

92009353



Document is NOT OFFICIAL!

Whereas, This Document is the property of the Lake County Recorder!

ARTICLES OF MERGER OF BULKMATIC TRANSPORT COMPANY

INCORPORATED UNDER THE LAWS OF THE STATE OF Illinois HAVE BEEN FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE BUSINESS CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.



Now Therefore, I, George H. Ryan, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, at the City of Springfield, this 24th day of December A.D. 19 91 and of the Independence of the United States the two hundred and 16th.



George H. Ryan 4200 SECRETARY OF STATE

**ARTICLES OF MERGER
CONSOLIDATION OR EXCHANGE**

File # 4122-563-7

George H. Ryan
Secretary of State
Department of Business Services
Springfield, IL 62756
Telephone (217) 782-6961

SUBMIT IN DUPLICATE

FILED PAID

This space for use by
Secretary of State

Date 12/24/91

DEC 24 1991

JAN 2 1992

Filing Fee \$ 850.00

GEORGE H. RYAN
SECRETARY OF STATE

Approved: HR

DO NOT SEND CASH!
Remit payment in check or money
order, payable to "Secretary of State."
Filing Fee is \$100, but if merger or con-
solidation of more than 2 corporations,
\$50 for each additional corporation.

1. Names of the corporations proposing to ~~merge~~ ^{merge} ~~consolidate~~ ~~exchange~~ and the state or country of their incorporation:

Name of Corporation

State or Country of Incorporation

See Exhibit A attached hereto.

**Document is
NOT OFFICIAL!**

**This Document is the property of
the Lake County Recorder!**

STOP

2. The laws of the state or country under which each corporation is incorporated permit such merger, consolidation or exchange.

3. (a) Name of the ~~surviving~~ ^{surviving} ~~corporation~~ ^{corporation} ~~consolidating~~ Bulkmatic Transport Company

(b) it shall be governed by the laws of Illinois



4. Plan of ~~merger~~ ^{merger} ~~consolidation~~ ~~exchange~~ is as follows:

If not sufficient space to cover this point, add one or more sheets of this size.

See Exhibit B attached hereto.

5. Plan of ^{merger} consolidation was approved, ^(a) as to each corporation not organized in Illinois, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois corporation, as follows:

(The following items are not applicable to mergers under §11.30 —90% owned subsidiary provisions. See Article 7.)

(Only "X" one box for each corporation)

By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the articles of incorporation voted in favor of the action taken.

(§ 11.20)

By written consent of the shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with § 7.10 (§ 11.220).

By written consent of ALL the shareholders entitled to vote on the action in accordance with § 7.10 & § 11.20

Name of Corporation:

See Exhibit C attached hereto

Document is

NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

STOP

6: (Not applicable if surviving, new or acquiring corporation is an Illinois corporation)

It is agreed that, upon and after the issuance of a certificate of merger, consolidation or exchange by the Secretary of State of the State of Illinois:

- The surviving, new or acquiring corporation may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such corporation organized under the laws of the State of Illinois against the surviving, new or acquiring corporation.
- The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving, new or acquiring corporation to accept service of process in any such proceedings, and
- The surviving, new, or acquiring corporation will promptly pay to the dissenting shareholders of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange the amount, if any, to which they shall be entitled under the provisions of "The Business Corporation Act of 1983" of the State of Illinois with respect to the rights of dissenting shareholders.

7. (Complete this item if reporting a merger under § 11.30—90% owned subsidiary provisions.)

a. The number of outstanding shares of each class of each merging subsidiary corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent corporation, are:

Name of Corporation	Total Number of Shares Outstanding of Each Class	Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

b. The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary corporation was _____, 19__.

Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of all subsidiary corporations received? Yes No

(If the answer is "No," the duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and of the notice of the right to dissent to the shareholders of each merging subsidiary corporation.)

8. The undersigned corporation has caused these articles to be signed by its duly authorized officers, each of whom affirms under penalties of perjury, that the facts stated herein are true.

