



**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

Form 10-QSB

(Mark One)

QUARTERLY REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 2004

TRANSITION REPORT UNDER SECTION 13 OR 15(d) OF THE EXCHANGE ACT

For the transition period from _____ to _____

Commission file number: 333-47924

BLASTGARD INTERNATIONAL, INC.

(Exact name of small business issuer as specified in its charter)

Colorado
(State or other jurisdiction of
incorporation or organization)

84-1506325
(IRS Employer
Identification No.)

12900 Automobile Blvd., Suite D, Clearwater, Florida 33762
(Address of principal executive offices)

(727) 592-9400
(issuer's telephone number)

OPUS RESOURCE GROUP, INC.
(Former name, former address and former fiscal year, if changed since last report)

Check whether the issuer (1) filed all reports required to be filed by Section 13 or 15(d) of the Exchange Act during the past 12 months (or such shorter period that the issuer was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

**APPLICABLE ONLY TO ISSUERS INVOLVED IN BANKRUPTCY
PROCEEDINGS DURING THE PRECEDING FIVE YEARS**

Check whether the issuer filed all documents and reports required to be filed by Section 12, 13 or 15(d) of the Exchange Act after the distribution of securities under a plan confirmed by a court. Yes No

APPLICABLE ONLY TO CORPORATE ISSUERS

State the number of shares outstanding of each of the issuer's classes of common equity, as of the latest practicable date: As of May 10, 2004, the issuer had 19,999,424 shares of \$.001 par value common stock outstanding.

Transitional Small Business Disclosure Format (Check one): Yes No



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BLASTGARD INTERNATIONAL, INC.
(A Development Stage Company)

Condensed Balance Sheet
(Unaudited)

March 31, 2004

Assets

Current Assets:

Cash	\$ 3,139
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Total current assets	<u>3,139</u>
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Property and equipment, net	11,837
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Debt issue costs, net	31,250
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Deferred costs	4,485
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	<u>\$ 50,711</u>
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Liabilities and Shareholders' Deficit

Current Liabilities:

Accounts payable and accrued expenses	\$ 300,128
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Indebtedness to related parties (Note 2)	32,109
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Notes payable (Notes 4)	350,000
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Accrued interest payable (Note 4)	20,750
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Accrued interest payable to shareholder (Note 2)	1,072
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Total current liabilities	<u>704,059</u>
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Shareholders' deficit (Note 5):

Preferred stock, -0- shares outstanding	—
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Common stock, 19,999,424 shares outstanding	19,999
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Outstanding common stock options - 1,928,175	51,900
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Outstanding common stock warrants - 70,000	243,251
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Additional paid-in capital	20,658
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Deficit accumulated during development stage	(989,156)
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Total shareholder's deficit	<u>(653,348)</u>
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	<u>\$ 50,711</u>
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See accompanying notes to condensed financial statements



BLASTGARD INTERNATIONAL, INC.
(A Development Stage Company)
Condensed Statements of Operations
(Unaudited)

	Three Months Ended March 31, 2004	September 26, 2003 (Inception) Through March 31, 2004
Licensing fee revenue	\$ —	\$ 5,000
Operating expenses:		
Stock-based compensation (Note 5):		
Officers and directors	—	12,500
Consulting services	704,000	704,000
Granted stock options	9,400	9,400
General and administrative	203,624	207,779
Contract settlement fee (Note 5)	16,000	16,000
Depreciation and amortization	641	641
Loss on disposal of assets	1,834	1,834
Total operating expenses	935,499	952,154
Operating loss	(935,499)	(947,154)
Interest expense (Note 4)	(42,002)	(42,002)
Loss before income taxes	(977,501)	(989,156)
Income tax provision (Note 3)	—	—
Net loss	\$ (977,501)	\$ (989,156)
Basic and diluted loss per share	\$ (0.05)	
Basic and diluted weighted average common shares outstanding	19,452,714	

* Restated for 1:5 reverse common stock split (see Note 5)

Blastgard International, Inc. was incorporated on September 26, 2003; therefore, there is no comparative period for the three months ended March 31, 2003.

See accompanying notes to condensed financial statements



BLASTGARD INTERNATIONAL, INC.
(A Development Stage Company)
Condensed Statement of Changes in Shareholders' Deficit
(Unaudited)

	Common Stock		Outstanding Common Stock Options	Outstanding Common Stock Warrants	Additional Paid-In Capital	Deficit Accumulated During Development Stage	Total
	Shares	Par Value					
Balance at January 1, 2004	61,880,000	\$ 61,880	\$ —	\$ —	\$ (49,380)	\$ (11,655)	\$ 845
January 2004, sale of common stock (Note 5)	29,120,000	29,120	—	—	(28,800)	—	320
January 2004, stock issued to acquire the net liabilities of OPUS Resource Group (Note 1)	4,396,903	4,397	223,308	293,250	(1,127,367)	—	(606,412)
January 31, 2004, following reverse business combination	95,396,903	95,397	223,308	293,250	(1,205,547)	(11,655)	(605,247)
February 2004, sale of common stock (Note 5)	1,000,000	1,000	—	—	199,000	—	200,000
February 2004, granted stock options (Note 5)	—	—	9,400	—	—	—	9,400
March 2004, expired stock options and warrants (Note 5)	—	—	(180,808)	(49,999)	230,807	—	—
March 2004, stock issued in exchange for consulting services (Note 5)	3,520,000	3,520	—	—	700,480	—	704,000
March 2004, reverse stock split (Note 5)	(79,933,479)	(79,934)	—	—	79,934	—	—
March 2004, stock issued as payment for contract settlement fee (Note 5)	16,000	16	—	—	15,984	—	16,000
Net loss for the three months ended March 31, 2004	—	—	—	—	—	(977,501)	(977,501)
Balance at March 31, 2004	19,999,424	\$ 19,999	\$ 51,900	\$ 243,251	\$ 20,658	\$ (989,156)	\$(653,348)

See accompanying notes to condensed financial statements



BLASTGARD INTERNATIONAL, INC.
(A Development Stage Company)
Condensed Statements of Cash Flows
(Unaudited)

	Three Months Ended March 31, 2004	September 26, 2003 (Inception) Through March 31, 2004
Net cash used in operating activities	\$(186,852)	\$ (182,367)
Cash flows from investing activities:		
Payments for deferred costs	—	(4,485)
Purchases of property and equipment	(10,329)	(10,329)
Net cash used in investing activities	(10,329)	(14,814)
Cash flows from financing activities:		
Proceeds from the sale of common stock (Note 5)	200,320	200,320
Proceeds from director loans	—	—
Net cash provided by financing activities	200,320	200,320
Net change in cash.	3,139	3,139
Cash, beginning of period	—	—
Cash, end of period	\$ 3,139	\$ 3,139
Supplemental disclosure of cash flow information:		
Cash paid for:		
Income taxes	\$ 2,500	\$ 2,500
Interest	\$ —	\$ —

Blastgard International, Inc. was incorporated on September 26, 2003; therefore, there is no comparative period for the three months ended March 31, 2003.

See accompanying notes to condensed financial statements



BLASTGARD INTERNATIONAL, INC.
(A Development Stage Company)
Notes to Condensed Financial Statements
(Unaudited)

Note 1: Basis of presentation

The financial statements presented herein have been prepared by the Company in accordance with the accounting policies in its Form 10-KSB dated December 31, 2003, and should be read in conjunction with the notes thereto.

In the opinion of management, all adjustments (consisting only of normal recurring adjustments) which are necessary to provide a fair presentation of operating results for the interim periods presented have been made. The results of operations for the periods presented are not necessarily indicative of the results to be expected for the year.

Financial data presented herein are unaudited.

Agreement and Plan of Reorganization

On January 31, 2004, Opus Resource Group, Inc. ("OPUS"), the former Registrant, entered into an Agreement and Plan of Reorganization (the "Agreement") with BlastGard Technologies, Inc. ("BTI"), a Florida corporation. Under the terms of the Agreement, OPUS agreed to acquire all of the issued and outstanding common stock of BTI in exchange for 91,000,000 (pre-split) shares of its common stock. Following the acquisition, the former shareholders of BTI held approximately 94.4 percent of the Company's outstanding common stock, resulting in a change in control. In addition, BTI became a wholly-owned subsidiary of OPUS. However, for accounting purposes, the acquisition has been treated as a recapitalization of BTI, with OPUS the legal surviving entity. Since OPUS had minimal assets and no operations, the recapitalization has been accounted for as the sale of 4,396,903 shares of BTI common stock for the net liabilities of OPUS. Therefore, the historical financial information prior to the date of the reverse business acquisition, is the financial information of BTI.

On March 31, 2004, OPUS changed its name to BlastGard International, Inc.

The Company is in the development stage in accordance with Statements of Financial Accounting Standards (SFAS) No. 7 "Accounting and Reporting by Development Stage Enterprises". As of March 31, 2004, the Company has devoted substantially all of its efforts to financial planning, raising capital and developing markets.

Note 2: Related party transactions

During the three months ended March 31, 2004, officers paid expenses on behalf of the Company totaling \$7,356 and advanced the Company an additional \$27,000. Prior to March 31, 2004, the Company repaid the officers \$3,688. The remaining balance of \$30,668 is included in the accompanying condensed financial statements as "Indebtedness to related parties".

As part of the reverse business acquisition, the Company obtained two liabilities owed to related parties. The Company owes a former officer \$1,441 for expenses paid on behalf of the Company, which is included in the accompanying condensed financial statements as "Indebtedness to related parties". The Company also owes a shareholder \$1,072 in accrued interest on a loan that was repaid during December 2002.



BLASTGARD INTERNATIONAL, INC.
(A Development Stage Company)
Notes to Condensed Financial Statements
(Unaudited)

Note 3: Income taxes

The Company records its income taxes in accordance with Statement of Financial Accounting Standard No. 109, "Accounting for Income Taxes". The Company incurred net operating losses during all periods presented resulting in a deferred tax asset, which was fully allowed for; therefore, the net benefit and expense resulted in no income taxes.

Note 4: Notes Payable

The Company's promissory notes payable consist of the following at March 31, 2004:

Promissory note payable, 10 percent interest rate, matures June 30, 2004	\$250,000
Promissory note payable, 10 percent interest rate, matures March 31, 2004, unsecured	100,000
	<hr/>
	\$375,000
	<hr/>

The Company has capitalized debt issue costs totaling \$125,000 related to the \$250,000 promissory note, of which \$93,750 was amortized to interest expense as of March 31, 2004.

Accrued interest payable on the notes totaled \$20,750 at March 31, 2004.

Note 5: Shareholders' deficit

During January 2004, prior to the recapitalization, BTI sold 29,120,000 shares (5,824,000 post-split) of its common stock to unrelated, third-party investors for \$320.

During February 2004, the Company sold 1,000,000 shares (200,000 post-split) of its common stock to unrelated, third-party investors for \$200,000, or \$.20 per share.

On March 30, 2004, the Company issued 3,520,000 shares (704,000 post-split) of its common stock in exchange for business consulting services. The common stock was valued at \$.20 per share (pre-split) on the transaction date based on contemporaneous sales of stock to unrelated third-party investors. Stock-based compensation expense of \$704,000 was recognized in the accompanying condensed financial statements for the three months ended March 31, 2004.

On March 12, 2004, the Company's Board of Directors declared a 1 for 5 reverse split of its \$.001 par value common stock for shareholders of record on March 31, 2004. The stock split reduced the number of common shares outstanding from 99,916,903 to 19,983,424 on March 31, 2004.

On March 31, 2004, the Company issued 16,000 shares (post-split) of its common stock to settle a disputed contract. The common stock was valued at \$1.00 per share (post-split) on the transaction date based on contemporaneous sales of stock to unrelated third-party investors. The \$16,000 fee is included in the accompanying condensed financial statements as "Contract settlement fee".



BLASTGARD INTERNATIONAL, INC.
 (A Development Stage Company)
Notes to Condensed Financial Statements
 (Unaudited)

Options granted to non-employees, accounted for under the fair value method

On February 17, 2004, the Company granted a consultant options to purchase an aggregate of 40,000 shares (post-split) of the Company's common stock at an exercise price of \$2.00 per share. Half of the options vested on the date of grant, the remaining 20,000 options vest on January 1, 2005. The options expire on December 31, 2007. On February 17, 2004 the market value of the stock was \$.75 per share. The Company determined that the options had a fair value of approximately \$.47 per share, or \$18,800, in accordance with SFAS 123. As a result, \$9,400 was recorded as stock-based compensation in the accompanying condensed financial statements for the 20,000 options that had vested as of March 31, 2004.

Options granted to employees, accounted for under the intrinsic value method

On January 31, 2004, the Company granted its officers options to purchase an aggregate of 1,860,000 shares (post-split) of the Company's common stock at an exercise price of \$2.00 per share. The options vest as follows:

<u>Number of Options</u>	<u>Date Vested</u>
40,000	February 23, 2004
600,000	June 1, 2004
630,000	January 1, 2005
590,000	January 1, 2006
<u>1,860,000</u>	

The options expire on December 31, 2007. There were no options granted with exercise prices that equaled or were less than the fair value of the underlying stock on the date of grant.

