

Form PTO-1595 (Rev. 09/04)
OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

11-23-2004



ET

11/22/04

To the Director of the U.S. Patent

ed documents or the new address(es) below.

102812801

1. Name of conveying party(ies)/Execution Date(s):

Sunroc Corporation

2. Name and address of receiving party(ies)

Name: Sunroc, LLC

Internal Address:

Street Address: 60 Starlifter Avenue

Kent County Aero Park

City: Dover

State: Delaware

Country: USA

Zip: 19901-9254

Execution Date(s) 09/29/2003

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other Corrective Assignment (see attached)
- Merger
- Change of Name

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

6,123,232

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Scott W. Kelley

Internal Address: KELLY LOWRY & KELLEY, LLP

Suite 1850

Street Address: 6320 Canoga Avenue

City: Woodland Hills

State: CA

Zip: 91367

Phone Number: (818)347-7900

Fax Number: (818)340-2859

Email Address: scott@KLKPatentLaw.com

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers 0017
Expiration Date 09/08

b. Deposit Account Number

Authorized User Name

9. Signature:

29 November 2004

Signature

Date

Scott W. Kelley

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

2

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

11/23/2004 ECOOPER 00000283 6123232

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PATENT
REEL: 015428 FRAME: 0266

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

Page 2

3. Nature of conveyance (continued):

The original Assignment submitted was recorded on April 26, 2004, Reel 015251, Frame 0719 (20 pages). The schedule erroneously listed Patent No. 3,123,232, which should be corrected to Patent No. **6,123,232**.

4/26/04

04-28-2004



102731805

Form PTO-1595 (Rev. 10/02)

RE

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Sunroc Corporation

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: 09/29/2003

2. Name and address of receiving party(ies)

Name: SUNROC LLC

Internal Address: _____

Street Address: 60 Starlifter Avenue, Kent County Aero Park

City: Dover State: DE Zip: 19901-9254

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) _____

B. Patent No.(s) _____

Please see attached

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Scott W. Kelley

Internal Address: _____

Kelly Bauersfeld Lowry & Kelley, LLP

Street Address: _____

6320 Canoga Avenue, Suite 1650

City: Woodland Hills State: CA Zip: 91367

6. Total number of applications and patents involved: 23

7. Total fee (37 CFR 3.41).....\$ 920.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Scott W. Kelley

Name of Person Signing

Scott W. Kelley
Signature

04/22/2004

Date

04/27/2004 08:28:05

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Total number of pages including cover sheet, attachments, and documents: 20
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

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920.00 DP

RECORDATION FORM COVER SHEET - PAGE 2

PATENTS ONLY

SECTION B (continued)