Dated December 16, 1991 BULKMATIC TRANSPORT COMPANY

attested by [Signature] (Signature of Secretary or Assistant Secretary) by [Signature] (Signature of President or Vice President)
L.J. Wiese, Assistant Secretary (Type or Print Name and Title) A.Y. Bingham, Jr., President (Type or Print Name and Title)

Dated December 16, 1991 AMERICAN RECYCLED RESOURCES, INC.

attested by [Signature] (Signature of Secretary or Assistant Secretary) by [Signature] (Signature of President or Vice President)
L.J. Wiese, Assistant Secretary (Type or Print Name and Title) A.Y. Bingham, Jr., President (Type or Print Name and Title)

Dated December 16, 1991 BAY BULK TRANSPORT, INC.

attested by [Signature] (Signature of Secretary or Assistant Secretary) by [Signature] (Signature of President or Vice President)
L.J. Wiese, Assistant Secretary (Type or Print Name and Title) A.Y. Bingham, Jr., President (Type or Print Name and Title)



Dated December 16 19 91

attested by *L.J. Wiese*
(Signature of Secretary or Assistant Secretary)

L.J. Wiese, Assistant Secretary
(Type or Print Name and Title)

BULLDOG DRILLING, INC.

by *A.Y. Bingham, Jr.*
(Signature of President or Vice President)

A.Y. Bingham, Jr., President
(Type or Print Name and Title)

Dated December 16 19 91

attested by *L.J. Wiese*
(Signature of Secretary or Assistant Secretary)

L.J. Wiese, Assistant Secretary
(Type or Print Name and Title)

C. S. TRANSPORT, INC.

by *A.Y. Bingham, Jr.*
(Signature of President or Vice President)

A.Y. Bingham, Jr., President
(Type or Print Name and Title)

Dated December 16 19 91

attested by *L.J. Wiese*
(Signature of Secretary or Assistant Secretary)

L.J. Wiese, Assistant Secretary
(Type or Print Name and Title)

...

by *A.Y. Bingham, Jr.*
(Signature of President or Vice President)

A.Y. Bingham, Jr., President
(Type or Print Name and Title)

Dated December 16 19 91

attested by *L.J. Wiese*
(Signature of Secretary or Assistant Secretary)

L.J. Wiese, Assistant Secretary
(Type or Print Name and Title)

BJ REAL ESTATE, INC.

by *A.Y. Bingham, Jr.*
(Signature of President or Vice President)

A.Y. Bingham, Jr., President
(Type or Print Name and Title)

Dated December 16 19 91

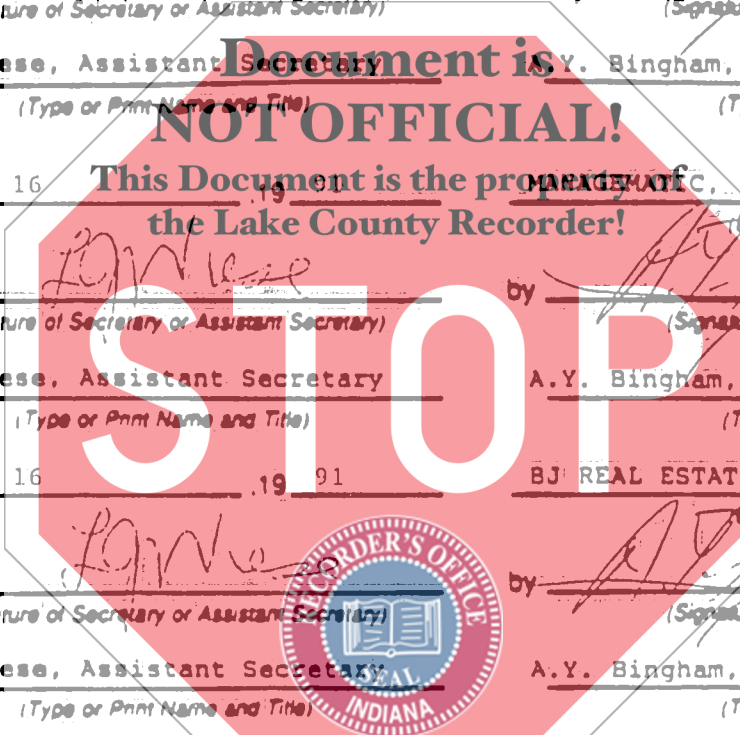
attested by *L.J. Wiese*
(Signature of Secretary or Assistant Secretary)

L.J. Wiese, Assistant Secretary
(Type or Print Name and Title)

JB, INC.

by *A.Y. Bingham, Jr.*
(Signature of President or Vice President)

A.Y. Bingham, Jr., President
(Type or Print Name and Title)



Dated December 16 19 91

attested by *L.J. Wiese*
(Signature of Secretary or Assistant Secretary)

L.J. Wiese, Assistant Secretary
(Type or Print Name and Title)

MICKLESON MAINTENANCE, INC.
(Exact Name of Corporation)

by *A.Y. Bingham, Jr.*
(Signature of President or Vice President)

A.Y. Bingham, Jr., President
(Type or Print Name and Title)