On January 31, 2004 the market value of the stock was \$1.07 per share. The Company determined that the options had a fair value of approximately \$.70 per share, or \$1,310,360, in accordance with SFAS 123. Had compensation expense been recorded based on the fair value at the grant date, and charged to expense over vesting periods, consistent with the provisions of SFAS 123, the Company's net loss and net loss per share would have increased to the pro forma amounts indicated below:

	<u>March 31, 2004</u>
Net loss, as reported	\$ (277,289)
Decrease due to:	
Employee stock options	(1,310,360)
Pro forma net loss	\$(1,587,649)
As reported:	
Net loss per share - basic and diluted	\$ (0.01)
Pro Forma:	
Net loss per share - basic and diluted	\$ (0.08)



BLASTGARD INTERNATIONAL, INC.
 (A Development Stage Company)

Notes to Condensed Financial Statements
 (Unaudited)

Following is a schedule of changes in common stock options and warrants for the three months ended March 31, 2004:

<u>Description</u>	<u>Options</u>	<u>Warrants</u>
Outstanding at December 31, 2003	670,433	250,000
Granted	1,900,000	—
Expired	(529,558)	—
March 2004 reverse stock split	(112,700)	(180,000)
Outstanding at March 31, 2004	1,928,175	70,000



Item 2. Plan of operation

Statements contained herein that are not historical facts are forward-looking statements as that term is defined by the Private Securities Litigation Reform Act of 1995. Although the Company believes that the expectations reflected in such forward-looking statements are reasonable, the forward-looking statements are subject to risks and uncertainties that could cause actual results to differ from those projected. The Company cautions investors that any forward-looking statements made by the Company are not guarantees of future performance and that actual results may differ materially from those in the forward-looking statements. Such risks and uncertainties include, without limitation: well-established competitors who have substantially greater financial resources and longer operating histories, regulatory delays or denials, ability to compete as a start-up company in a highly competitive market, and access to sources of capital.

The following discussion should be read in conjunction with the Company's financial statements and notes thereto included elsewhere in this Form 10-QSB. Except for the historical information contained herein, the discussion in this Form 10-QSB contains certain forward looking statements that involve risks and uncertainties, such as statements of the Company's plans, objectives, expectations and intentions. The cautionary statements made in this Form 10-QSB should be read as being applicable to all related forward-looking statements wherever they appear herein. The Company's actual results could differ materially from those discussed here.

The financial information furnished herein has not been audited by an independent accountant; however, in the opinion of management, all adjustments (only consisting of normal recurring accruals) necessary for a fair presentation of the results of operations for the period ended March 31, 2004, have been included.

Reorganization with BlastGard Technologies, Inc.

On January 31, 2004, pursuant to an Agreement and Plan of Reorganization ("Reorganization Agreement"), the Company acquired 100% of the issued and outstanding common stock of BlastGard Technologies, Inc. ("BTI"), a Florida corporation, from BTI's shareholders, in exchange for an aggregate of 91,000,000 shares of the Company's common stock. BTI is a development stage company that was created to develop, design, manufacture, and market proprietary blast mitigation materials. BTI's patent-pending BlastWrap™ technology is designed to effectively mitigate blasts and suppress fires resulting from explosions. As a result of the Reorganization Agreement, a change in control and change in management of the Company occurred and BTI became a wholly-owned subsidiary of the Company. The Reorganization Agreement also provided that the Company hold a shareholders meeting to (i) change the name of the corporation to BlastGard International, Inc., and (ii) approve a reverse split of the outstanding common stock on a 5:1 basis. A Special Shareholder meeting was held on March 12, 2004, and both proposals were approved. The name change and the reverse split of the outstanding common stock became effective on March 31, 2004.

The Company intends to focus exclusively on the business plan of BTI. BTI was formed on September 26, 2003, and is a development stage company. BTI's audited financial statements do not reflect any material operations, revenues or liabilities. BTI acquired its only significant asset, a patent application for BlastWrap™, in January 2004.

Financial Results

Pursuant to the Reorganization Agreement, BTI became a wholly-owned subsidiary of the Company. However, for accounting purposes, the acquisition has been treated as a recapitalization of BTI, with the Company the legal surviving entity.

The Company is considered a development stage company and has not record any revenues from inception to date. At March 31, 2004, the Company had a retained deficit of \$989,156, and cash on hand of \$3,139. The Company is in immediate need of financing, as described below.

In February 2004, the Company raised \$200,000 by selling 200,000 (as adjusted to reflect the 5:1 reverse split of the outstanding common stock that occurred on March 31, 2004, as described in Part II, Item 2, below) pre-split shares of its common stock to five investors. As of the end of the quarter, substantially all of these funds had been used, primarily to compensate employees and consultants.



During the quarter the Company issued an aggregate of 720,000 shares (as adjusted to reflect the 5:1 reverse split of the outstanding common stock that occurred on March 31, 2004, as described in Part II, Item 2, below) to six persons as compensation for services rendered. The Statement of Operations for the quarter reflects a charge of \$704,000 as stock based compensation for consulting services, and \$16,000 as a contract settlement fee (for services rendered).

Immediate Need of Funding

Subsequent to the end of the quarter covered by this report, the Company commenced a private placement offering to accredited investors to raise up to \$3 million through the sale of common stock at \$1.50 per share. As of the date of filing of this report, approximately \$300,000 has been raised. There can be no assurance, however, that market conditions will permit the Company to raise sufficient funds or that additional financing will be available when needed or on terms acceptable to the Company.

The Company is in immediate need of funding. There can be no assurance that the Company will be able to continue as a going concern or achieve material revenues or profitable operations.

Item 3. Controls and Procedures

Based on their most recent evaluation, which was completed as of the end of the period covered by this periodic report on Form 10-QSB, the Company's Chief Executive Officer and Chief Financial Officer believe the Company's disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) are effective to ensure that information required to be disclosed by the Company in this report is accumulated and communicated to the Company's management, including its principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure. During the fiscal quarter to which this report relates, there were no significant changes in the Company's internal controls or other factors that could significantly affect these controls subsequent to the date of their evaluation and there were no corrective actions with regard to significant deficiencies and material weaknesses.



PART II – OTHER INFORMATION

Item 1. Legal Proceedings. None.

Item 2. Changes in Securities and Use of Proceeds.

In January 2004, former management caused the Company to issue an aggregate of 1,187,300 shares of its restricted common stock to five persons in settlement of outstanding debt (745,250 shares issued in settlement of outstanding salary and consulting fees, and 442,050 shares issued in settlement of outstanding loans, expenses and interest. Included in these were shares issued to Robert P. Gordon, an officer and director of the Company at that time (130,000 shares were issued in settlement of \$13,000 in accrued salary and 72,000 shares were issued in settlement of \$7,200 in accrued rent expense); and Paul W. Henry, a director of the Company at that time (330,000 shares were issued in settlement of \$33,000 in accrued consulting fees). The Company believes these transactions were exempt from registration under Section 4(2) of the Securities Act of 1933. The transactions did not involve a public offering, no sales commissions were paid, and a restrictive legend was placed on the certificates evidencing the shares.

On January 31, 2004, the Company acquired 100% of the issued and outstanding common stock of BlastGard Technologies, Inc, a Florida corporation (“BTI”), from the nine shareholders of BTI in exchange for an aggregate of 91,000,000 shares of the Company’s common stock pursuant to an Agreement and Plan of Reorganization. The Company believes this transaction was exempt from registration under Section 4(2) of the Securities Act of 1933. The transaction did not involve a public offering, no sales commissions were paid, and a restrictive legend was placed on each certificate evidencing the shares.

In February 2004, the Company sold 1,000,000 shares of its restricted common stock to five investors, with gross proceeds to the Company of \$200,000. The Company believes this private placement was exempt from registration under Section 4(2) of the Securities Act of 1933. The transaction did not involve a public offering, no sales commissions were paid, and a restrictive legend was placed on each certificate evidencing the shares.

On March 31, 2004, the Company effected a 5:1 reverse split of the outstanding common stock. Pursuant to the reverse split: 1) every five outstanding pre-split shares were exchanged for one post-split share; 2) fractional shares created as a result of the reverse-split were rounded up to the nearest whole share; 3) the number of shares authorized remained 100,000,000; and 4) the par value per share remained \$.001.

Item 3. Defaults Upon Senior Securities. None.

Item 4. Submission of Matters to a Vote of Security Holders

The Company held a special meeting of Stockholders on March 12, 2004. Only holders of record as of February 12, 2004, representing an aggregate of 95,396,903 (pre-split) shares, were eligible to vote, and proxies were not solicited. The purpose of the meeting was to vote on the following proposals, both of which were passed:

Proposal 1: To amend the Articles of Incorporation to change of the name of the Company from Opus Resource Group, Inc. to BlastGard International, Inc.

<u>For</u>	<u>Against</u>	<u>Abstain</u>
61,880,000	-0-	-0-

Proposal 2: Approval of the 5:1 reverse split of the Company’s outstanding common stock:

<u>For</u>	<u>Against</u>	<u>Abstain</u>
61,880,000	-0-	-0-

March 31, 2004, was the effective date of the name change and the reverse-split of the outstanding common stock.

**Item 5. Other Information.**

As more fully described above in Item 4 (Submission of Matters to a Vote of Security Holders), effective March 31, 2004, the Company's name changed to BlastGard International, Inc., and a 5:1 reverse split of the outstanding common stock was effected.

Effective January 31, 2004, the Company entered into employment contracts with each of its three new officers: James F. Gordon, Michael J. Gordon, and John L. Waddell, Jr. Copies of the agreements are included as exhibits to this report.

On April 20, 2004, the Company established an advisory board with respect to internal operations, which includes advice regarding: a) the formation of corporate goals and their implementation; b) the financial structure, programs, and projects of the Company; c) corporate organization and personnel; and d) rendering advice with respect to any acquisition program of the Company. The Company has engaged Elliott H. Cole, a partner at Patton Boggs, a Washington, D.C. - based full-service law firm that specializes in international and trade law; and Colonel John C. Garrett, a Defense/Security advisor at Patton Boggs, as the initial members of the advisory board.

On April 27, 2004, the Company hired Kevin Sharpe as Vice President - Engineering & Product Development, effective May 1, 2004. Mr. Sharpe was with Dstl/DERA (Defence Science and Technology Laboratory (an agency of the UK Ministry of Defence) and Defence Evaluation and Research Agency), where Mr. Sharpe held a series of increasingly responsible positions during his twenty-three year employment in explosive engineering, structural response to blast loading and ballistic impact, explosives and munitions design and ordnance disposal.

Item 6. Exhibits and Reports on Form 8-K

(a) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
2.4	Agreement and Plan of Reorganization dated January 31, 2004, by and among the Registrant, BlastGard Technologies, Inc., ("BTI") and the shareholders of BTI. (Incorporated by reference to Exhibit 2.4 to the Company's current report on Form 8-K dated January 31, 2004.)
3.7	The Company's Articles of Incorporation, as amended and currently in effect. (Filed herewith).
3.8	The Company's Bylaws, as amended and currently in effect. (Filed herewith).
10.9	IDMedical.com, Inc. 2002 Stock Plan (Incorporated by reference to Exhibit 10.9 of the Company's Registration Statement on Form S-8, SEC File No. 333-84002, filed March 8, 2002).
10.12	Amendment dated March 24, 2004, to the IDMedical.com, Inc. 2002 Stock Plan. (Incorporated by reference to Exhibit 10.12 of the Company's Registration Statement on Form S-8, SEC File No. 333-113994 filed March 29, 2004.)
10.13	Employment Agreement with James F. Gordon dated January 31, 2004. (Filed herewith.)
10.14	Employment Agreement with Michael J. Gordon dated January 31, 2004. (Filed herewith.)
10.15	Employment Agreement with John L. Waddell, Jr. dated January 31, 2004. (Filed herewith.)



<u>Exhibit Number</u>	<u>Description</u>
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- | | |
|------|---|
| 31.1 | Section 302 Certification by the Corporation's Chief Executive Officer. (Filed herewith). |
| 31.2 | Section 302 Certification by the Corporation's Chief Financial Officer. (Filed herewith). |
| 32.1 | Section 906 Certification by the Corporation's Chief Executive Officer. (Filed herewith). |
| 32.2 | Section 906 Certification by the Corporation's Chief Financial Officer. (Filed herewith). |

(b) Reports on Form 8-K

On February 10, 2004, the Company filed a current report on Form 8-K (report dated January 31, 2004) to report that the Company acquired 100% of the issued and outstanding common stock of BlastGard Technologies, Inc.

On March 26, 2004, the Company filed an amended current report on Form 8-K/A-1 (report dated January 31, 2004) to provide the required financial information for the acquisition of BlastGard Technologies, Inc.



SIGNATURES

Pursuant to the requirements of the Securities and Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

BLASTGARD INTERNATIONAL, INC.

Dated: May 14, 2004

By: /s/ James F. Gordon

James F. Gordon, Chief Executive Officer

Dated: May 14, 2004

By: /s/ Michael J. Gordon

Michael J. Gordon, Chief Financial Officer



EXHIBIT INDEX

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3.7	The Company's Articles of Incorporation, as amended and currently in effect. (Filed herewith).
3.8	The Company's Bylaws, as amended and currently in effect. (Filed herewith).
10.9	IDMedical.com, Inc. 2002 Stock Plan (Incorporated by reference to Exhibit 10.9 of the Company's Registration Statement on Form S-8, SEC File No. 333-84002, filed March 8, 2002).
10.12	Amendment dated March 24, 2004, to the IDMedical.com, Inc. 2002 Stock Plan. (Incorporated by reference to Exhibit 10.12 of the Company's Registration Statement on Form S-8, SEC File No. 333-113994 filed March 29, 2004.)
10.13	Employment Agreement with James F. Gordon dated January 31, 2004. (Filed herewith.)
10.14	Employment Agreement with Michael J. Gordon dated January 31, 2004. (Filed herewith.)
10.15	Employment Agreement with John L. Waddell, Jr. dated January 31, 2004. (Filed herewith.)
31.1	Section 302 Certification by the Corporation's Chief Executive Officer. (Filed herewith).
31.2	Section 302 Certification by the Corporation's Chief Financial Officer. (Filed herewith).
32.1	Section 906 Certification by the Corporation's Chief Executive Officer. (Filed herewith).
32.2	Section 906 Certification by the Corporation's Chief Financial Officer. (Filed herewith).



EXHIBIT 3.7

**ARTICLES OF AMENDMENT TO
ARTICLES OF INCORPORATION (PROFIT)**

Form 205 Revised October 1, 2002
 Filing fee: **\$25.00**
 Deliver to: Colorado Secretary of State
 Business Division
 1560 Broadway, Suite 200
 Denver, CO 80202-5169

This document must be typed or machine printed
 Copies of filed documents may be obtained at www.sos.state.co.us **ABOVE SPACE FOR OFFICE USE ONLY**

Pursuant to § 7-110-106 and part 3 of article 90 of title 7, Colorado Revised Statutes (C.R.S.), these Articles of Amendment to its Articles of Incorporation are delivered to the Colorado Secretary of State for filing.