Conveying Party: Sunroc Corporation

Receiving Party: SUNROC LLC

<u>DOCKET NO.</u>	<u>DESCRIPTION</u>	<u>REG/PATENT NO.</u>	<u>REG/ISSUE DATE</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
Case Type: Patent (US)					
45843	LIQUID DISPENSER WITH READILY REMOVABLE LIQUID CONTAINER	4,629,096	12/16/1986	06/686,690	12/27/1984
45844	ONE-PIECE HYGIENIC CAP AND LIQUID DISPENSING PROBE	4,699,188	10/13/1987	06/820,261	1/17/1986
45845	BOTTLE WATER COOLER AIR FILTER	4,834,267	5/30/1989	07/115,813	11/2/1987
45846	LIQUID CONTAINER SUPPORT AND HYGIENIC LIQUID DISPENSING SYSTEM	5,121,776	6/16/1992	07/684,642	4/12/1991
45847	HYGIENIC CAP AND LIQUID DISPENSING SYSTEM	5,222,530	6/29/1993	07/684,597	4/12/1991
45848	LIQUID CONTAINER SUPPORT AND HYGIENIC LIQUID DISPENSING SYSTEM	5,222,531	6/29/1993	07/898,570	6/15/1992
45849	HYGIENIC LIQUID DISPENSING SYSTEM	5,284,188	2/8/1994	08/058,529	5/6/1993
45850	TWO-PIECE HYGIENIC CAP AND OPENING PROBE OR FEED TUBE	5,289,854	3/1/1994	08/058,638	5/6/1993
45851	LIQUID CONTAINER SUPPORT AND PROBE-TYPE HYGIENIC LIQUID DISPENSING SYSTEM	5,289,855	3/1/1994	08/058,639	5/6/1993
45852	TWO-PIECE HYGIENIC CAP WITH RESEALABLE PLUG AND TEARABLE SKIRT WITH PULL TAB	5,295,518	3/22/1994	08/058,564	5/6/1993
45853	HYGIENIC LIQUID DISPENSING SYSTEM INCLUDING FEED TUBE OR PROBE FOR OPENING AND RESEALING COAXIAL CAP	5,295,519	3/22/1994	08/058,637	5/6/1993
45854	LIQUID DISPENSING DEVICE	5,493,873	2/27/1996	08/139,414	10/20/1993
45855	CABINET SUPPORTING FRAME FOR LIQUID DISPENSING SYSTEM	5,553,935	9/10/1996	08/139,469	10/20/1993
45856	WATER DISPENSING FEED TUBE WITH IMPROVED FLOW	5,676,278	10/14/1997	08/430,438	4/28/1995
45857	LIQUID DISPENSER DEVICE AND HYGIENIC ADAPTER	6,029,860	2/29/2000	08/756,064	11/25/1996
45858	LIQUID DISPENSER DEVICE AND HYGIENIC ADAPTER THEREFOR	3,123,232	9/26/2000	09/349,758	7/8/1999
46134	LIQUID DISPENSER WITH READILY REMOVABLE RESERVOIR AND ADAPTOR PERMITTING USE WITH VARIOUS DISPENSERS	5,667,103	9/16/1997	08/403,254	3/10/1995
46135	CABINET AND SUPPORTING FRAME FOR LIQUID DISPENSING SYSTEM	5,553,935	9/10/1996	08/139,469	10/20/1993
46143	LIQUID DISPENSER WITH READILY REMOVABLE RESERVOIR AND ADAPTOR PERMITTING USE WITH VARIOUS DISPENSERS	5,911,341	6/15/1999	08/910,374	8/13/1997
46146	BOTTLED WATER COOLER AIR FILTER	4,902,320	2/20/1990	310,234	2/13/1989

RECORDATION FORM COVER SHEET - PAGE 3

PATENTS ONLY

SECTION B (continued)

Conveying Party: Sunroc Corporation

Receiving Party: SUNROC LLC

<u>DOCKET NO.</u>	<u>DESCRIPTION</u>	<u>REG/PATENT NO.</u>	<u>REG/ISSUE DATE</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
Case Type: Patent (US Design)					
46126	BEVERAGE DISPENSING CABINET	366,179	1/16/1996	29/019,300	2/28/1994
46127	LIQUID DISPENSING CABINET	367,797	3/12/1996	29/014,390	10/20/1993
46128	LIQUID DISPENSING CABINET	366,603	2/6/1996	29/014,384	10/20/1993

AGREEMENT AND PLAN OF REORGANIZATION

THIS AGREEMENT AND PLAN OF REORGANIZATION (the "Agreement") is made and entered into on the 29th day of September, 2003, by and among Oasis Corporation, an Ohio corporation ("Oasis"), SRC Acquisition LLC, a Delaware limited liability company and a wholly-owned subsidiary of Oasis ("Merger Sub"), Sunroc Corporation, a Pennsylvania corporation ("Sunroc"), Anthony A. Salamone, the principal stockholder of Sunroc (the "Stockholder"), and the Sunroc stockholders executing this Agreement, other than Anthony A. Salamone (together with the Stockholder, the "Sunroc Stockholders"). Oasis, Merger Sub, Sunroc, the Sunroc Stockholders (including the Stockholder) may be referred to as the "parties".

WITNESSETH:

WHEREAS, the Boards of Directors of Oasis and Sunroc deem it advisable and in the best interests of each corporation and its respective stockholders that Oasis and Sunroc engage in a business combination in order to advance the long-term strategic business interests of Oasis and Sunroc;

WHEREAS, the combination of Oasis and Sunroc shall be effected by the terms of this Agreement through a merger in which the Sunroc Stockholders will become stockholders of Oasis (the "Merger"), and, in furtherance thereof, the Boards of Directors of Oasis and Sunroc have approved the Merger upon the terms and conditions set forth in this Agreement;

WHEREAS, the Stockholder owns beneficially and of record approximately 68.8% of the issued and outstanding shares of capital stock of Sunroc, and the Sunroc Stockholders, in the aggregate, own beneficially and of record 100% of the issued and outstanding shares of capital stock of Sunroc; and

WHEREAS, for federal income tax purposes, it is intended that the Merger shall qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations promulgated thereunder.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below, the parties agree as follows:

ARTICLE I DEFINITIONS; CONSTRUCTION

1.1 Definitions.

The capitalized terms set forth on Exhibit A shall have the meanings set forth therein.