Dated December 16 19 91

attested by *L.J. Wiese*
(Signature of Secretary or Assistant Secretary)

L.J. Wiese, Assistant Secretary
(Type or Print Name and Title)

NORTH AMERICAN TANK CLEANING, INC.
(Exact Name of Corporation)

by *A.Y. Bingham, Jr.*
(Signature of President or Vice President)

A.Y. Bingham, Jr., President
(Type or Print Name and Title)

Dated December 16 19 91

attested by *L.J. Wiese*
(Signature of Secretary or Assistant Secretary)

L.J. Wiese, Assistant Secretary
(Type or Print Name and Title)

NORTH AMERICAN TANK CLEANING
(COLUMBUS, GA), INC.
(Exact Name of Corporation)

by *A.Y. Bingham, Jr.*
(Signature of President or Vice President)

A.Y. Bingham, Jr., President
(Type or Print Name and Title)

Dated December 16 19 91

attested by *L.J. Wiese*
(Signature of Secretary or Assistant Secretary)

L.J. Wiese, Assistant Secretary
(Type or Print Name and Title)

NORTH AMERICAN TANK CLEANING
(TOLEDO, OH), INC.
(Exact Name of Corporation)

by *A.Y. Bingham, Jr.*
(Signature of President or Vice President)

A.Y. Bingham, Jr., President
(Type or Print Name and Title)

Dated December 16 19 91

attested by *L.J. Wiese*
(Signature of Secretary or Assistant Secretary)

L.J. Wiese, Assistant Secretary
(Type or Print Name and Title)

TRI-CITY TANK WASH, INC.
(Exact Name of Corporation)

by *A.Y. Bingham, Jr.*
(Signature of President or Vice President)

A.Y. Bingham, Jr., President
(Type or Print Name and Title)

Dated December 16 19 91

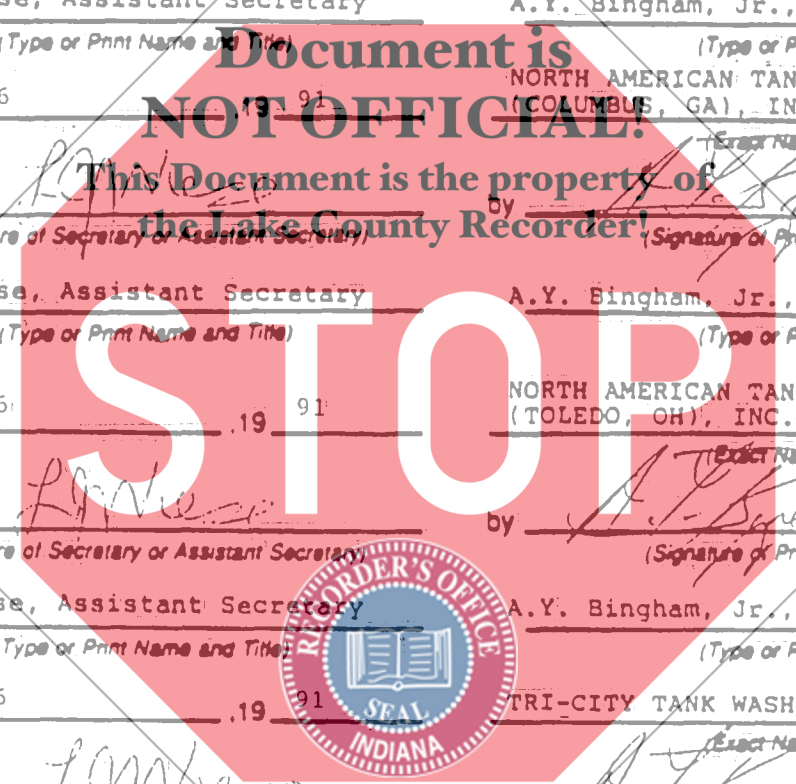
attested by *L.J. Wiese*
(Signature of Secretary or Assistant Secretary)

L.J. Wiese, Assistant Secretary
(Type or Print Name and Title)

PRECISION BULK TRANSPORT, INC.
(Exact Name of Corporation)

by *A.Y. Bingham, Jr.*
(Signature of President or Vice President)

A.Y. Bingham, Jr., President
(Type or Print Name and Title)



Dated December 16 19 91

attested by *L.J. Wiese*
(Signature of Secretary or Assistant Secretary)

L.J. Wiese, Assistant Secretary
(Type or Print Name and Title)

U.S. BULK, INC.
(Exact Name of Corporation)

by *A.Y. Bingham, Jr.*
(Signature of President or Vice President)