1. The name of the corporation is: Opus Resource Group, Inc.
 (If changing the name of the corporation, indicate name of corporation BEFORE the name change)
2. The date the following amendment(s) to the Articles of Incorporation was adopted: March 12, 2004
3. The text of each amendment adopted (include attachment if additional space needed):
 The first sentence of Article First: Name and Principal Address is amended to read as follows
 "The corporate name and style of this Corporation is BlastGard International, Inc."
4. If changing the corporation name, the new name of the corporation is: BlastGard International, Inc.
5. If providing for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself: N/A
6. Indicate manner in which amendment(s) was adopted (mark only one):
 - No shares have been issued or Directors elected - Adopted by Incorporator(s)
 - No shares have been issued but Directors have been elected - Adopted by the board of directors
 - Shares have been issued but shareholder action was not required - Adopted by the board of directors
 - Number of votes cast for the amendment(s) by each voting group entitled to vote separately on the amendment(s) was sufficient for approval by that voting group - Adopted by the shareholders
7. Effective date (if not to be effective upon filing) March 31, 2004 (Not to exceed 90 days)
8. The (a) name or names, and (b) mailing address or addresses, of any one or more of the individuals who cause this document to be delivered for filing, and to whom the Secretary of State may deliver notice if filing of this document is refused, are:
 Troy A. Young, Esq., Futro & Associates, P.C., 1401 17th Street, Suite 1150, Denver, Colorado 80202

Causing a document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgement of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed or the act and deed of the entity on whose behalf the individual is causing the document to be delivered for filing and that the facts stated in the document are true.

Disclaimer: This form and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form. Questions should be addressed to the user's attorney.



ARTICLES OF AMENDMENT TO
ARTICLES OF INCORPORATION (PROFIT)

Form 205 Revised October 1, 2002
Filing fee: **\$25.00**
Deliver to: Colorado Secretary of State
Business Division
1560 Broadway, Suite 200
Denver, CO 80202-5169

This document must be typed or machine printed
Copies of filed documents may be obtained at www.sos.state.co.us ABOVE SPACE FOR OFFICE USE ONLY

Pursuant to § 7-110-106 and part 3 of article 90 of title 7, Colorado Revised Statutes (C.R.S.), these Articles of Amendment to its Articles of Incorporation are delivered to the Colorado Secretary of State for filing.

1. The name of the corporation is: Opus Media Group, Inc.
(If changing the name of the corporation, indicate name of corporation BEFORE the name change)
2. The date the following amendment(s) to the Articles of Incorporation was adopted: 08/12/03
3. The text of each amendment adopted (include attachment if additional space needed):
The first sentence of Article First: Name and Principal Address is amended to read as follows
"The corporate name and style of this Corporation is Opus Resource Group, Inc."
4. If changing the corporation name, the new name of the corporation is: Opus Resource Group, Inc.
5. If providing for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself: N/A
6. Indicate manner in which amendment(s) was adopted (mark only one):
 - No shares have been issued or Directors elected - Adopted by Incorporator(s)
 - No shares have been issued but Directors have been elected - Adopted by the board of directors
 - Shares have been issued but shareholder action was not required - Adopted by the board of directors
 - Number of votes cast for the amendment(s) by each voting group entitled to vote separately on the amendment(s) was sufficient for approval by that voting group - Adopted by the shareholders
7. Effective date (if not to be effective upon filing) Sep 29, 2003 (Not to exceed 90 days)

8. The (a) name or names, and (b) mailing address or addresses, of any one or more of the individuals who cause this document to be delivered for filing, and to whom the Secretary of State may deliver notice if filing of this document is refused, are:
Troy A. Young, Esq., Futro & Trauernicht LLC, 1401 17th Street, Suite 1150, Denver, Colorado 80202

Causing a document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgement of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed or the act and deed of the entity on whose behalf the individual is causing the document to be delivered for filing and that the facts stated in the document are true.

Disclaimer: This form and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form. Questions should be addressed to the user's attorney.



Pursuant to § 7-110-106, Colorado Revised Statutes (C.R.S.), the individual named below causes these Articles of Amendment to its Articles of Incorporation to be delivered to the Colorado Secretary of State for filing, and states as follows:

1. The name of the corporation is: IDMEDICAL.com. Inc.
(If changing the name of the corporation, indicate name of corporation BEFORE the name change)
2. The date the following amendment(s) to the Articles of Incorporation was adopted: September 12, 2002
3. The text of each amendment adopted (include attachment if additional space needed):
The first sentence of Article First: Name and Principal Address is amended to read as follows
"The corporate name and style of this Corporation is Opus Media Group,. Inc
4. If *changing* the corporation name, the *new name* of the corporation is: Opus Media Group, Inc.
5. If providing for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself: N/A
6. Indicate manner in which amendment(s) was adopted (mark only one):
 - No shares have been issued or Directors elected - Adopted by Incorporator(s)
 - No shares have been issued but Directors have been elected - Adopted by the board of directors
 - Shares have been issued but shareholder action was not required - Adopted by the board of directors
 - Number of votes cast for the amendment(s) by each voting group entitled to vote separately on the amendment(s) was sufficient for approval by that voting group - Adopted by the shareholders
7. Effective date (if not to be effective upon filing) October 1, 2002 *(Not to exceed 90 days)*
8. The (a) name or names, and (b) mailing address or addresses, of any one or more of the individuals who cause this document to be delivered for filing, and to whom the Secretary of State may deliver notice if filing of this document is refused, are:

Troy A. Young, Esq., Futro & Trauernicht LLC, 1401 17th Street, Suite 1150, Denver, Colorado 80202

OPTIONAL. The electronic mail and/or Internet address for this entity is/are: e-mail _____ Web site _____

The Colorado Secretary of State may contact the following authorized person regarding this document:

name _____

address _____ voice _____

fax _____ e-mail _____



**ARTICLES OF INCORPORATION
OF
IDMEDICAL.COM, INC.**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Incorporator being a natural person of the age of twenty-one years or more and desiring to form a body corporate under the laws of the state of Colorado does hereby sign, verify and deliver to the Secretary of State of Colorado, these Articles of Incorporation:

FIRST: NAME AND PRINCIPAL ADDRESS. The corporate name and style of this Corporation is IDMEDICAL.com, Inc. The principal address is 4333 N. 30th Street, Boulder, Colorado 80301.

SECOND: PURPOSES AND POWERS. The objects for which said Corporation is formed and incorporated are as follows, to-wit:

1. The Corporation shall have and may exercise all of the rights, powers and privileges now or hereafter conferred upon corporations organized under the laws of Colorado. In addition, the Corporation may do everything necessary, suitable or proper for the accomplishment of any of its corporate purposes. The Corporation may conduct part or all of its business in any other part of Colorado, of the United States or the world and may hold, purchase, mortgage, lease and convey real and personal property in any of such places. Additionally, by way of example and not limitation, the Corporation shall have the power to:

a. Transact the business of investing on behalf of itself or others, any part of its capital and such additional funds as it may obtain, or any interest therein, either as tenants in common or otherwise, and selling or otherwise disposing of the same, or any part thereof, or interest therein.

b. Issue bonds, debentures, or obligations of the Corporation, from time to time, for any of the objects or purposes of this Corporation, and to secure them by mortgage or mortgages, or deed or deeds of trust, or pledge or lien on any or all of the real and personal property, rights acquired and to be acquired, and to sell or otherwise dispose of any or all of them, all in such manner and upon such terms as the Board of Directors may deem proper.

c. Lend or advance money or give credit to such persons, firms, or corporations on such terms as may seem expedient and in particular to customers and others having dealings with the Corporation, and to give guarantees or to become security for any such persons.

d. Make and enter into all kinds of contracts, agreements, and operations by or with any person or persons, corporation or corporations; to acquire and undertake all or any part of the business assets and liabilities of any person or firm, association, or corporation in connection therewith; to take, acquire, purchase, hold, or rent, lease sell, exchange, mortgage, improve, renovate, develop and otherwise deal in and dispose of any and all property, real and personal, of every description incidental to or capable of being used in connection with the aforesaid business or any of them.



e. Purchase or otherwise acquire and hold, sell, assign, transfer, mortgage, pledge, or otherwise dispose of shares of the capital stock and bonds, debentures or other evidences of indebtedness created by any other corporation or corporations, domestic or foreign, and while the holder thereof, to exercise all the rights and privileges of ownership, including the right to vote thereon.

f. Purchase its own stock, when permitted by the laws of the state in which it is incorporated or doing business; to guarantee dividends on its own stock, and the stock of other corporations.

g. Do all and everything necessary, suitable, convenient or proper for the accomplishment of any of the purposes or the attainment of any one or more of the objects herein enumerated or incidental to the powers herein named, or which shall, at any time, appear conducive to or expedient for the protection or benefit of the Corporation, either as holders of or interest in any property, or otherwise.

h. Acquire (for cash or in exchange for its assets or securities or otherwise), operate, dispose of, and otherwise deal and engage in any lawful business activity for which corporations may be organized under the laws of Colorado.

THIRD: PERIOD OF DURATION. The said Corporation is to have perpetual existence unless dissolved according to law.

FOURTH: CAPITAL STOCK. The total number of shares of all classes which the Corporation shall have authority to issue is 100,001,000, of which 1,000 shares shall be Preferred Shares, par value \$0.001 per share, and 100,000,000 shall be Common Shares, par value \$0.001 per share, and the designations, preferences, limitations, and relative rights of the shares of each class are as follows:

1. Preferred Shares: The Corporation may divide and issue the Preferred Shares in series. Preferred Shares of each series when issued shall be designated to distinguish them from the shares of all other series. The Board of Directors is hereby expressly vested with authority to divide the class of Preferred Shares into series and to fix and determine the relative rights and preferences of the shares of any such series so established to the full extent permitted by these Articles of Incorporation and the laws of the State of Colorado in respect of the following:

- a. The number of shares to constitute such series, and the distinctive designations thereof;
- b. The rate and preference of dividends, if any, the time of payment of dividends, whether dividends are cumulative and the date from which any dividend shall accrue;
- c. Whether shares may be redeemed and, if so, the redemption price and the terms and conditions of redemption;
- d. The amount payable upon shares in event of involuntary liquidation;



- e. The amount payable upon shares in event of voluntary liquidation;
- f. Sinking fund or other provisions, if any, for the redemption or purchase of shares;
- g. The terms and conditions on which shares may be converted, if the shares of any series are issued with the privilege of conversion;
- h. Voting powers, as a class, to elect up to two directors to the Board of Directors, if any,
- i. Any other relative rights and preferences of shares of such series including, without limitation, any restriction on an increase in the number of shares of any series theretofore authorized and any limitation or restriction of rights or powers to which shares of any future series shall be subject.

2. Common Shares:

- a. The rights of holders of Common Shares to receive dividends or share in the distribution of assets in the event of liquidation, dissolution, winding up of the affairs of the Corporation shall be subject to the preferences, limitations, and relative rights of the Preferred Shares fixed in the resolution or resolutions which may be adopted from time to time by the Board of Directors of the Corporation providing for the issuance of one or more series of the Preferred Shares.
- b. The holders of the Common Shares shall be entitled to one vote for each share of Common Shares held by them of record at the time for determining the holders thereof entitled to vote.
- c. Unless otherwise ordered by a court of competent jurisdiction, at all meetings of stockholders a majority of the stockholders entitled to vote at such meeting, represented in person or by proxy, shall constitute a quorum.
- d. The stockholders, by vote or concurrence of a majority of the outstanding shares of the Corporation, or any class or series thereof, entitled to vote on the subject matter, may take any action which, except for this provision, would require a two-thirds vote under the Colorado Business Corporation Act.

FIFTH: DENIAL OF CUMULATIVE VOTING. Cumulative voting in the election of Directors shall not be permitted by this Corporation.

SIXTH: DENIAL OF PREEMPTIVE RIGHTS. A shareholder of the Corporation shall not be entitled to a preemptive right to purchase, subscribe for, or otherwise acquire any unissued or treasury shares of stock of the Corporation, or any options or warrants to purchase, subscribe for or otherwise acquire any such unissued or treasury shares or any shares, bonds, notes, debentures, or other securities convertible into or carrying options or warrants to purchase, subscribe for or otherwise acquire any such unissued or treasury shares.

SEVENTH: INITIAL BOARD OF DIRECTORS. The affairs and management of this Corporation shall be under the control of the Corporation's Board of Directors, which shall consist



of not less than one (1) nor more than five (5) directors. The following person(s) shall serve as director(s) until the first annual stockholders meeting or until their successors are duly elected and qualify:

<u>Name</u>	<u>Address</u>
Richard J. Schaller	1170 Hillview Rd. Allentown, PA 18103
Neil A. Cox	4333 N. 30 th St. Boulder, CO 80301
Dr. Richard J. Schaller, Jr.	25 Dug Way Watchung, NJ 07060
Dr. Vincent E. Schaller	556 Masters Lane Magnolia, DE 19962

EIGHTH: TRANSACTIONS WITH INTERESTED DIRECTORS AND OFFICERS. None of the directors or officers of this Corporation shall, in the absence of fraud, be disqualified by his office from contracting, leasing, or otherwise dealing with this Corporation, either as a vendor, lessor, purchaser, or otherwise, of which he shall be a member or in which he may have a pecuniary interest in any manner be disqualified from doing business with the Corporation. No director or officer, nor any firm, association or corporation or with which he is connected as aforesaid shall be liable to account to this Corporation or its stockholders for any profit realized by him from or through any such contract, lease or transaction, it being the express intent and purpose of this Article to permit this Corporation to buy or lease from, sell to or otherwise deal with partnerships, firms or corporations of which the directors and officers are affiliated or in which they or any of them may have a pecuniary interest, and the contracts or leases of this Corporation, in the absence of fraud, shall not be void or voidable or affected in any manner by reason of any such membership. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction. Nothing shall prevent an officer or director from being directly or indirectly involved in a business enterprise that is in the same or similar line of business of that of the Corporation.

