2001  
Taken From Form 10-Q

Assets		
Current Assets		
Cash in Bank	96	
Deposits and Prepaid Expenses	120,000	
Total Current Assets		120,096
Property and Equipment		
Equipment	2800	
Accumulated Depreciation	-743	
Net Property and Equipment		2057
Other Assets		
"Mineral Rights - Lead King, Grant Hartford Lode"	150,000	
Mineral Rights - Other	3,723,456	
Total Other Assets		3,873,456
Total Assets		3,995,609
Liabilities and Equity		
Current Liabilities		
Accounts Payable	36,703	
Interest Payable		
Accounts Payable - Related Parties	2243	
Garnet Payable	150,000	
Notes Payable - Due within One Year - Related Parties		
Total Current Liabilities		188,946
Long Term Liabilities		
Notes Payable - Due in more than One Year - Related Parties		
Total Long Term Liabilities		
Total Liabilities		188,946



Equity

"Common Stock, par value \$ .005, authorized 100,000,000 shares, issued and outstanding 52,569,675 and 22,187,316 respectively"	985,140
Additional Paid in Capital	4,277,604
Deficit accumulated during Development Stage	-1,456,081
Total Equity	3,806,663
Total Liabilities and Equity	3,995,609

**EXHIBIT "G"**  
**LIST OF MATERIAL CONTRACTS OF IMMC**

1. American Diatomite Contract
2. Yellow Pine Resources (Paymaster)
3. Oremont Agreement
4. Cordoba Corp. and Garnet Mining Corp.
5. Option to Buy Copper Cliff
6. Option to Buy Lead King, Grant and Hartford claims
7. Consulting Agreement for William Wells
8. Consulting Robert Delaney
9. Consulting Agreement for Donald Delaney
10. Consulting Agreement for Bob Evans
11. Consulting Agreement for Aaron Charlton
12. Consulting Agreement for David Maynard
13. Corporate Resolutions as of January 1, 2002
14. Letter Of Intent

**EXHIBIT "H" List of Liens against Assets of Western.**

NONE

**EXHIBIT "I" List of Material Contracts of Western.**

NONE