A.Y. Bingham, Jr., President
(Type or Print Name and Title)

Dated December 16 19 91

attested by *L.J. Wiese*
(Signature of Secretary or Assistant Secretary)

L.J. Wiese, Assistant Secretary
(Type or Print Name and Title)

UNLOADING UNLIMITED, INC.
(Exact Name of Corporation)

by *A.Y. Bingham, Jr.*
(Signature of President or Vice President)

A.Y. Bingham, Jr., President
(Type or Print Name and Title)

Dated December 16 19 91

attested by *L.J. Wiese*
(Signature of Secretary or Assistant Secretary)

L.J. Wiese, Assistant Secretary
(Type or Print Name and Title)

OMNIMATIC, INC.
(Exact Name of Corporation)

by *A.Y. Bingham, Jr.*
(Signature of President or Vice President)

A.Y. Bingham, Jr., President
(Type or Print Name and Title)



EXHIBIT A

NAME OF CORPORATION

STATE OF INCORPORATION

Bulkmatic Transport Company	Illinois	4122-523-7
- American Recycled Resources, Inc.	Illinois	5012-149-6
- Bay Bulk Transport, Inc.	Illinois	5483-749-6
- Bulldog Drilling, Inc.	Illinois	5329-453-7
- C. S. Transport, Inc.	North Carolina	-NR
- Managematic, Inc.	Illinois	5193-799-6
- BJ Real Estate, Inc.	Illinois	5507-367-8
- JB, Inc.	Illinois	5362-422-7
- Mickleson Maintenance, Inc.	Illinois	5266-888-3
- North American Tank Cleaning, Inc.	Illinois	5315-029-2
- North American Tank Cleaning (Columbus, GA), Inc.	Illinois	5394-293-8
- North American Tank Cleaning (Toledo, OH), Inc.	Illinois	5484-723-8
Tri-City Tank Wash, Inc.	Delaware	NR
- Precision Bulk Transport, Inc.	Illinois	5622-938-8
- U. S. Bulk, Inc.	Illinois	5424-845-8
- Unloading Unlimited, Inc.	Illinois	5048-897-7
Omnimatic, Inc.	Delaware	NR



PLAN AND AGREEMENT OF MERGER

PLAN AND AGREEMENT OF MERGER ("Agreement of Merger") made as of the 1st day of December, 1991, by and between Bulkmatic Transport Company, an Illinois corporation ("Bulkmatic"), American Recycled Resources, Inc., an Illinois corporation ("ARRI"), Bay Bulk Transport, Inc., an Illinois corporation ("Bay Bulk"), Bulldog Drilling, Inc., an Illinois corporation ("Bulldog"), C. S. Transport, Inc., a North Carolina corporation ("CST"), Managematic, Inc., an Illinois corporation ("Managematic"), BJ Real Estate, Inc., an Illinois corporation ("BJ"), JB, Inc., an Illinois corporation ("JB"), Mickleson Maintenance, Inc., an Illinois corporation ("Mickleson"), North American Tank Cleaning, Inc., an Illinois corporation ("NATC"), North American Tank Cleaning (Columbus, GA), Inc., an Illinois corporation ("NATC-Columbus"), North American Tank Cleaning (Toledo, OH), Inc., an Illinois corporation ("NATC-Toledo"), Tri-City Tank Wash, Inc., a Delaware corporation ("Tri-City"), Precision Bulk Transport, Inc., an Illinois corporation ("Precision"), U. S. Bulk, Inc., an Illinois corporation ("U. S. Bulk"), Unloading Unlimited, Inc., an Illinois corporation ("UUI"), and Omnimatic, Inc., a Delaware corporation ("Omnimatic") (ARRI, Bay Bulk, Bulldog, CST, Managematic, BJ, JB, Mickleson, NATC, NATC-Columbus, NATC-Toledo, Tri-City, Precision, U. S. Bulk, UUI, and Omnimatic shall sometimes hereinafter be referred to collectively as the "Terminating Corporations");

WITNESSETH:

WHEREAS, Bulkmatic has authorized capital stock of 500,000 shares of common stock, without par value, of which 100,001 shares are currently issued and outstanding; and

WHEREAS, ARRI has authorized capital stock of 100,000 shares of common stock, par value \$1.00 per share, of which 2,000 shares are currently issued and outstanding; and

WHEREAS, Bay Bulk has authorized capital stock of 7,500 shares of common stock, par-value \$1.00 per share, of which 1,000 shares are currently issued and outstanding; and