NINTH: INDEMNIFICATION.

1. The Corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Corporation), by reason of the fact that he is or was a director, officer, employee, fiduciary, or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee, fiduciary or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, if he acted in good faith and in a manner he reasonably believed to be in the best interests of the Corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not



of itself create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in the best interests of the Corporation and with respect to any criminal action or proceeding, had reasonable cause to believe his conduct was unlawful.

2. The Corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, fiduciary or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorney fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in the best interests of the Corporation; but no indemnification shall be made in respect of any claim, issue, or matter as to which such person has been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that the court in which such action or suit was brought determines upon application that, despite the adjudication of liability, but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such court deems proper.

3. To the extent that a director, officer, employee, fiduciary or agent of a corporation has been successful on the merits in defense of any action, suit, or proceeding referred to in (1) or (2) or this Article Ninth or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney fees) actually and reasonably incurred by him in connection therewith.

4. Any indemnification under (1) or (2) of this Article Nine (unless ordered by a court) and as distinguished from (3) of this Article shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, fiduciary or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in (1) or (2) above. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit, or proceeding, or, if such a quorum is not obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or by the stockholders.

5. Expenses (including attorney fees) incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit, or proceeding as authorized in (3) or (4) above, upon receipt of an undertaking by or on behalf of the director, officer, employee, fiduciary or agent to repay such amount unless it is ultimately determined that he is entitled to be indemnified by the Corporation as authorized in this Article Nine.

6. The indemnification provided by this Article Nine shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors, or otherwise, and any procedure provided for by any of the foregoing, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, fiduciary or agent and shall inure to the benefit of heirs, executors, and administrators of such a person.



7. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, fiduciary or agent of the Corporation, or who is or was serving at the request of the Corporation as a director, officer, employee, fiduciary or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under provisions of this Article Nine.

8. Anything herein to the contrary notwithstanding, to the fullest extent permitted by the Colorado Business Corporation Act, as the same exists or may hereafter be amended, a director or officer of this Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director or officer.

TENTH: LOCATIONS OF MEETINGS. The Board of Directors and stockholders of this Corporation shall have the right to hold their meetings outside of the State of Colorado when deemed most convenient or to the best interests of the Corporation.

ELEVENTH: REGISTERED AGENT. The name of the Corporation's Registered Agent and the street address in Colorado for such Registered Agent where service of process may be served are:

Neil A. Cox
4333 N. 30th St.
Boulder, CO 80301

The consent of the Registered Agent is designated by the signature of the Registered Agent on these Articles of Incorporation.

TWELFTH: DISPOSITION OF CORPORATE ASSETS. The Board of Directors may at any meeting, by a majority vote, sell, lease, exchange, and/or convey all of its property and assets, including its good will and/or its corporate franchises, upon such terms and conditions and for such consideration or considerations as the Board of Directors in their sole discretion deem expedient and for the best interest of the Corporation and said consideration or considerations may consist in whole or in part of shares of stock and/or securities of any other corporation or corporations; provided, however, in all such cases the affirmative vote of the holders of a majority of the Common Stock of said Corporation then issued and outstanding shall be voted in ratification of the Board of Directors action, said vote to be taken at a special stockholders' meeting of the Corporation, duly called for that purpose. Nothing herein shall be construed to limit the power of the Board of Directors of the Corporation and said Board shall have power in its sole discretion to sell, lease, exchange and/or convey such parts or parcels of land or personal property or assets as the Board of Directors determine are no longer necessary or expedient to be held by the Corporation. It is, however, specifically understood that the Board of Directors may at their discretion create a lien or mortgage on any or all of the assets of the Corporation in order to borrow money should the Board of Directors feel that it is necessary for the conduct of the business.

THIRTEENTH: ACCESS TO CORPORATIONS BOOKS AND RECORDS BY STOCKHOLDERS. Stockholders shall at all times have the right to examine the books of the Corporation except as limited by these Articles of Incorporation. Such examination as hereinafter provided shall be made only by the shareholder in person, and no extract from the books or



records of the Corporation shall be permitted to be made by any shareholder(s) of the Corporation. Such shareholder shall give assurance in writing satisfactory to the Board of Directors that he does not desire the information required or to be obtained by such inspection for the purpose of communicating the same to others who are not stockholders and, further, that he will not directly or indirectly disclose the Company's business or affairs to any person or persons whomsoever.

No information in regard to the business or operations of the Corporation and no copy of, or extract from, any of the books or records of the Corporation shall be furnished to any person by any officer or director of the Corporation except by direction and/or approval by the Board of Directors. Stockholders desiring information in regard to the business or operations of the Corporation, or desiring to make inspection of the books or records, shall first make application in writing to the Board of Directors stating the specific purpose of the application, the particular information desired and the books and records required for that purpose by such shareholder before such examination, and shall further satisfy the Board of Directors that said application is made in good faith and that said examination will not be detrimental to the interests of the Corporation.

FOURTEENTH: REGISTERED HOLDER OF SHARES TREATED AS OWNER THEREOF. The Corporation shall be entitled to treat the registered holder of any shares of the Corporation as the owner thereof for all purposes, including all rights deriving from such shares, and the Corporation shall not be bound to recognize any equitable or other claim to, or interest in, such shares or rights deriving from such shares on the part of any other person including without limiting the generality hereof, a purchaser, assignee or transferee of such shares or rights deriving from such shares, unless and until such other person becomes the registered holder of such shares, whether or not the Corporation shall have either actual or constructive notice of the claimed interest of such other person. By way of example and not of limitation, until such other person has become the registered holder of such shares, he shall not be entitled: to receive notice of the meetings of the stockholders; to vote at such meetings; to examine a list of the stockholders; to be paid dividends or other sums payable to stockholders; or to own, enjoy and exercise any other rights deriving from such shares against the Corporation.

FIFTEENTH: CONTROL OVER BYLAWS. The Board of Directors shall have the power to make and amend such prudential Bylaws as they deem proper and not inconsistent with the Constitution or the laws of the United States or of this State for the management of the property of this Corporation, the regulation and government of its affairs, and for the certification and transfer of its stock.



SIXTEENTH: INCORPORATOR. The name and address of the Incorporator is:

Neil A. Cox
4333 N. 30th St.
Boulder, CO 80301

Dated this 17th day of June 1999.

INCORPORATOR:

Signature: /s/ Neil A. Cox

CONSENT OF REGISTERED AGENT

I hereby consent to my appointment as initial Registered Agent of the Corporation in the foregoing Articles of Incorporation.

Signature: /s/ Neil A. Cox

Neil A. Cox, as Registered Agent



EXHIBIT 3.8

**RESTATED
BYLAWS
OF
BLASTGARD INTERNATIONAL, INC.**

**ARTICLE I
OFFICES**

Section 1.1 PRINCIPAL OFFICE. The principal office of the corporation shall be located at 12900 Automobile Blvd., Suite D, Clearwater, FL 33762. The corporation may have such other offices, either within or outside of the State of Colorado, as the Board of Directors may designate or as the business of the corporation may require from time to time.

Section 1.2 REGISTERED OFFICE. The registered office of the corporation, required by the Colorado Business Corporation Act to be maintained in the State of Colorado, may be, but need not be, identical with the principal office in the State of Colorado, and the address of the registered office may be changed from time to time by the Board of Directors.

**ARTICLE II
SHAREHOLDERS**

Section 2.1 ANNUAL MEETING. The annual meeting of the shareholders shall be held within six months of the end of the corporation's fiscal year, at such place, on such date, and at such hour as the Board of Directors shall fix by resolution for the purpose of electing directors and for the transaction of such other business as may come before the meeting.

Any shareholder entitled to participate in an annual meeting may apply to the district court in the county in Colorado where the corporation's principal office is located or, if the corporation has no principal office in Colorado, to the district court of the county in which the corporation's registered office is located to seek an order that a shareholder meeting be held if an annual meeting was not held within six months after the close of the corporation's most recently ended fiscal year or fifteen months after its last annual meeting, whichever is earlier.

Section 2.2 SPECIAL MEETINGS. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Chief Executive Officer, by a majority of the Board of Directors, or by the person or persons authorized by resolution of the Board of Directors and shall be called by the Chief Executive Officer upon the receipt of one or more written demands for a special meeting, stating the purpose or purposes for which it is to be held, signed and dated by the holders of shares representing at least ten percent of all the votes entitled to be cast on any issue proposed to be considered at the meeting.

Any person who participated in a call of or demand for a special meeting effective under C.R.S. § 7-107-102(1) may apply to the district court in the county in Colorado where the corporation's principal office is located or, if the corporation has no principal office in Colorado, to the district court of the county in which the corporation's registered office is located to seek an order that a shareholder meeting be held if: (i) notice of the special meeting was not given within thirty days after the date of the call or the date the last of the demands necessary to require calling of the meeting was received by the corporation pursuant to C.R.S. § 7-107-102(1); or (ii) the special meeting was not held in accordance with the notice.

BYLAWS – BLASTGARD INTERNATIONAL, INC.



Section 2.3 PLACE OF MEETINGS. The Board of Directors may designate any place, either within or outside of the State of Colorado, as the place of meeting for any annual meeting or for any special meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the corporation in the State of Colorado.

Section 2.4 NOTICE OF MEETING. Notice stating the place, day and hour of each annual and special meeting of shareholders and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall, unless otherwise prescribed by statute, be delivered not less than ten nor more than sixty days before the date of the meeting, either personally or by mail, by or at the direction of the Chief Executive Officer, or the officer or other persons calling the meeting, to the shareholders; provided, however, that if the authorized shares is to be increased, at least thirty days' notice shall be given. Unless otherwise required by statute, notice need be given only to shareholders entitled to vote at such meeting.

Notice of a special meeting shall include a description of the purpose or purposes of the meeting. Notice of an annual meeting need not include a description of the purpose or purposes of the meeting except the purpose or purposes shall be stated with respect to (i) an amendment to the Articles of Incorporation of the corporation, (ii) a merger or share exchange in which the corporation is a party, (iii) a sale, lease, exchange or other disposition, other than in the usual and regular course of business, of all or substantially all of the property of the corporation, with or without the goodwill, (iv) a dissolution of the corporation, or (v) any other purpose for which a statement of purpose is required by the Colorado Business Corporation Act.

Notice shall be given personally or by mail, private carrier, telegraph, teletype, electronically transmitted facsimile or other form of wire or wireless communication by or at the direction of the Chief Executive Officer or the officer or persons calling the meeting. If mailed and if in a comprehensible form, such notice shall be deemed to be given and effective when deposited in the United States mail, addressed to the shareholder at his or her address as it appears in the corporation's current record of shareholders, with postage prepaid. If written notice is given other than by mail, and provided that such notice is in a comprehensible form, the notice is given and effective at the earliest of: (i) the date received; (ii) five days after mailing; or (iii) the date shown on the return receipt, if mailed by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

If requested by the person or persons lawfully calling such meeting, the notice shall be given at corporate expense.

When a meeting is adjourned to another date, time or place, notice need not be given of the new date, time or place if the new date, time or place of such meeting is announced before adjournment at the meeting at which the adjournment is taken. At the adjourned meeting the corporation may transact any business which may have been transacted at the original meeting. If the adjournment is for more than 120 days, or if a new record date is fixed for the adjourned meeting, a new notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting as of the new record date.

A shareholder may waive notice of a meeting before or after the time and date stated in the notice as the date or time when any action will occur or has occurred by a writing signed by the shareholder entitled to the notice. Such waiver shall be delivered to the corporation for filing with the corporate records provided that such delivery and filing shall not be conditions of the effectiveness of the waiver. Further, by attending a meeting either in person or by proxy, a shareholder waives objection to lack of notice or defective notice of the meeting unless the shareholder objects at the beginning of the meeting to the holding of the meeting or the transaction of business at the meeting because of lack of notice or defective notice. By attending the meeting, the shareholder also waives any objection to consideration in the meeting of a particular matter not within the purpose or purposes described in the meeting notice unless the shareholder objects to considering the matter when it is presented.



No notice need be sent to any shareholder if three successive notices mailed to the last known address of such shareholder have been returned as undeliverable until such time as another address for such shareholder is made known to the corporation. In order to be entitled to receive notice of any meeting, a shareholder shall advise the corporation in writing of any change in such shareholder's mailing address as shown on the corporation's books and records.

Section 2.5 FIXING OF RECORD DATE. For the purpose of determining shareholders entitled to (i) be given notice of any meeting of shareholders or any adjournment thereof, (ii) to vote at any meeting, (iii) take any other action, (iv) receive distributions or share dividends, or (v) demand a special meeting, or to make a determination of shareholders for any other proper purpose, the Board of Directors may fix a future date as the record date for any such determination of shareholders, such date in any case to be not more than seventy days and, in the case of a meeting of shareholders, not less than ten days, prior to the date of the meeting or the particular action requiring such determination of shareholders is to be taken. If no record date is fixed by the directors, the record date shall be the day before the first notice of the meeting is given to shareholders, or the date on which the Board of Directors authorizes a distribution, as the case may be. When a determination of shareholders entitled to vote at any meeting of shareholders is made as provided in this Section, such determination shall apply to any adjournment thereof unless the Board of Directors fixes a new record date, which it must do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting. Unless otherwise specified when the record date is fixed, the time of day for such determination shall be as of the corporation's close of business on the record date.

Notwithstanding the above, the record date for determining the shareholders entitled to take action without a meeting or entitled to be given notice of action so taken shall be the date a writing upon which the action is taken is first received by the corporation. The record date for determining shareholders entitled to demand a special meeting shall be the date of the earliest of any of the demands pursuant to which the meeting is called, or the date that is 60 days before the date the first of such demands is received by the corporation, whichever is later.