1.2 Construction.

(a) Unless the context otherwise requires, as used in this Agreement: (i) an accounting term not otherwise defined herein has the meaning ascribed to it in accordance with GAAP; (ii) "or" is not exclusive; (iii) "including" and its variants mean "including, without limitation" and its variants; (iv) words defined in the singular have the parallel meaning in the plural and vice versa; (v) words of one gender shall be construed to apply to each gender; (vi) the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement, including the Schedules and Exhibits hereto; and (vii) the terms "Article", "Section", "Exhibit" and "Schedule" refer to the specified Article, Section, Exhibit or Schedule of or to this Agreement.

(b) The Schedules and Exhibits to this Agreement are incorporated herein by reference and made a part hereof for all purposes.

ARTICLE II THE MERGER; CERTAIN RELATED MATTERS

2.1 The Merger.

At the Effective Time, and subject to and upon the terms and conditions of this Agreement and the applicable provisions of the Delaware General Corporation Law (the "DGCL"), the Delaware Limited Liability Company Act (the "DLLCA" and, together with the DGCL, "Delaware Corp. Law") and the Pennsylvania Business Corporation Law of 1988, as amended (the "Pa BCL"), Sunroc shall be merged with and into Merger Sub, and the separate corporate existence of Sunroc shall cease. Merger Sub shall continue as the surviving company in the Merger (sometimes referred to hereinafter as the "Surviving Company") and shall continue its existence as a limited liability company under the laws of the State of Delaware.

2.2 Effective Time.

If all of the conditions precedent to the parties' obligations to consummate the Merger under this Agreement are satisfied or waived in accordance with this Agreement and this Agreement has not been terminated, the parties shall (a) cause a certificate of merger (the "Delaware Certificate of Merger"), in the form agreed to by Sunroc and Oasis, to be duly executed and filed with the Secretary of State of the State of Delaware on the Closing Date, (b) cause articles of merger (the "Pennsylvania Articles of Merger" and, together with the Delaware Certificate of Merger, the "Certificates of Merger"), in the form agreed to by Sunroc and Oasis, to be duly executed and filed with the Department of State of the Commonwealth of Pennsylvania on the Closing Date, and (c) make such other filings as may be required under applicable Legal Requirements to effectuate the Merger. The Merger shall become effective at such time as the Certificates of Merger are duly filed with the Delaware Secretary of State and the Pennsylvania Department of State or at such subsequent time as Oasis and Sunroc shall agree and as shall be specified in the Certificates of Merger. The date and time when the Merger becomes effective is referred to herein as the "Effective Time".

2.3 Effects of the Merger.

At and after the Effective Time, the Merger will have the effects set forth in the applicable provisions of the Delaware Corp. Law and the Pa BCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of Sunroc shall be vested in the Surviving Company, and all the debts, liabilities and duties of Sunroc shall become the debts, liabilities and duties of the Surviving Company.

2.4 Certification of Formation of Merger Sub.

At the Effective Time, the Certificate of Formation of Merger Sub, as in effect immediately prior to the Effective Time, shall be the Certificate of Formation of the Surviving Company, until further amended in accordance with the DLLCA, except that, promptly after the Effective Time, Article I of the Certificate of Formation of the Surviving Company shall be amended and restated in its entirety to read as follows: "The name of this limited liability company is Sunroc LLC".

2.5 LLC Agreement of Merger Sub.

At the Effective Time, the Limited Liability Company Agreement of Merger Sub (the "LLC Agreement"), as in effect immediately prior to the Effective Time, shall be the LLC Agreement of the Surviving Company, and shall continue in full force and effect until thereafter amended in accordance with the DLLCA and the terms of the LLC Agreement, except that, at the Effective Time, the LLC Agreement shall be amended to change the name of the Surviving Company to "Sunroc LLC". The LLC Agreement as in effect at the Effective Time shall be in the form agreed to by Sunroc and Oasis.