WHEREAS, Bulldog has authorized capital stock of 100,000 shares of common stock, without-par value, of which 1,000 shares are currently issued and outstanding; and

WHEREAS, CST has authorized capital stock of 1,000 shares of common stock, without par value, of which 1,000 shares are currently issued and outstanding; and

WHEREAS, Managematic has authorized capital stock of 100,000 shares of common stock, without par value, of which 1,000 shares are currently issued and outstanding; and

WHEREAS, BJ has authorized capital stock of 1,000 shares of common stock, without par value, of which 1,000 shares are currently issued and outstanding; and

WHEREAS, JB has authorized capital stock of 1,000 shares of common stock, without par value, of which 1,000 shares are currently issued and outstanding; and

WHEREAS, Mickleson has authorized capital stock of 100,000 shares of common stock, without par value, of which 1,000 shares are currently issued and outstanding; and

WHEREAS, NATC has authorized capital stock of 100,000 shares of common stock, without par value, of which 1,000 shares are currently issued and outstanding; and

WHEREAS, NATC-Columbus has authorized capital stock of 100,000 shares of common stock, without par value, of which 1,000 shares are currently issued and outstanding; and

WHEREAS, NATC-Toledo has authorized capital stock of 1,000 shares of common stock, without par value, of which 1,000 shares are currently issued and outstanding; and

WHEREAS, Tri-City has authorized capital stock of 1,000 shares of common stock, without par value, of which 1,000 shares are currently issued and outstanding; and

WHEREAS, Precision has authorized capital stock of 100,000 shares of common stock, without par value, of which 1,000 shares are currently issued and outstanding; and

WHEREAS, U. S. Bulk has authorized capital stock of 100,000 shares of common stock, without par value, of which 1,000 shares are currently issued and outstanding; and

WHEREAS, UII has authorized capital stock of 100,000 shares of common stock, without par value, of which 1,000 shares are currently issued and outstanding; and

WHEREAS, Omnimatic has authorized capital stock of 3,000 shares of common stock, without par value, of which 1,000 shares are currently issued and outstanding; and

WHEREAS, all of the issued and outstanding shares of each of ARRI, Bay Bulk, Bulldog, CST, Managematic, Mickleson, NATC, Precision, U. S. Bulk and UII are owned by Omnimatic, which owns all of the issued and outstanding shares of Bulkmatic; and

WHEREAS, all of the issued and outstanding shares of each of BJ and JB are owned by Managematic; and

WHEREAS, all of the issued and outstanding shares of each of NATC-Columbus, NATC-Toledo and Tri-City are owned by NATC; and

WHEREAS, the respective Boards of Directors of the Terminating Corporations and Bulkmatic (sometimes referred to collectively as the "Constituent Corporations") have determined that it is advisable and in the best interests of said corporations and their respective shareholders that each of the Terminating Corporations be merged with and into Bulkmatic pursuant to this Agreement of Merger; and

WHEREAS, this Agreement of Merger has been duly approved by the respective Boards of Directors and shareholders of all of the Constituent Corporations in accordance with the provisions of the Business Corporation Act of 1983 of the State of Illinois, the Delaware General Corporation Law and the North Carolina Business Corporation Act;

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants, agreements and promises hereinafter set forth, the parties hereby prescribe the terms and conditions of such merger and the mode of carrying the same into effect, as follows:

1. Merger. At the Effective Time (as hereinafter defined) of the merger, each of the Terminating Corporations shall be merged with and into Bulkmatic (the "Merger"), which

shall then be the surviving corporation (sometimes hereinafter referred to as the "Surviving Corporation").

2. Effective Time of Merger. This Agreement of Merger shall be effective as of the close of business on December 31, 1991 (the "Effective Time"), in accordance with the laws of the States of Illinois, Delaware and North Carolina.

3. Effect of Merger. From and after the Effective Time:

(a) The Constituent Corporations shall be a single corporation which shall be Bulkmatic, as the Surviving Corporation, and the separate existence of each of the Terminating Corporations shall cease except to the extent provided by the laws of the States of Illinois, Delaware and North Carolina;

(b) The Articles of Incorporation of Bulkmatic shall not be amended in any respect by reason of this Agreement of Merger, and said Articles of Incorporation as filed with the Secretary of State of Illinois on August 15, 1961, as amended to date, shall constitute the Articles of Incorporation of the Surviving Corporation and shall continue in full force and effect until the same shall be properly amended, altered or repealed in the manner prescribed by the provisions of the Business Corporation Act of 1983 of the State of Illinois and by the By-laws of the surviving Corporations;