Section 2.6 VOTING LISTS. After a record date is fixed for a shareholders' meeting, the Secretary shall make a complete list of the shareholders entitled to be given notice of such meeting or any adjournment thereof. The list shall be arranged by voting groups and within each voting group by class or series of shares, shall be in alphabetical order within each class or series, and shall show the address of and the number of shares of each class or series held by each shareholder. For the period beginning the earlier of ten days prior to the meeting or two business days after notice of the meeting is given and continuing through the meeting and any adjournment thereof, this list shall be kept on file at the principal office of the corporation or at a place (which shall be identified in the notice of the meeting or any adjournment thereof) in the city where the meeting will be held. Such list shall be available for inspection on written demand by any shareholder (including for the purpose of this Section 2.6 any holder of voting trust certificates) or his or her agent or attorney during regular business hours and during the meeting or adjournment thereof. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or transfer books or to vote at any meeting of shareholders.

Any shareholder, his or her agent, or attorney may upon written demand copy the list during regular business hours and during the period it is available for inspection, provided (i) the shareholder has been a shareholder for at least three months immediately preceding the demand or holds at least five percent of all outstanding shares of any class of shares as of the date of the demand, (ii) the demand is made in good faith and for a purpose reasonably related to the demanding shareholder's interest as a



shareholder, (iii) the shareholder describes with reasonable particularity the purpose and the records the shareholder desires to inspect, (iv) the records are directly in connection with the described purpose, and (v) the shareholder pays a reasonable charge covering the costs of labor and material for such copies, not to exceed the estimated cost of production and reproduction.

Section 2.7 QUORUM. One-third of the votes entitled to be cast on the matter by a voting group, represented in person or by proxy, constitutes a quorum of that voting group for action on that matter. If no specific voting group is designated in the Articles of Incorporation or under the Colorado Business Corporation Act for a particular matter, all outstanding shares of the corporation entitled to vote, represented in person or by proxy, shall constitute a voting group. In the absence of a quorum at any such meeting, a majority of the shares so represented may adjourn the meeting from time to time for a period not to exceed one hundred twenty days for any one adjournment without further notice. However, if the adjournment is for more than one hundred twenty days or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting.

At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of that number of shareholders whose absence would cause there to be less than a quorum.

Section 2.8 MANNER OF ACTING. If a quorum is present, an action on a matter other than the election of directors by a voting group is approved if the votes cast within the voting group favoring the action exceed the votes cast within the voting group opposing the action, unless a greater number of affirmative votes is otherwise required by the Colorado Business Corporation Act, the Articles of Incorporation or these Bylaws.

Section 2.9 PROXIES. A shareholder may vote the shareholder's shares in person or by proxy by signing an appointment form, either personally or by his or her duly authorized attorney-in-fact. A shareholder may also appoint a proxy by transmitting or authorizing the transmission of a telegram, teletype, or other electronic transmission providing a written statement of the appointment to the proxy, a proxy solicitor, proxy support service organization, or other person duly authorized by the proxy to receive appointments as agent for the proxy, or to the corporation. The transmitted appointment shall set forth or be transmitted with written evidence from which it can be determined that the shareholder transmitted or authorized the transmission of the appointment. The proxy appointment form shall be filed with the Secretary of the corporation before or at the time of the meeting. The appointment of a proxy is effective when received by the corporation and is valid for eleven months unless a different period is expressly provided in the appointment form or similar writing.

Any complete copy, including an electronically transmitted facsimile, of an appointment of a proxy may be substituted for or used in lieu of the original appointment for any purpose for which the original appointment could be used.

An appointment of a proxy is revocable by the shareholder unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest. An appointment made irrevocable is revoked when the interest with which it is coupled is extinguished, but such revocation does not affect the right of the corporation to accept the proxy's authority unless (i) the corporation had notice that the appointment was coupled with an interest and notice that such interest is extinguished is received by the Secretary or other officer or agent authorized to tabulate votes before the proxy exercises his or her authority under the appointment or (ii) other notice of the revocation of the appointment is received by the Secretary or other officer or agent authorized to tabulate votes before the



proxy exercises his or her authority under the appointment. Other notice of revocation, may, in the discretion of the corporation, be deemed to include the appearance at a shareholders meeting of the shareholder who granted the proxy and his or her voting in person on any matter subject to a vote at such meeting.

The death or incapacity of the shareholder appointing a proxy does not affect the right of the corporation to accept the proxy's authority unless notice of the death or incapacity is received by the Secretary or other officer or agent authorized to tabulate votes before the proxy exercises his or her authority under the appointment.

The corporation shall not be required to recognize an appointment made irrevocable if it has received a writing revoking the appointment signed by the shareholder either personally or by the shareholder's attorney-in-fact, notwithstanding that the revocation may be a breach of an obligation of the shareholder to another person not to revoke the appointment.

A transferee for value of shares subject to an irrevocable appointment may revoke the appointment if the transferee did not know of its existence when he or she acquired the shares and the existence of the irrevocable appointment was not noted on the certificate representing the shares or on the information statement for shares without certificates.

Section 2.10 VOTING OF SHARES. Except as otherwise provided in this Section or in the Articles of Incorporation, each outstanding share, regardless of class, shall be entitled to one vote, except in the election of directors, and each fractional share shall be entitled to a corresponding fractional vote on each matter submitted to a vote at a meeting of shareholders. At each election for directors, every shareholder entitled to vote at such election has the right to vote, in person or proxy, all of the shareholder's votes for as many persons as there are directors to be elected and for whose election the shareholder has a right to vote unless the Articles of Incorporation provide otherwise. Cumulative voting shall not be permitted in the election of directors or for any other purpose. At each election of directors, that number of candidates equaling the number of directors to be elected, having the highest number of votes cast in favor of their election, shall be elected to the Board of Directors.

Except as otherwise ordered by a court of competent jurisdiction upon a finding that the purpose of this Section would not be violated in the circumstances presented to the court, the shares of the corporation are not entitled to be voted if they are owned, directly or indirectly, by a second corporation, domestic or foreign, and the corporation owns, directly or indirectly, a majority of the shares entitled to vote for directors of the second corporation; provided, however, that this provision shall not limit the power of the corporation to vote any shares, including the corporation's own shares, held by it in a fiduciary capacity.

Redeemable shares are not entitled to be voted after notice of redemption is mailed to the holders and a sum sufficient to redeem the shares has been deposited with a bank, trust company, or other financial institution under an irrevocable obligation to pay the holders the redemption price on surrender of the shares.

Section 2.11 CORPORATION'S ACCEPTANCE OF VOTES. If the name signed on a vote, consent, waiver, proxy appointment, or proxy appointment revocation corresponds to the name of a shareholder, the corporation, if acting in good faith, is entitled to accept the vote, consent, waiver, proxy appointment, or proxy appointment revocation and give it effect as the act of the shareholder.

If the name signed on a vote, consent, waiver, proxy appointment or proxy appointment revocation does not correspond to the name of a shareholder, the corporation, if acting in good faith, is



nevertheless entitled to accept the vote, consent, waiver, proxy appointment or proxy appointment revocation and to give it effect as the act of the shareholder if:

- (a) the shareholder is an entity and the name signed purports to be that of an officer or agent of the entity;
- (b) the name signed purports to be that of an administrator, executor, guardian, or conservator representing the shareholder and, if the corporation requests, evidence of fiduciary status acceptable to the corporation has been presented with respect to the vote, consent, waiver, proxy appointment, or proxy appointment revocation;
- (c) the name signed purports to be that of a receiver or trustee in bankruptcy of the shareholder and, if the corporation requests, evidence of this status acceptable to the corporation has been presented with respect to the vote, consent, waiver, proxy appointment, or proxy appointment revocation;
- (d) the name signed purports to be that of a pledgee, beneficial owner, or attorney-in-fact of the shareholder and, if the corporation requests, evidence acceptable to the corporation of the signatory's authority to sign for the shareholder has been presented with respect to the vote, consent, waiver, proxy appointment, or proxy appointment revocation;
- (e) two or more persons are the shareholder as co-tenants or fiduciaries and the name signed purports to be the name of at least one of the co-tenants or fiduciaries and the person signing appears to be acting on behalf of all the co-tenants or fiduciaries; or
- (f) the acceptance of the vote, consent, waiver, proxy appointment or proxy appointment revocation is otherwise proper under rules established by the corporation that are not inconsistent with this Section 2.11.

The corporation is entitled to reject a vote, consent, waiver, proxy appointment or proxy appointment revocation if the Secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the shareholder.

Neither the corporation nor any of its officers or agents who accepts or rejects a vote, consent, waiver, proxy appointment, or proxy appointment revocation in good faith and in accordance with the standards of this Section is liable in damages for the consequences of the acceptance or rejection.

Section 2.12 ACTION BY SHAREHOLDERS WITHOUT A MEETING. Unless the Articles of Incorporation require that such action be taken at a shareholders' meeting any action required or permitted to be taken at a meeting of the shareholders may be taken without a meeting if all of the shareholders entitled to vote thereon consent to such action in writing. No action pursuant to this Section shall be effective unless the corporation has received writings that describe and consent to the action, signed by all of the shareholders entitled to vote on the action. Any such writing may be received by the corporation by electronically transmitted facsimile or other form of wire or wireless communication providing the corporation with a complete copy thereof, including a copy of the signature thereto. Action taken pursuant to this Section shall be effective as of the date the corporation receives writings describing and consenting to the action signed by all of the shareholders entitled to vote with respect to the action, unless all of the writings specify another date as the effective date of the action, in which case such other date shall be the effective date of the action.



Any shareholder who has signed a writing describing and consenting to action taken pursuant to this Section may revoke such consent by a writing signed by the shareholder describing the action and stating that the shareholder's prior consent thereto is revoked, if such writing is received by the corporation prior to the date the last writing necessary to effect the action is received by the corporation.

If any shareholder revokes his or her consent as provided for herein prior to what would otherwise be the effective date, the action proposed in the consent shall be invalid. The record date for determining shareholders entitled to take action without a meeting is the date the corporation first receives a writing upon which the action is taken.

Action taken under this Section has the same effect as action taken at a meeting of the shareholders and may be described as such in any document.

Section 2.13 VOTING BY BALLOT. Voting on any question or in any election may be by voice vote unless the presiding officer shall order or any shareholder shall demand that voting be by ballot.

Section 2.14 MEETINGS BY TELECOMMUNICATION. Any or all of the shareholders may participate in an annual or special shareholders' meeting by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other during the meeting. A shareholder participating in a meeting by this means is deemed to be present in person at the meeting.

**ARTICLE III
BOARD OF DIRECTORS**

Section 3.1 GENERAL POWERS. All corporate powers shall be exercised by or under the authority of, and the business affairs of the corporation shall be managed under the direction of, the Board of Directors, except as otherwise provided in the Colorado Business Corporation Act or the Articles of Incorporation. Notwithstanding the foregoing, the Board of Directors shall make all decisions regarding all managers' salaries, bonuses, corporate borrowings, expansion, issuance of stock, and similar major corporate actions.

Section 3.2 PERFORMANCE OF DUTIES. A director of the corporation shall discharge his or her duties as a director, including his or her duties as a member of any committee of the board upon which he or she may serve, in good faith, in a manner he or she reasonably believes to be in the best interests of the corporation, and with the care an ordinarily prudent person in a like position would use under similar circumstances. In discharging his or her duties, a director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by persons and groups listed in paragraphs (a), (b), and (c) of this Section 3.2; but he or she shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that makes such reliance unwarranted. A director shall not be liable as such to the corporation or its shareholders for any action he or she takes or omits to take as a director if, in connection with such action or omission, he or she performed the duties of the position in compliance with this Section. Those persons and groups on whose information, opinions, reports, and statements a director is entitled to rely are:

- (a) one or more officers or employees of the corporation whom the director reasonably believes to be reliable and competent in the matters presented;



(b) legal counsel, public accountants, or other persons as to matters which the director reasonably believes to be within such person's professional or expert competence; or

(c) a committee of the board of which the director is not a member if the director reasonably believes the committee merits confidence.

Section 3.3 NUMBER, TENURE, AND QUALIFICATIONS. The number of directors of the corporation shall be fixed from time to time by resolution of the Board of Directors, but in no instance shall there be less than one director nor more than nine directors, and in no case shall a decrease in the number of directors shorten an incumbent director's term. Each director shall hold office until the next annual meeting of shareholders and thereafter until his or her successor shall have been elected and qualified. Directors shall be natural persons who are eighteen years of age or older but need not be residents of the State of Colorado or shareholders of the corporation.

In the event that there is more than one director of the corporation, there may be a Chairman of the Board, who has been elected from among the directors. He or she shall preside at all meetings of the stockholders and of the Board of Directors. He or she shall have such other powers and duties as may be prescribed by the Board of Directors.

Section 3.4 REGULAR MEETINGS. A regular meeting of the Board of Directors shall be held without notice immediately after, and at the same place as, the annual meeting of shareholders. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Colorado, for the holding of additional regular meetings without other notice than such resolution.

Section 3.5 SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by or at the request of the Chief Executive Officer or, if there are more than two directors, by any two directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Colorado, as the place for holding any special meeting of the Board of Directors called by them.

Section 3.6 NOTICE. Notice of the date, time and place of any special meeting shall be given to each director at least two days prior to the meeting. Notice shall be given personally or by mail, private carrier, telegraph, teletype, electronically transmitted facsimile or other form of wire or wireless communication. If mailed and if in a comprehensible form, such notice shall be deemed to be given and effective when deposited in the United States mail, addressed to the director at his or her address as it appears in the corporation's current records, with postage prepaid. If written notice is given other than by mail, and provided that such notice is in a comprehensible form, the notice is given and effective at the earliest of: (i) the date received; (ii) five days after mailing; or (iii) the date shown on the return receipt, if mailed by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

A director entitled to notice of a meeting may waive notice of a meeting before or after the time and date of the meeting stated in the notice by a writing signed by such director. Such waiver shall be delivered to the corporation for filing with the corporate records, but such delivery and filing shall not be conditions to the effectiveness of the waiver. Further, a director's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless at the beginning of the meeting or promptly upon his or her later arrival, the director objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice and does not thereafter vote for or assent to action taken at the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.