2.6 Governance of Merger Sub.

From and after the Effective Time, the Surviving Company shall be governed and managed as a single member limited liability company in accordance with the DLLCA and the terms of the LLC Agreement, as it may be amended from time to time, and Oasis shall be the sole member of the Surviving Company. At the Effective Time, Oasis shall cause the individuals named in Schedule 2.6 to be elected to the offices of the Surviving Company set forth after their names on Schedule 2.6, each to hold office in accordance with the terms of the LLC Agreement.

2.7 Election of the Stockholder as a Director and Officer of Oasis.

At the Effective Time, Oasis shall take such action as may be necessary to elect or appoint the Stockholder a director and the President of the Pressure Cooler Division of Oasis, to hold office in accordance with the Amended and Restated Articles of Incorporation and Code of Regulations of Oasis and the terms and conditions of the Employment Agreement and the Stockholders' Agreement.

2.8 Additional Actions.

If, at any time after the Effective Time, the Surviving Company shall consider or be advised that any further deeds, assignments or assurances or any other acts or things are necessary or desirable (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Company its right, title or interest in, to or under any of the rights, properties or assets of Sunroc, or (b) otherwise to carry out the provisions of this Agreement, Sunroc shall be deemed to have granted to the Surviving Company an irrevocable power of attorney to execute and deliver all such deeds, assignments or assurances, and to take all acts necessary, proper or desirable, to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Company and otherwise to carry out the provisions of this Agreement, and the officers of the Surviving Company are authorized in the name of Sunroc or otherwise to take any and all such actions.

2.9 Tax Consequences.

The parties intend that the Merger will be a tax free reorganization pursuant to Section 368(a)(1)(A) of the Code, and the parties adopt this Agreement, and the transactions to be consummated hereunder, as a "plan of reorganization" within the meaning of Sections 1.368-1(g) and 1.368-3(a) of the Regulations. Each party has consulted with its own tax advisors with respect to the tax consequences of the Merger. No party has made any representations to any other party concerning any of the tax consequences of the Merger, and no party shall be liable to any other party (including, without limitation, to the Sunroc Stockholders) because of any tax consequences resulting from the Merger.

2.10 Excluded Assets.

(a) Prior to the Effective Time, Sunroc shall contribute to a newly formed Delaware limited partnership ("Newco") all right, title and interest of Sunroc in and to (i) the real property owned by Sunroc and located at South Pennell Road and Parkmount Road, Glen Riddle, Pennsylvania (the "Glen Riddle Property"), together with all buildings, structures and other improvements thereon, and all rights, privileges and easements appurtenant thereto, and (ii) a portion of the proceeds received by Sunroc, in an amount not to exceed \$2,043,152, from the settlement of its claims (the "Nestlé Claim") against Nestlé Watercoolers UK Limited ("Nestlé") relating to Springbar activities and the related long term supply contract (the "Supply Contract") (such portion of the settlement proceeds is hereinafter referred to as the "Settlement Proceeds" and, together with the Glen Riddle Property, as the "Excluded Assets"); provided, however, in lieu of distributing all of the Settlement Proceeds to Newco as provided above, Sunroc may, prior to the Effective Time, make a pro rata dividend distribution to the Sunroc Stockholders of up to \$1,843,152 of the Settlement Proceeds, with the balance to be distributed to Newco as provided above. Concurrently with the transfer of the Excluded Assets by Sunroc to Newco, Newco shall, except as set forth below in this Section 2.10(a), assume, effective as of the transfer to it of the Excluded Assets, and shall pay, discharge and perform as and when due, all Liabilities of Sunroc relating to the Glen Riddle Property (the "Glen Riddle Liabilities"). The Glen Riddle Liabilities shall include, without limitation, any Liabilities based upon or arising out of (i) the environmental condition of the Glen Riddle Property, the violation of any Environmental Legal Requirements relating to the ownership, use or operation of the Glen Riddle Property, or the

presence of Hazardous Materials on or under the Glen Riddle Property, or (ii) the Agreement of Sale for Commercial Real Estate, dated March 23, 2000 (as the same has been amended to date), between Sunroc and Scott Cannon for the sale of the Glen Riddle Property. The Glen Riddle Liabilities shall not, however, include any Liabilities of Sunroc for (i) corporate level income Taxes attributable to the Sunroc Distribution, (ii) the Tax Liabilities described on Schedule 2.10(a), or (iii) Liabilities arising out of or relating to the Malvern TCE Superfund site located in Malvern, Pennsylvania, also known as the Chemcene Site, which site is the subject of litigation in the United States District Court for the Eastern District of Pennsylvania, including, without limitation, litigation captioned *United States of America v. Action Manufacturing Company, et al.*, Civil Action No. 99-CV-4402 and identified on Schedule 5.12 of this Agreement (together, the "Malvern Liabilities"), and all such Liabilities shall remain with and continue to be a Liability of Sunroc; provided, however, that nothing herein shall be read or construed as making Sunroc or the Surviving Company liable for any Taxes relating to the transactions contemplated by this Section 2.10 or the Excluded Assets which are payable individually by any Sunroc Stockholder.