(c) The By-laws of Bulkmatic in force and effect at the Effective Time shall constitute the By-laws of the Surviving Corporation and shall continue in full force and effect until the same shall be properly amended, altered or repealed in the manner prescribed by the provisions of the Business Corporation Act of 1983 of the State of Illinois and by the By-laws of the Surviving Corporation;

(d) The directors and officers of Bulkmatic in office at the Effective Time shall continue to be and constitute the directors and officers of the Surviving Corporation, and shall continue to hold their respective directorships and offices until the election and qualification of

their respective successors or until their tenure is otherwise terminated in accordance with the By-laws of the Surviving Corporation in effect from time to time;

(e) The Surviving Corporation shall possess all the rights, privileges, powers and franchises, and shall be subject to all the restrictions, disabilities, obligations and duties of each of the Terminating Corporations, except as otherwise herein provided and except as otherwise provided by law;

(f) The Surviving Corporation shall be vested with all property, real, personal, or mixed, and all debts due to any of the Terminating Corporations on whatever account as well as all other things in action or belonging to each of the Terminating Corporations; and

(g) All property, rights, privileges, powers and franchises of each of the Terminating Corporations shall be thereafter as effectually the property of the Surviving Corporation as they were of each of the Terminating Corporations, but all rights of creditors and all liens upon any property of any of the Terminating Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the Effective Time; and all debts, liabilities, obligations and duties of each of the Terminating Corporations shall thenceforth attach to, and are hereby assumed by, the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities, obligations and duties had been incurred or contracted by it.

4. Shares of Constituent Corporations: At the Effective Time, each of the following events shall be deemed to occur simultaneously:

(a) All of the common shares of each of ARRI, Bay Bulk, Bulldog, CST, Managematic, BJ, JB, Mickleson, NATC, NATC-Columbus, NATC-Toledo, Tri-City, Precision, U. S. Bulk and UUI, then issued and outstanding shall, without any action on the part of any shareholder of any of the Constituent Corporations, or any of the Constituent Corporations, become one (single) common share of the Surviving Corporation.

(b) Each common share of Bulkmatic then issued and outstanding shall, without any action on the part of Omnimatic or Bulkmatic, be reacquired and retired by Bulkmatic.

(c) Each common share of Omnimatic then issued and outstanding shall, without any action on the part of the holders thereof or Omnimatic, become one common share of the Surviving Corporation.

5. Expenses. Bulkmatic, as the Surviving Corporation, shall pay all expenses of carrying this Agreement into effect and accomplishing the mergers herein described.

6. Further Assurances. If at any time or from time to time the Surviving Corporation shall determine or be advised that any further assignment or assurance in law is necessary or desirable to vest in the Surviving Corporation, or perfect its title to, any property or rights of any of the Terminating Corporations, the proper officers and directors of each of the Terminating Corporations shall execute, make and deliver, without further consideration, all such proper assignments and assurances in law and do all other things necessary or desirable to vest or perfect title to such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement of Merger; and the proper officers and directors of the Surviving Corporation are fully authorized in the name of and on behalf of the respective Terminating Corporations, or otherwise, to take any and all such action.

7. Service of Process on Surviving Corporation in Delaware. Bulkmatic, as the Surviving Corporation does hereby agree that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of Tri-City or Omnimatic, as well as for enforcement of any obligation of the Surviving Corporation arising from the merger herein provided for, including any suit or other proceeding to enforce the right of any stockholder of the Tri-City or Omnimatic as and when determined in appraisal proceedings pursuant to the provisions of Section 262 of the General Corporation Law of the State of Delaware; does hereby irrevocably appoint the Secretary of State of the State of Delaware as its agent to accept service of process in any such suit or other proceedings; and does hereby

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Merger to be duly executed by their respective presidents as of the date first above written.

BULK MATIC TRANSPORT COMPANY

By: [Signature]
A.Y. Bingham, Jr.
President

By: [Signature]
L.J. Wiese
Assistant Secretary

C. S. TRANSPORT, INC.

By: [Signature]
A.Y. Bingham, Jr.
President

By: [Signature]
L.J. Wiese
Assistant Secretary

AMERICAN RECYCLED RESOURCES, INC.

By: [Signature]
A.Y. Bingham, Jr.
President

By: [Signature]
L.J. Wiese
Assistant Secretary

MANAGEMENT, INC.

By: [Signature]
A.Y. Bingham, Jr.
President

By: [Signature]
L.J. Wiese
Assistant Secretary

BAY BULK TRANSPORT, INC.

By: [Signature]
A.Y. Bingham, Jr.
President

By: [Signature]
L.J. Wiese
Assistant Secretary

BJ REAL ESTATE, INC.