Section 3.7 QUORUM. A quorum for the transaction of business at any meeting of the Board of Directors shall consist of one-half of the directors in office immediately before the meeting begins.

Section 3.8 MANNER OF ACTING. The affirmative vote of a majority of the directors present shall be required for the taking of any action by the Board of Directors.

Section 3.9 INFORMAL ACTION BY DIRECTORS OR COMMITTEE MEMBERS. Any action required or permitted to be taken at a meeting of the directors or any committee designated by the Board of Directors may be taken without a meeting if a written consent (or counterparts thereof) that sets forth the action so taken is signed by all of the directors or of the members of the committee, as the case may be. Such consent shall have the same force and effect as a unanimous vote of the directors or committee members and may be stated as such in any document. Unless the consent specifies a different effective time or date, action taken under this Section is effective at the time or date the last director signs a writing describing the action taken, unless, before such time, any director has revoked his or her consent by a writing signed by the director and received by the Chief Executive Officer of the corporation.

Section 3.10 TELEPHONIC MEETINGS. The Board of Directors may permit any director (or any member of a committee designated by the Board) to participate in a regular or special meeting of the Board of Directors or a committee thereof by, or conduct the meeting through the use of, any means of communication by which all directors participating in the meeting may hear each other during the meeting. A director participating in a meeting in this manner is deemed to be present in person at the meeting.

Section 3.11 VACANCIES. Any vacancy on the Board of Directors, including a vacancy resulting from an increase in the number of directors, may be filled by the affirmative vote of a majority of the shareholders or the Board of Directors. If the directors remaining in office constitute fewer than a quorum of the board, the directors may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office.

If elected by the directors, the director shall hold office until the next annual shareholders' meeting at which directors are elected. If elected by the shareholders, the director shall hold office for the unexpired term of his or her predecessor in office; except that, if the director's predecessor was elected by the directors to fill a vacancy, the director elected by the shareholders shall hold the office for the unexpired term of the last predecessor elected by the shareholders.

If the vacant office was held by a director elected by a voting group of shareholders, only the holders of shares of that voting group are entitled to vote to fill the vacancy if it is filled by the shareholders, and, if one or more of the remaining directors were elected by the same voting group, only such directors are entitled to vote to fill the vacancy if it is filled by the directors.

Section 3.12 RESIGNATION. Any director of the corporation may resign at any time by giving written notice to the corporation. The resignation of any director shall take effect upon receipt by the corporation of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. When one or more directors shall resign from the board, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective.

Section 3.13 REMOVAL. Subject to any limitations contained in the Articles of Incorporation, any director or directors of the corporation may be removed at any time, with or without cause, in the manner provided in the Colorado Business Corporation Act. Any director may be removed by the



shareholders of the voting group that elected the director with or without cause, only at a meeting called for that purpose. The notice of the meeting shall state that the purpose of one or the purposes of the meeting is removal of the director. A director may be removed only if the number of votes cast in favor of removal exceeds the number of votes cast against removal.

Section 3.14 COMMITTEES. By resolution adopted by a majority of the Board of Directors in office at the time, the directors may designate one or more directors to constitute a committee, any of which shall have such authority in the management of the corporation as the Board of Directors shall designate and as shall be prescribed by the Colorado Business Corporation Act and Article XI of these Bylaws.

Section 3.15 COMPENSATION. By resolution of the Board of Directors and irrespective of any personal interest of any of the members or the Board of Directors, each director may be paid his or her expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a stated salary as director or a fixed sum for attendance at each meeting of the Board of Directors or both. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 3.16 PRESUMPTION OF ASSENT. A director of the corporation who is present at a meeting of the Board of Directors or committee of the board when action on any corporate matter is taken shall be presumed to have assented to all action taken unless (i) the director objects at the beginning of the meeting, or promptly upon his or her arrival, to the holding of the meeting or the transaction of business at the meeting and does not thereafter vote for or assent to any action taken at the meeting, (ii) the director contemporaneously requests that his or her dissent or abstention as to any specific action taken be entered in the minutes of the meeting, or (iii) the director causes written notice of his or her dissent or abstention as to any specific action to be received by the presiding officer of the meeting before its adjournment or by the corporation promptly after the adjournment of the meeting. A director may dissent to a specific action at a meeting, while assenting to others. The right to dissent to a specific action taken at a meeting of the Board of Directors or a committee of the board shall not be available to a director who voted in favor of such action.

**ARTICLE IV
OFFICERS**

Section 4.1 GENERAL. At a minimum, the officers of the corporation shall be a Chief Executive Officer and a Chief Financial Officer, each of whom must be a natural person who is eighteen years or older and shall be elected by the Board of Directors. At all times, one or more officers shall be delegated the responsibility for the preparation and maintenance of minutes of directors' and shareholders' meetings and other records and information required to be kept by the corporation under the Colorado Business Corporation Act and for authentication of records of the corporation. Such other officers (including a Chairman, a President, a Treasurer and a Secretary) and assistant officers as may be deemed necessary may be appointed by the Board of Directors by resolution. Any two or more offices may be held by the same person. The duties of each officer shall be determined by resolution of the Board of Directors from time to time.

Section 4.2 ELECTION AND TERM OF OFFICE. The officers of the corporation to be appointed by the Board of Directors shall be appointed annually by the Board of Directors at the first meeting of the Board of Directors held after the annual meeting of the shareholders. If the appointment of officers shall not be held at such meeting, such appointment shall be held as soon thereafter as practicable. Each officer shall hold office until his or her successor shall have been duly appointed and shall have qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided.



Section 4.3 REMOVAL AND RESIGNATION. Any officer or agent may be removed by the Board of Directors at any time, with or without cause, but such removal shall be without prejudice to the contract rights, if any, of the person so removed or to the corporation. Appointment of an officer or agent shall not of itself create contract rights.

An officer or agent may resign at any time by giving written notice of resignation to the corporation. The resignation is effective when the notice is received by the corporation unless the notice specifies a later effective date. If a resignation is made effective at a later date, the Board of Directors may permit the officer to remain in office until the effective date and may fill the pending vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date, or the Board of Directors may remove the officer at any time before the effective date and may fill the resulting vacancy. An officer's resignation does not affect the corporation's contract rights, if any, with the officer.

Section 4.4 VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 4.5 BONDS. If the Board of Directors by resolution shall so require, any officer or agent of the corporation shall give bond to the corporation in such amount and with such surety as the Board of Directors may deem sufficient, conditioned upon the faithful performance of their respective duties and offices.

Section 4.6 SALARIES. The salaries of the officers shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary by reason of the fact that he or she is also a director of the corporation.

**ARTICLE V
CONTRACTS, LOANS, CHECKS AND DEPOSITS**

Section 5.1 CONTRACTS. The Board of Directors may authorize any officer, officers, agent, or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation and such authority may be general or confined to specific instances.

Section 5.2 LOANS. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 5.3 CHECKS, DRAFTS, ETC. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer, officers, agent, or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 5.4 DEPOSITS. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board of Directors may select.



ARTICLE VI
SHARES, CERTIFICATES FOR SHARES
AND TRANSFER OF SHARES

Section 6.1 REGULATION. The Board of Directors may make such rules and regulations as it may deem appropriate concerning the issuance, transfer, and registration of certificates for shares of the corporation, including the appointment of transfer agents and registrars.

Section 6.2 SHARES WITHOUT CERTIFICATES. Unless otherwise provided by the Articles of Incorporation or these Bylaws, the Board of Directors may authorize the issuance of any of its classes or series of shares without certificates. Such authorization shall not affect shares already represented by certificates until they are surrendered to the corporation.

Within a reasonable time following the issue or transfer of shares without certificates, the corporation shall send the shareholder a complete written statement of the information required on certificates by the Colorado Business Corporation Act.

Section 6.3 CERTIFICATES FOR SHARES. If shares of the corporation are represented by certificates, the certificates shall be respectively numbered serially for each class of shares or series thereof, as they are issued, may bear the corporate seal or a facsimile thereof, and shall be signed by the Chairman of the Board of Directors or by the Chief Executive Officer or President and by the Treasurer or by the Secretary; provided that such signatures may be in facsimile if the certificate is countersigned by a transfer agent or registered by a registrar other than the corporation itself or its employee. If the person who signed, either manually or in facsimile, a share certificate no longer holds office when the certificate is issued, the certificate is nevertheless valid. Each certificate shall state on its face the name of the corporation, the fact that the corporation is organized or incorporated under the laws of the State of Colorado, the name of the person to whom issued, the date of issue, the class (or series of any class), and the number and class of shares and the designation of the series, if any, represented thereby. A statement of the designations, preferences, qualifications, limitations, restrictions, and special or relative rights of the shares of each class shall be set forth in full or summarized on the face or back of the certificates which the corporation shall issue, or in lieu thereof, the certificate may set forth that such a statement or summary will be furnished to any shareholder upon request without charge. Each certificate shall be otherwise in such form as may be prescribed by the Board of Directors and as shall conform to the rules of any stock exchange on which the shares may be listed.

The corporation shall not issue certificates representing fractional shares and shall not be obligated to make any transfers creating a fractional interest in a share of stock. The corporation may, but shall not be obligated to, issue scrip in registered or bearer form in lieu of any fractional shares, such scrip to have terms and conditions specified by the Board of Directors consistent with the requirements of the Colorado Business Corporation Act.

Section 6.4 CANCELLATION OF CERTIFICATES. All certificates surrendered to the corporation for transfer shall be canceled, and no new certificates shall be issued in lieu thereof until the former certificate for a like number of shares shall have been surrendered and canceled, except as herein provided with respect to lost, stolen, or destroyed certificates.

Section 6.5 LOST, STOLEN, OR DESTROYED CERTIFICATES. Any shareholder claiming that his or her certificate for shares is lost, stolen, or destroyed may make an affidavit or affirmation of that fact and lodge the same with the Secretary of the corporation, accompanied by a signed application for a new certificate. Thereupon, and upon the giving of a satisfactory bond of indemnity to the corporation not exceeding an amount double the value of the shares as represented by such certificate (the necessity for such bond and the amount required to be determined by the Chief Financial Officer of the corporation), a new certificate may be issued of the same tenor and representing the same number, class and series of shares as were represented by the certificate alleged to be lost, stolen, or destroyed.



Section 6.6 TRANSFER OF SHARES. Subject to the terms of any shareholder agreement relating to the transfer of shares or other transfer restrictions contained in the Articles of Incorporation or authorized therein, shares of the corporation shall be transferable on the books of the corporation by the holder thereof in person or by his or her duly authorized attorney, upon the surrender and cancellation of a certificate or certificates for a like number of shares. Upon presentation and surrender of a certificate for shares properly endorsed and payment of all taxes therefor, the transferee shall be entitled to a new certificate or certificates in lieu thereof. As against the corporation, a transfer of shares can be made only on the books of the corporation and in the manner hereinabove provided, and the corporation shall be entitled to treat the holder of record of any share as the owner thereof and shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, save as expressly provided by the statutes of the State of Colorado.

Section 6.7 CONSIDERATION FOR SHARES. Certificated or uncertificated shares shall not be issued until the shares represented thereby are fully paid. The Board of Directors may authorize the issuance of shares for consideration consisting of any tangible or intangible property or benefit to the corporation, including cash, promissory notes, services performed, or other securities of the corporation. Future services shall not constitute payment or partial payment for shares of the corporation. The promissory note of a subscriber or an affiliate of a subscriber shall not constitute payment or partial payment for shares of the corporation unless the note is negotiable and is secured by collateral, other than the shares being purchased, having a fair market value at least equal to the principal amount of the note. For purposes of this Section "promissory note" means a negotiable instrument on which there is an obligation to pay independent of collateral and does not include a non-recourse note.

**ARTICLE VII
FISCAL YEAR**

The Board of Directors may, by resolution, adopt a fiscal year for this Corporation.

**ARTICLE VIII
DISTRIBUTIONS**

The Board of Directors may from time to time declare, and the corporation may pay, distributions on its outstanding shares in the manner and upon the terms and conditions provided by the Colorado Business Corporation Act and its Articles of Incorporation.



**ARTICLE IX
CORPORATE SEAL**

The Board of Directors may provide a corporate seal which may be circular in form and shall have inscribed thereon the name of the corporation and the state of incorporation and the words "CORPORATE SEAL."

**ARTICLE X
AMENDMENTS**

The Board of Directors shall have power, to the maximum extent permitted by the Colorado Business Corporation Act, to make, amend, and repeal the Bylaws of the corporation at any regular or special meeting of the board unless the shareholders, in making, amending, or repealing a particular Bylaw, expressly provide that the directors may not amend or repeal such Bylaw. The shareholders also shall have the power to make, amend or repeal the Bylaws of the corporation at any annual meeting or at any special meeting called for that purpose.

**ARTICLE XI
COMMITTEES**

Section 11.1 APPOINTMENT. The Board of Directors by resolution adopted by a majority of the full Board, may designate one or more committees, which, to the extent provided in the resolution or resolutions or in these Bylaws, have and may exercise the powers of the Board of Directors in the management of the business and affairs of the corporation. The designation of such Committee and the delegation thereto of authority shall not operate to relieve the Board of Directors or any member thereof of any responsibility imposed by law.

Section 11.2 NAME. The committee or committees must have such name or names as may be stated in these Bylaws or as may be determined from time to time by resolution adopted by the Board of Directors.

Section 11.3 MEMBERSHIP. Each committee must include at least one director. Unless the Articles of Incorporation or these Bylaws provide otherwise, the Board of Directors may appoint natural persons who are not directors to serve on committees.