(b) Prior to the Effective Time, Sunroc shall make a pro rata dividend distribution to the Sunroc Stockholders of all of the outstanding limited partnership interests in Newco or, alternatively, the Sunroc Stockholders shall otherwise acquire a pro rata interest in Newco directly from Newco in proportion to their respective ownership interests in Sunroc. Any distribution of limited partnership interests in Newco to the Sunroc Stockholders (whether from Sunroc or directly from Newco), together with any distribution of the Settlement Proceeds made directly to the Sunroc Stockholders in accordance with the provisions of Section 2.10(a), is referred to herein as the "Sunroc Distribution". Neither Oasis nor the Surviving Company shall, as a result of the Merger, acquire any right, title or interest in or to Newco or any of the Excluded Assets or assume or have any Liability with respect to Newco or the Glen Riddle Liabilities, except for liabilities of Sunroc for (i) corporate level income Taxes attributable to the Sunroc Distribution, (ii) the Tax Liabilities described on Schedule 2.10(a), and (iii) the Malvern Liabilities.

(c) All actions taken in connection with the formation of Newco, the contribution of the Excluded Assets to Newco, the assumption by Newco of the Glen Riddle Liabilities and the Sunroc Distribution shall be subject to the review and reasonable approval of Oasis, and the contribution of the Excluded Assets and the assumption of the Glen Riddle Liabilities shall be made pursuant to documents and instruments in form and substance reasonably satisfactory to Oasis. Without limiting the generality of the foregoing, such documents and instruments shall (i) provide for the transfer of the Excluded Assets to Newco on an "as-is" basis, (ii) include provisions providing for the indemnification by Newco of Oasis and the Surviving Company from and against any claims relating to the Glen Riddle Liabilities, (iii) include a covenant on the part of Newco to complete any required remediation of environmental matters pertaining to the Glen Riddle Property, and (iv) include provisions comparable to the provisions set forth in Section 7.9.

2.11 Amended and Restated Articles of Incorporation of Oasis.

Prior to the Effective Time, (a) the Articles of Incorporation of Oasis shall be amended and restated in their entirety to be substantially in the form of Exhibit B, and (b) Oasis

shall implement a 22,222.222-for-one split (the "Oasis Stock Split") of its outstanding shares of Class A Common Stock, without par value (the "Class A Oasis Stock"), and of its outstanding shares of Class B Common Stock, without par value (the "Class B Oasis Stock" and, together with the Class A Oasis Stock, the "Oasis Common Stock").

ARTICLE III
CONVERSION OF SECURITIES; MERGER CONSIDERATION; ESCROW

3.1 Conversion of Securities.

As of the Effective Time, by virtue of the Merger and without any action on the part of any holder thereof:

(a) Each share of Common Stock, par value \$1.00 per share, of Sunroc (the "Sunroc Common Stock") issued and outstanding immediately prior to the Effective Time (except for Dissenting Shares and as provided in paragraph (b) below) shall be converted, after giving effect to the Oasis Stock Split, into the right to receive 630,822.19 validly issued, fully paid and non-assessable shares of Class A Oasis Stock and 2,969,892.46 validly issued, fully paid and non-assessable shares of Class B Oasis Stock (the "Exchange Ratio"). All such shares of Sunroc Common Stock, when so converted, automatically shall be cancelled and retired and shall cease to exist.

(b) Each share of Sunroc Common Stock issued and outstanding immediately prior to the Effective Time that is then held in Sunroc's treasury or that is then held by any Subsidiary of Sunroc shall be cancelled and retired and all rights in respect thereof shall cease to exist, without any conversion thereof or payment of any consideration therefor.

(c) The membership interests of Merger Sub that are issued and outstanding immediately prior to the Effective Time shall not be changed or converted as a result of the Merger, but shall remain outstanding as membership interests of the Surviving Company.