By: [Signature]
A.Y. Bingham, Jr.
President

By: [Signature]
L.J. Wiese
Assistant Secretary

BULLDOG DRILLING, INC.

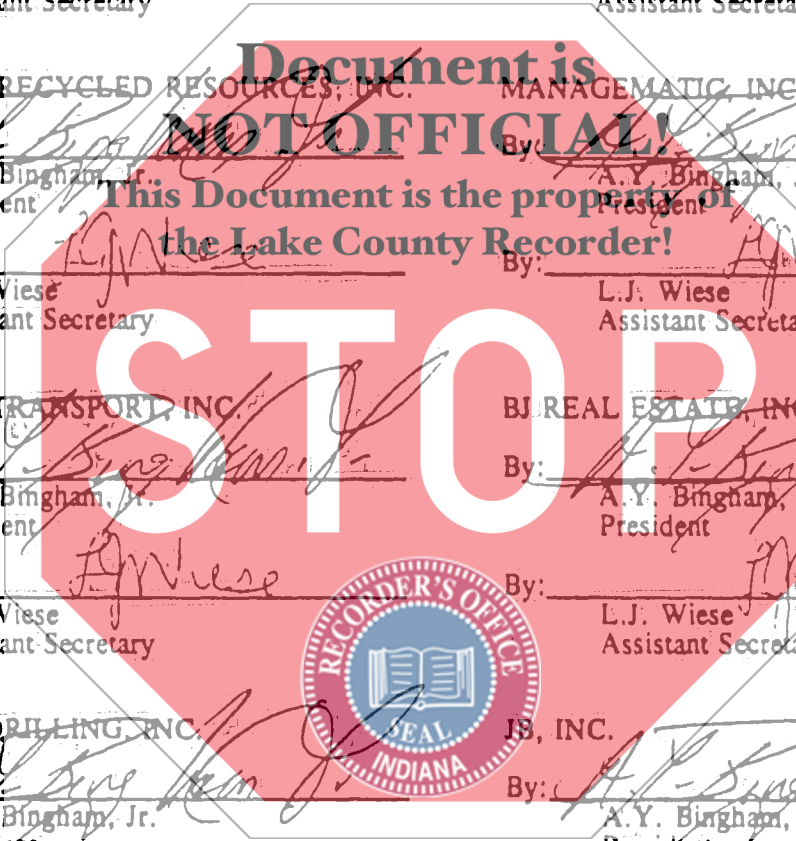
By: [Signature]
A.Y. Bingham, Jr.
President

By: [Signature]
L.J. Wiese
Assistant Secretary

IS, INC.

By: [Signature]
A.Y. Bingham, Jr.
President

By: [Signature]
L.J. Wiese
Assistant Secretary



MICKLESON MAINTENANCE, INC.

By: [Signature]
A.Y. Bingham, Jr.
President

By: [Signature]
L.J. Wiese
Assistant Secretary

PRECISION BULK TRANSPORT, INC.

By: [Signature]
A.Y. Bingham, Jr.
President

By: [Signature]
L.J. Wiese
Assistant Secretary

NORTH AMERICAN TANK CLEANING, INC.

By: [Signature]
A.Y. Bingham, Jr.
President

By: [Signature]
L.J. Wiese
Assistant Secretary

U. S. BULK, INC.

By: [Signature]
A.Y. Bingham, Jr.
President

By: [Signature]
L.J. Wiese
Assistant Secretary

NORTH AMERICAN TANK CLEANING (COLUMBUS, GA), INC.

By: [Signature]
A.Y. Bingham, Jr.
President

By: [Signature]
L.J. Wiese
Assistant Secretary

UNLOADING UNLIMITED, INC.

By: [Signature]
A.Y. Bingham, Jr.
President

By: [Signature]
L.J. Wiese
Assistant Secretary

NORTH AMERICAN TANK CLEANING (TOLEDO, OH), INC.

By: [Signature]
A.Y. Bingham, Jr.
President

By: [Signature]
L.J. Wiese
Assistant Secretary

OMNIMATIC, INC.

By: [Signature]
A.Y. Bingham, Jr.
President

By: [Signature]
L.J. Wiese
Assistant Secretary

TRI-CITY TANK WASH, INC.