Section 11.4 MEETINGS. Regular meetings of a committee may be held without notice at such time and places as the committee may fix from time to time by resolution. Special meetings of a committee may be called by any member thereof upon not less than one day's notice stating the place, date and hour of the meeting. Notice shall be given personally or by mail, private carrier, telegraph, teletype, electronically transmitted facsimile or other form of wire or wireless communication. If mailed and if in a comprehensible form, such notice shall be deemed to be given and effective when deposited in the United States mail, addressed to the director at his or her address as it appears in the corporation's current records, with postage prepaid. If written notice is given other than by mail, and provided that such notice is in a comprehensible form, the notice is given and effective at the earliest of: (i) the date received; (ii) five days after mailing; or (iii) the date shown on the return receipt, if mailed by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee. Any member of a committee may waive notice of any meeting and no notice of any meeting need be given to any member thereof who attends in person. The notice of a meeting of a committee need not state the business proposed to be transacted at the meeting.



Section 11.5 QUORUM. A majority of the members of a committee shall constitute a quorum for the transaction of business at any meeting thereof, and action of a committee must be authorized by the affirmative vote of a majority of the members present at a meeting at which a quorum is present.

Section 11.6 VACANCIES. Any vacancy in a committee may be filled by a resolution adopted by a majority of the full Board of Directors.

Section 11.7 RESIGNATIONS AND REMOVAL. Any member of a committee may be removed at any time with or without cause by resolution adopted by a majority of the full Board of Directors. Any member of a committee may resign from such committee at any time by giving written notice to the Chief Executive Officer of the corporation, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 11.8 PROCEDURE. A committee shall elect a presiding officer from its members and may fix its own rules of procedure which shall not be inconsistent with these Bylaws. It shall keep regular minutes of its proceedings and report the same to the Board of Directors for its information at the meeting thereof held next after the proceedings shall have been taken.

**ARTICLE XII
EMERGENCY BY-LAWS**

The Emergency Bylaws provided in this Article XII shall be operative during any emergency in the conduct of the business of the corporation resulting from a catastrophic event that prevents the normal functioning of the offices of the Corporation, notwithstanding any different provision in the preceding articles of the Bylaws or in the Articles of Incorporation of the corporation or in the Colorado Business Corporation Act. To the extent not inconsistent with the provisions of this Article, the Bylaws provided in the preceding articles shall remain in effect during such emergency and upon its termination the Emergency Bylaws shall cease to be operative.

During any such emergency:

- (a) A meeting of the Board of Directors may be called by any officer or director of the corporation. Notice of the time and place of the meeting shall be given by the person calling the meeting to such of the directors as it may be feasible to reach by any available means of communication. Such notice shall be given at such time in advance of the meeting as circumstances permit in the judgment of the person calling the meeting.
- (b) At any such meeting of the Board of Directors, a quorum shall consist of the number of directors in attendance at such meeting.
- (c) The Board of Directors, either before or during any such emergency, may, effective in the emergency, change the principal office or designate several alternative principal offices or regional offices or authorize the officers so to do.
- (d) The Board of Directors, either before or during any such emergency, may provide, and from time to time modify, lines of succession in the event that during such an emergency any or all officers or agents of the corporation shall for any reason be rendered incapable of discharging their duties.



(e) No officer, director, or employee acting in accordance with these Emergency Bylaws shall be liable except for willful misconduct.

(f) These Emergency Bylaws shall be subject to repeal or change by further action of the Board of Directors or by action of the shareholders, but no such repeal or change shall modify the provisions of the next preceding paragraph with regard to action taken prior to the time of such repeal or change. Any amendment of these Emergency Bylaws may make any further or different provision that may be practical and necessary for the circumstances of the emergency.

[Certification Page Follows]



CERTIFICATE

I hereby certify that the foregoing Bylaws, consisting of seventeen (17) pages, including this page, constitute the Restated Bylaws of BlastGard International, Inc., adopted by the Board of Directors of the corporation as of May 7, 2004.

/s/ Michael J. Gordon

Michael J. Gordon, Secretary



EXHIBIT 10.13

EMPLOYMENT AGREEMENT

AGREEMENT made as of this 31st day of January, 2004 by and between the parties: **JAMES F. GORDON**, an individual residing at 350 Sorrento Ranches Drive, Nokomis, FL 34275 (hereinafter referred to as the "Executive") and **OPUS RESOURCE GROUP, INC.**, a Colorado corporation, with principal executive offices located at 12900 Automobile Boulevard, Ste D, Clearwater, FL 33762 (hereinafter referred to as the "Company").

WITNESSETH

WHEREAS, the Company designs, manufactures and markets proprietary blast mitigation materials; and

WHEREAS, the Company desires to retain and employ the Executive for the purpose of securing to the Company the experience, ability and services of the Executive as Chief Executive Officer; and

WHEREAS, the Executive desires to be employed by the Company; and

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

**ARTICLE I
EMPLOYMENT**

The Company hereby employs the Executive effective January 31, 2004 as Chief Executive Officer and the Executive hereby accepts such employment and agrees to serve on a full-time basis as an executive officer of the Company subject to and upon the terms and conditions set forth in this Agreement.

**ARTICLE II
DUTIES**

(A) The Executive shall, during the term of his employment with the Company and subject to the direction and control of the Company's Board of Directors, perform such executive duties and functions as he may be called upon to perform consistent with his employment hereunder as Chief Executive Officer.

(B) The Executive Agrees to devote his full time and best efforts to the performance of his duties for the Company, which shall include, but not be limited to, the following: to participate in the direction of the Company's business; and to promote the Company's relationships with its employees, customers and others in the business community.

OPUS _____
JFG _____



**ARTICLE III
COMPENSATION**

(A) The Company shall pay to the Executive for all services to be rendered pursuant to the terms of this Agreement: (i) a base salary at the rate of One Hundred Seventy Five Thousand Dollars and 00/100, or \$14,583.33 per month for the first year, payable in accordance with the Company's normal payroll procedures. In addition, the Executive is entitled to a two percent (2%) Net Profit Bonus each year based on the Company's fiscal year December 31 financials. Executive shall also be entitled to periodic salary adjustments as determined by the Board of Directors. Salary adjustments will be set at a minimum of the rate of inflation as stated by the Consumer Price Index (CPI) published by the U.S. Department of Labor's Bureau of Labor Statistics. Executive's voluntary termination of employment for any reason not covered herein shall terminate the salary of Executive as of the date of such termination.

**ARTICLE IV
STOCK OPTIONS**

(A) The Company shall grant to the Executive non-qualified options to purchase 580,000 (post split) shares of Common Stock of the parent Company OPUS Resource Group, Inc. (the "Options") at an exercise price of \$2.00 per share (the "Exercise Price"). These Options will expire on December 31, 2007 (the "Expiration Date") and shall vest as follows: 200,000 options will vest on June 1, 2004 and January 1, 2005 and 180,000 options on January 1, 2006, respectively. To exercise the Options, the Executive may pay the Exercise Price, as he shall determine, by cash or check, by reduction of the number of shares of Common Stock the Executive is entitled to receive upon exercise thereof based upon the then fair market value of the shares of Common Stock determined by reference to the primary established trading market for the Common Stock, or if no such market exists, determined by the Board of Directors of the Company in good faith, or pursuant to any other program which the Company has established for the exercise of employee stock options generally. An appropriate restrictive legend will be placed on all share certificates delivered to Executive upon exercise of the options unless the shares have been registered with the Securities and Exchange Commission, under a S-8 plan or registration statement, whatever comes first. If the Executive's employment with the Company ceases for any reason or for no reason, then all vested and unvested Options shall vest immediately and continue to be exercisable until the Expiration Date.

**ARTICLE V
WORKING CONDITIONS AND BENEFITS**

(A) The Executive shall be entitled to paid vacations during each year of his employment with the Company in accordance with Company practice. The Executive is entitled to three weeks paid vacation.

(B) The Executive is authorized to incur reasonable and necessary expenses for promoting the business of the Company, including authorized expenses for entertainment, travel and similar items. The Company shall reimburse the Executive on a monthly basis for all such expenses, upon presentation by the Executive of an itemized account of such authorized expenditures.

OPUS _____
JFG _____



(C) The Executive shall be employed by the Company at executive offices maintained by the Company in Clearwater, Florida. The Executive shall travel on the Company's behalf to the extent reasonably necessary.

(D) The Company shall provide the Executive during the term of this Agreement with major medical health benefits equivalent to that provided other officers.

(E) The Company shall provide to the Executive to the full extent provided for under the laws of the Company's State of Incorporation and the Company's Bylaws, indemnification for any claim or lawsuit which may be asserted against the Executive when acting in such capacity for the Company, provided that said indemnification is not in violation of any of the following: (a) federal and state law or (b) rule or regulation of the Securities and Exchange Commission.

**ARTICLE VI
OTHER BENEFITS**

During the term hereof, the Executive shall be entitled to receive such of the following other benefits of employment that are available to other members of the Company's management: health and life insurance benefits, pension, profit sharing and income protection or disability plans, in each instance, consistent with his position.

**ARTICLE VII
TERM**

The term of this Agreement shall commence as of January 1, 2004 and continue until December 31, 2007 unless this Agreement is otherwise terminated pursuant to the terms hereof.

**ARTICLE VIII
TERMINATION**

(A) The Company may terminate this Agreement upon written notice to the Executive if the Executive becomes disabled or suffers an illness and as a result of such disability or illness is substantially unable to perform his duties hereunder for a period of three consecutive months or an aggregate of 90 working days over a consecutive 12 month period; such notice shall be forwarded to the Executive by the Company upon and after a resolution of the Company's Board of Directors authorizing such notification.

(B) The Company may terminate this Agreement, for cause, at any time, by giving the Executive notice thereof specifying the grounds for such termination. In such event, this Agreement and the employment relationship hereunder shall be terminated as of the date of such notice and you will be entitled to no further payments from the Company. For purposes hereof, "Cause" shall mean (i) a breach of trust, including, inter alia, acts of moral turpitude, theft, embezzlement and self-dealing; (ii) the disclosure of confidential information is prohibited hereof (except disclosure in the

OPUS _____
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good faith belief that the same is for the benefit of the Company) which results (or can reasonably be expected to result) in material harm to the Company; (iii) willful misconduct which results (or can reasonably be expected to result) in material harm to the Company, or (iv) willfully fails to carry out the policies of the Company's Board of Directors.

(C) In the event that the Company terminates the employment of the Executive without cause, then the Executive shall be entitled to severance pay equal to the greater of twelve month's base salary at the rate of base salary then in effect at the termination date or the balance of the base salary due for the first three years of the contract. Such severance pay shall be made in one lump sum or in monthly installments on the first day of each month at the option of the Company.

(D) In the event Company is acquired, or is the non-surviving party in a merger, or sells all or substantially all of its assets, this agreement shall not be terminated and the company is bound by the provisions of this agreement.

The consideration set forth in this sub-paragraph (C) together with any prior unpaid salary and unreimbursed expenses, shall completely relieve the Company of any liability to the Executive for any compensation that would have otherwise been payable to the Executive under the terms of this Agreement.

**ARTICLE IX
CONFIDENTIALITY AND NON-COMPETITION**

(A) All Company trade secrets, proprietary information, software, software codes, advertising, sales, marketing and other materials or articles of information, including without limitation customer and supplier lists, data processing reports, customer sales analyses, invoices, price lists or information, samples, or any other materials or data of any kind furnished to the Executive by the Company or developed by the Executive on behalf of the Company or at the Company's direction or for the Company's use or otherwise in connection with the Executive's employment hereunder, are and shall remain the sole and confidential property of the Company; if the Company requests the return of such materials at any time during or after the termination of the Executive's employment, the Executive shall immediately deliver the same to the Company.

(B) During the term of this Agreement and eighteen months after the termination of his employment with the Company for any reason whatsoever, the Executive shall not directly or indirectly induce or attempt to influence any employee of the Company to terminate his or her employment with Company and shall not engage in (as a principal, partner, director, officer, agent, employee, consultant or otherwise) or be financially interested in any business in direct competition with the business of the Company. However, nothing contained in this paragraph shall prevent the Executive from holding for investment of no more than two percent (2%) of any class of equity securities of a company whose securities are traded on a national securities exchange.

(C) During the term of this Agreement and at all times thereafter, the Executive shall not use for his personal benefit, or disclose, communicate or divulge to, or use for the direct or indirect benefit of any person, firm association or company other than the Company, any material referred to

OPUS _____
JFG _____



in paragraph (A) above or any information regarding the business methods, business policies, procedures, techniques, research or development projects or results, trade secrets, or other knowledge or processes used or developed by the Company or any names and addresses of customers or clients or any other confidential information relating to or dealing with the business operations or activities of the Company, made known to the Executive or learned or acquired by the Executive while in the employ of the Company

**ARTICLE X
SEVERABILITY**

If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall remain in full force and effect in all other circumstances.

**ARTICLE XI
ARBITRATION**

Any controversy, claim or dispute arising out of the terms of this Agreement, or the breach thereof, may be settled by arbitration in Pinellas County Florida under the rules of the American Arbitration Association, if both the Company and the Executive agree to arbitration, and the award rendered thereon shall be final, binding and conclusive as to all parties and may be entered in any court of competent jurisdiction.

**ARTICLE XII
NOTICE**

All notices required to be given under the terms of this Agreement shall be in writing and shall be deemed to have been duly given if delivered to the addressee in person or mailed by certified mail, return receipt requested, as follows:

If to the Company, addressed to:
 OPUS Resource Group, Inc.
 12900 Automobile Blvd., Ste D
 Clearwater, FL 33762

If to the Executive, addressed to:
 James F. Gordon
 350 Sorrento Ranches Drive
 Nokomis, FL 34275

or to any such other address as the party to receive the notice shall advise by due notice given in accordance with this paragraph.

OPUS _____
 JFG _____



**ARTICLE XIII
BENEFIT**

This Agreement shall inure to and shall be binding upon the parties hereto, the successors and assigns of the Company and the heirs and personal representatives of the Executive.

**ARTICLE XIV
WAIVER**

The waiver of either party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

**ARTICLE XV
GOVERNING LAW**

This Agreement has been negotiated and executed in the State of Florida and Florida law shall govern its construction and validity.