Anything herein to the contrary notwithstanding, the Persons who at the Effective Time are the holders of record of all the outstanding certificates which immediately prior to the Effective Time represented outstanding shares of Sunroc Common Stock that were converted into the right to receive shares of Oasis Common Stock pursuant to Section 3.1(a) shall be entitled to receive, in the aggregate, shares of Oasis Common Stock constituting, on a fully diluted basis, (i) 20% of the aggregate number of shares of Class A Oasis Stock, and (ii) 20% of the aggregate number of shares of Class B Oasis Stock issued and outstanding immediately after the completion of the Merger, less that number of shares of Class A Oasis Stock and Class B Oasis Stock that otherwise would be issuable pursuant to Section 3.1(a) with respect to Dissenting Shares, if any. The calculation of such number of shares of Class A Oasis Stock and Class B Oasis Stock shall be made in accordance with the provisions of Schedule 3.1. In the event of any conflict between the provisions of this paragraph and the provisions of Section 3.1(a), the provisions of this paragraph shall control and an appropriate adjustment shall be made to the Exchange Ratio.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

Oasis Corporation

By: [Signature]
Name: ROMAINE E. GIMILAND
Title: CEO

SRC Acquisition LLC

By: [Signature]
Name: ROMAINE E. GIMILAND
Title: PRESIDENT

Sunroc Corporation

By: _____
Name: _____
Title: _____

The Sunroc Stockholders:

Anthony A. Salamone

Ronald Greenwald

F. John Hagele

[Signatures continued on next page]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

Oasis Corporation

By: _____
Name: _____
Title: _____

SRC Acquisition LLC

By: _____
Name: _____
Title: _____

Sunroc Corporation

By: Anthony A. Salamone
Name: Anthony A. Salamone
Title: Resident

The Sunroc Stockholders:

Anthony A. Salamone
Anthony A. Salamone

Ronald Greenwald

F. John Hagele

[Signatures continued on next page]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

Oasis Corporation

By: _____
Name: _____
Title: _____

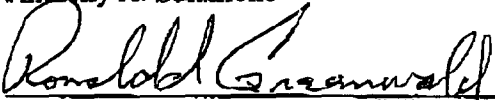
SRC Acquisition LLC

By: _____
Name: _____
Title: _____

Sunroc Corporation

By: _____
Name: _____
Title: _____

The Sunroc Stockholders:

Anthony A. Salamone


Ronald Greenwald

F. John Hagele

[Signatures continued on next page]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

Oasis Corporation

By: _____
Name: _____
Title: _____

SRC Acquisition LLC

By: _____
Name: _____
Title: _____

Sunroc Corporation

By: _____
Name: _____
Title: _____

The Sunroc Stockholders:

Anthony A. Salamone

Ronald Greenwald


F. John Hagele

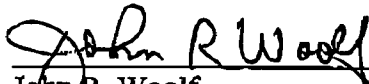
[Signatures continued on next page]

David Kirby

Neil Monney

James N. Nielsen

Mark C. Whitaker

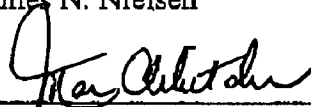


John R. Woolf

David Kirby

Neil Monney

James N. Nielsen



Mark C. Whitaker

John R. Woolf

David Kirby

Neil Monney



James N. Nielsen

Mark C. Whitaker

John R. Woolf

David Kirby

Neil Monney

Neil Monney

James N. Nielsen

Mark C. Whitaker

John R. Woolf



David Kirby

Neil Monney

James N. Nielsen

Mark C. Whitaker

John R. Woolf

NOV 14 2003 14:24 FR WOLF BLOCK
Sent by: Wolf Block

215 977 2346 TO 1841R214193R1614 P.04/04
0000000000; 10/23/03 14:41; #792; Page 3/3

**CERTIFICATE OF AMENDMENT
OF
SRC ACQUISITION LLC
a Delaware limited liability company**

1. The name of the limited liability company is SRC Acquisition LLC.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

FIRST: The name of this limited liability company is:

SUNROC LLC

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment on the 23rd day of October, 2003.

By: Michelle L. Bohan
Michelle Bohan, Secretary

IDOC5:10190.12:462246.1

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:13 PM 10/23/2003
FILED 08:20 PM 10/24/2003
SRV 030682449 - 3706196 FILE

*** TOTAL PAGE.04 ***