By: [Signature]
A.Y. Bingham, Jr.
President

By: [Signature]
L.J. Wiese
Assistant Secretary



specify the following address without the State of Delaware to which a copy of such process shall be mailed by the Secretary of State of the State of Delaware:

Mr. Frank G. Reeder
Vedder, Price, Kaufman & Kammholz
222 North LaSalle Street, Suite 2600
Chicago, Illinois 60601-1003

8. Service of Process on Surviving Corporation in North Carolina. Bulkmatic, as the Surviving Corporation, agrees that it may be served with process in North Carolina in any proceeding for enforcement of any obligation of CST, as well as for enforcement of any obligation of the Surviving Corporation arising from the merger herein provided for, including any suit or other proceeding to enforce the right of any stockholder of CST as and when determined in appraisal proceedings pursuant to Article 13 of the North Carolina Business Corporation Act; does hereby irrevocably appoint the Secretary of State of the State of North Carolina as its agent to accept service of process in any such suit or other proceedings; and does hereby specify the following address without the State of North Carolina to which a copy of such process shall be mailed by the Secretary of State of the State of North Carolina:

Mr. Frank G. Reeder
Vedder, Price, Kaufman & Kammholz
222 North LaSalle Street, Suite 2600
Chicago, Illinois 60601-1003

9. Counterparts. This Agreement of Merger may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute a single agreement.

EXHIBIT C

The Plan and Agreement of Merger was approved, as to each of the following Illinois corporations, by written consent of all the shareholders entitled to vote on the action in accordance with §7.10 and §11.20 of the Business Corporation Act of 1983, as amended:

Bulkmatic Transport Company

American Recycled Resources, Inc.

Bay Bulk Transport, Inc.

Bulldog Drilling, Inc.

Managematic, Inc.

BJ Real Estate, Inc.

JB, Inc.

Mickleston Maintenance, Inc.

North American Tank Cleaning, Inc.

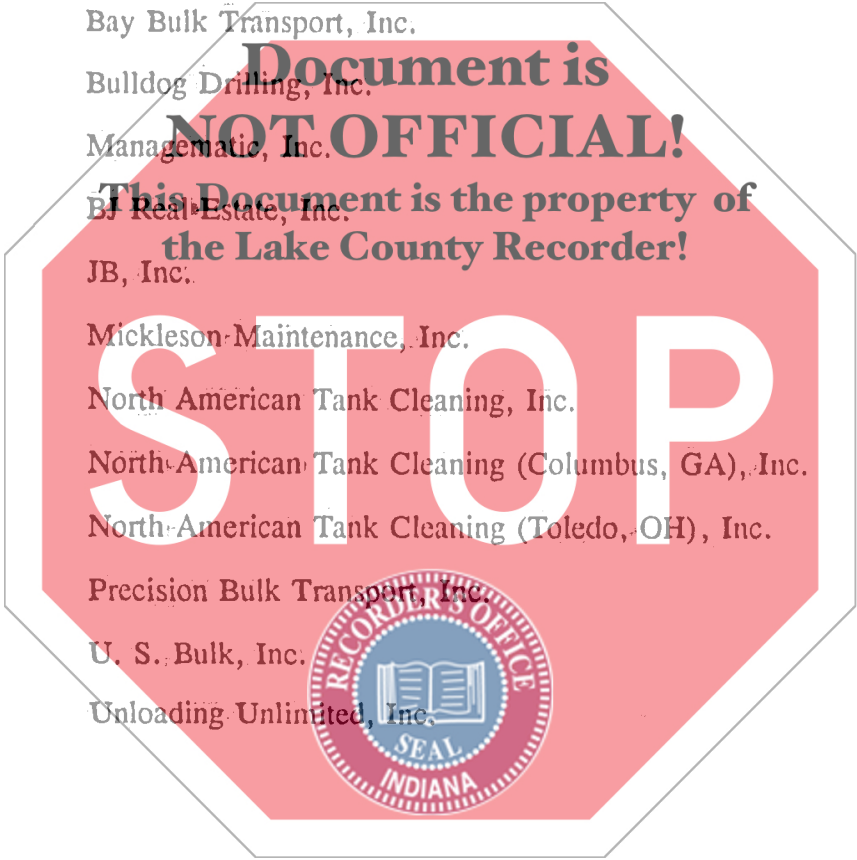
North American Tank Cleaning (Columbus, GA), Inc.

North American Tank Cleaning (Toledo, OH), Inc.

Precision Bulk Transport, Inc.

U. S. Bulk, Inc.

Unloading Unlimited, Inc.



STATE OF ILLINOIS
Office of the Secretary of State

I hereby certify that this is a true and correct copy, consisting of eighteen pages, as taken from the original on file in this office.



George H. Ryan

George H. Ryan
Secretary of State

DATED: 02-10-92

BY: Bob Ecker