**ARTICLE XVI
ENTIRE AGREEMENT**

This Agreement contains the entire Agreement between the parties hereto; no change, addition or amendment shall be made hereto except by written agreement signed by the parties hereto. This Agreement supersedes all prior Agreements and understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and affixed their hands and seal the day and year first above written.

Executive:

/s/ James F. Gordon

James F. Gordon

OPUS RESOURCE GROUP, INC.

[Corporate Seal]

By /s/ John L. Waddell, Jr.

Print Name: John L. Waddell, Jr.

Title: President & COO

ATTEST:

OPUS _____
JFG _____



EXHIBIT 10.14

EMPLOYMENT AGREEMENT

AGREEMENT made as of this 31st day of January, 2004 by and between the parties: **MICHAEL J. GORDON**, an individual residing at 2926 Magnolia Trace, Tarpon Springs, FL 34688 (hereinafter referred to as the "Executive") and **OPUS RESOURCE GROUP, INC.**, a Colorado corporation, with principal executive offices located at 12900 Automobile Boulevard, Ste D, Clearwater, FL 33762 (hereinafter referred to as the "Company").

WITNESSETH

WHEREAS, the Company designs, manufactures and markets proprietary blast mitigation materials; and

WHEREAS, the Company desires to retain and employ the Executive for the purpose of securing to the Company the experience, ability and services of the Executive as VP of Corporate Administration; and

WHEREAS, the Executive desires to be employed by the Company; and

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

**ARTICLE I
EMPLOYMENT**

The Company hereby employs the Executive effective January 31, 2004 as VP of Corporate Administration and the Executive hereby accepts such employment and agrees to serve on a full-time basis as an executive officer of the Company subject to and upon the terms and conditions set forth in this Agreement.

**ARTICLE II
DUTIES**

(A) The Executive shall, during the term of his employment with the Company and subject to the direction and control of the Company's Board of Directors, perform such executive duties and functions as he may be called upon to perform consistent with his employment hereunder as VP B Corporate Administration.

(B) The Executive Agrees to devote his full time and best efforts to the performance of his duties for the Company, which shall include, but not be limited to, the following: to participate in the direction of the Company's business; and to promote the Company's relationships with its employees, customers and others in the business community.

OPUS _____
MJG _____



**ARTICLE III
COMPENSATION**

(A) The Company shall pay to the Executive for all services to be rendered pursuant to the terms of this Agreement: (i) a base salary at the rate of One Hundred Twenty Five Thousand Dollars and 00/100, or Ten Thousand Four Hundred Sixteen Dollars and Sixty Seven Cents (\$10,416.67) per month for the first year, payable in accordance with the Company's normal payroll procedures. In addition, the Executive is entitled to a one percent (1%) Net Profit Bonus each year based on the Company's fiscal year December 31 financials. Executive shall also be entitled to periodic salary adjustments as determined by the Board of Directors. Salary adjustments will be set at a minimum of the rate of inflation as stated by the Consumer Price Index (CPI) published by the U.S. Department of Labor's Bureau of Labor Statistics. Executive's voluntary termination of employment for any reason not covered herein shall terminate the salary of Executive as of the date of such termination.

**ARTICLE IV
STOCK OPTIONS**

(A) The Company shall grant to the Executive non-qualified options to purchase 300,000 (post split) shares of Common Stock of the parent Company OPUS Resource Group, Inc. (the "Options") at an exercise price of \$2.00 per share (the "Exercise Price"). These Options will expire on December 31, 2007 (the "Expiration Date") and shall vest as follows: 100,000 options will vest on June 30, 2004, January 1, 2005 and January 1, 2006, respectively. To exercise the Options, the Executive may pay the Exercise Price, as he shall determine, by cash or check, by reduction of the number of shares of Common Stock the Executive is entitled to receive upon exercise thereof based upon the then fair market value of the shares of Common Stock determined by reference to the primary established trading market for the Common Stock, or if no such market exists, determined by the Board of Directors of the Company in good faith, or pursuant to any other program which the Company has established for the exercise of employee stock options generally. An appropriate restrictive legend will be placed on all share certificates delivered to Executive upon exercise of the options unless the shares have been registered with the Securities and Exchange Commission, under a S-8 plan or registration statement, whatever comes first. If the Executive's employment with the Company ceases for any reason or for no reason, then all vested and unvested Options shall vest immediately and continue to be exercisable until the Expiration Date.

**ARTICLE V
WORKING CONDITIONS AND BENEFITS**

(A) The Executive shall be entitled to paid vacations during each year of his employment with the Company in accordance with Company practice. The Executive is entitled to three weeks paid vacation.

(B) The Executive is authorized to incur reasonable and necessary expenses for promoting the business of the Company, including authorized expenses for entertainment, travel and similar items. The Company shall reimburse the Executive on a monthly basis for all such expenses, upon presentation by the Executive of an itemized account of such authorized expenditures.

OPUS _____
MJG _____



(C) The Executive shall be employed by the Company at executive offices maintained by the Company in Clearwater, Florida. The Executive shall travel on the Company's behalf to the extent reasonably necessary.

(D) The Company shall provide the Executive during the term of this Agreement with major medical health benefits equivalent to that provided other officers.

(E) The Company shall provide to the Executive to the full extent provided for under the laws of the Company's State of Incorporation and the Company's Bylaws, indemnification for any claim or lawsuit which may be asserted against the Executive when acting in such capacity for the Company, provided that said indemnification is not in violation of any of the following: (a) federal and state law or (b) rule or regulation of the Securities and Exchange Commission.

**ARTICLE VI
OTHER BENEFITS**

During the term hereof, the Executive shall be entitled to receive such of the following other benefits of employment that are available to other members of the Company's management: health and life insurance benefits, pension, profit sharing and income protection or disability plans, in each instance, consistent with his position.

**ARTICLE VII
TERM**

The term of this Agreement shall commence as of January 1, 2004 and continue until December 31, 2007 unless this Agreement is otherwise terminated pursuant to the terms hereof.

**ARTICLE VIII
TERMINATION**

(A) The Company may terminate this Agreement upon written notice to the Executive if the Executive becomes disabled or suffers an illness and as a result of such disability or illness is substantially unable to perform his duties hereunder for a period of three consecutive months or an aggregate of 90 working days over a consecutive 12 month period; such notice shall be forwarded to the Executive by the Company upon and after a resolution of the Company's Board of Directors authorizing such notification.

(B) The Company may terminate this Agreement, for cause, at any time, by giving the Executive notice thereof specifying the grounds for such termination. In such event, this Agreement and the employment relationship hereunder shall be terminated as of the date of such notice and you will be entitled to no further payments from the Company. For purposes hereof, "Cause" shall mean (i) a breach of trust, including, inter alia, acts of moral turpitude, theft, embezzlement and self-dealing;

OPUS _____
MJG _____



(ii) the disclosure of confidential information is prohibited hereof (except disclosure in the good faith belief that the same is for the benefit of the Company) which results (or can reasonably be expected to result) in material harm to the Company; (iii) willful misconduct which results (or can reasonably be expected to result) in material harm to the Company, or (iv) willfully fails to carry out the policies of the Company's Board of Directors.

(C) In the event that the Company terminates the employment of the Executive without cause, then the Executive shall be entitled to severance pay equal to the greater of twelve month's base salary at the rate of base salary then in effect at the termination date or the balance of the base salary due for the first three years of the contract. Such severance pay shall be made in one lump sum or in monthly installments on the first day of each month at the option of the Company.

(D) In the event Company is acquired, or is the non-surviving party in a merger, or sells all or substantially all of its assets, this agreement shall not be terminated and the company is bound by the provisions of this agreement.

The consideration set forth in this sub-paragraph (C) together with any prior unpaid salary and unreimbursed expenses, shall completely relieve the Company of any liability to the Executive for any compensation that would have otherwise been payable to the Executive under the terms of this Agreement.

**ARTICLE IX
CONFIDENTIALITY AND NON-COMPETITION**

(A) All Company trade secrets, proprietary information, software, software codes, advertising, sales, marketing and other materials or articles of information, including without limitation customer and supplier lists, data processing reports, customer sales analyses, invoices, price lists or information, samples, or any other materials or data of any kind furnished to the Executive by the Company or developed by the Executive on behalf of the Company or at the Company's direction or for the Company's use or otherwise in connection with the Executive's employment hereunder, are and shall remain the sole and confidential property of the Company; if the Company requests the return of such materials at any time during or after the termination of the Executive's employment, the Executive shall immediately deliver the same to the Company.

(B) During the term of this Agreement and eighteen months after the termination of his employment with the Company for any reason whatsoever, the Executive shall not directly or indirectly induce or attempt to influence any employee of the Company to terminate his or her employment with Company and shall not engage in (as a principal, partner, director, officer, agent, employee, consultant or otherwise) or be financially interested in any business in direct competition with the business of the Company. However, nothing contained in this paragraph shall prevent the Executive from holding for investment of no more than two percent (2%) of any class of equity securities of a company whose securities are traded on a national securities exchange.

(C) During the term of this Agreement and at all times thereafter, the Executive shall not use for his personal benefit, or disclose, communicate or divulge to, or use for the direct or indirect

OPUS _____
MJG _____



benefit of any person, firm association or company other than the Company, any material referred to in paragraph (A) above or any information regarding the business methods, business policies, procedures, techniques, research or development projects or results, trade secrets, or other knowledge or processes used or developed by the Company or any names and addresses of customers or clients or any other confidential information relating to or dealing with the business operations or activities of the Company, made known to the Executive or learned or acquired by the Executive while in the employ of the Company.

**ARTICLE X
SEVERABILITY**

If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall remain in full force and effect in all other circumstances.

**ARTICLE XI
ARBITRATION**

Any controversy, claim or dispute arising out of the terms of this Agreement, or the breach thereof, may be settled by arbitration in Pinellas County Florida under the rules of the American Arbitration Association, if both the Company and the Executive agree to arbitration, and the award rendered thereon shall be final, binding and conclusive as to all parties and may be entered in any court of competent jurisdiction.

**ARTICLE XII
NOTICE**

All notices required to be given under the terms of this Agreement shall be in writing and shall be deemed to have been duly given if delivered to the addressee in person or mailed by certified mail, return receipt requested, as follows:

If to the Company, addressed to:
 OPUS Resource Group, Inc.
 12900 Automobile Blvd., Ste D
 Clearwater, FL 33762

If to the Executive, addressed to:
 Michael J. Gordon
 2926 Magnolia Trace
 Tarpon Springs, FL 34688

or to any such other address as the party to receive the notice shall advise by due notice given in accordance with this paragraph.

OPUS _____
 MJG _____



**ARTICLE XIII
BENEFIT**

This Agreement shall inure to and shall be binding upon the parties hereto, the successors and assigns of the Company and the heirs and personal representatives of the Executive.

**ARTICLE XIV
WAIVER**

The waiver of either party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

**ARTICLE XV
GOVERNING LAW**

This Agreement has been negotiated and executed in the State of Florida and Florida law shall govern its construction and validity.

**ARTICLE XVI
ENTIRE AGREEMENT**

This Agreement contains the entire Agreement between the parties hereto; no change, addition or amendment shall be made hereto except by written agreement signed by the parties hereto. This Agreement supersedes all prior Agreements and understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and affixed their hands and seal the day and year first above written.

Executive:

/s/ Michael J. Gordon

Michael J. Gordon

OPUS RESOURCE GROUP, INC.

[Corporate Seal]

By /s/ John L. Waddell, Jr.

Print Name: John L. Waddell, Jr.

Title: President & COO

ATTEST:

OPUS _____
MJG _____



EXHIBIT 10.15

EMPLOYMENT AGREEMENT

AGREEMENT made as of this 31st day of January, 2004 by and between the parties: **JOHN L. WADDELL, JR.**, an individual residing at 6723 Fawncliff Drive, Houston, TX 77069 (hereinafter referred to as the "Executive") and **OPUS RESOURCE GROUP, INC.**, a Colorado corporation, with principal executive offices located at 12900 Automobile Boulevard, Ste D, Clearwater, FL 33762 (hereinafter referred to as the "Company").

WITNESSETH

WHEREAS, the Company designs, manufactures and markets proprietary blast mitigation materials; and

WHEREAS, the Company desires to retain and employ the Executive for the purpose of securing to the Company the experience, ability and services of the Executive as President and Chief Operating Officer; and

WHEREAS, the Executive desires to be employed by the Company; and

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

**ARTICLE I
EMPLOYMENT**

The Company hereby employs the Executive effective January 31, 2004 as President and Chief Operating Officer and the Executive hereby accepts such employment and agrees to serve on a full-time basis as an executive officer of the Company subject to and upon the terms and conditions set forth in this Agreement.

**ARTICLE II
DUTIES**

(A) The Executive shall, during the term of his employment with the Company and subject to the direction and control of the Company's Board of Directors, perform such executive duties and functions as he may be called upon to perform consistent with his employment hereunder as President and Chief Operating Officer.

(B) The Executive Agrees to devote his full time and best efforts to the performance of his duties for the Company, which shall include, but not be limited to, the following: to participate in the direction of the Company's business; and to promote the Company's relationships with its employees, customers and others in the business community.

OPUS _____
JLW _____



**ARTICLE III
COMPENSATION**

(A) The Company shall pay to the Executive for all services to be rendered pursuant to the terms of this Agreement: (i) a base salary at the rate of One Hundred Fifty Thousand Dollars and 00/100, or Twelve Thousand Five Hundred Dollars (\$12,500.00) per month for the first year, payable in accordance with the Company's normal payroll procedures. In addition, the Executive is entitled to a two percent (2%) Net Profit Bonus each year based on the Company's fiscal year December 31 financials. Executive shall also be entitled to periodic salary adjustments as determined by the Board of Directors. Salary adjustments will be set at a minimum of the rate of inflation as stated by the Consumer Price Index (CPI) published by the U.S. Department of Labor's Bureau of Labor Statistics. Executive's voluntary termination of employment for any reason not covered herein shall terminate the salary of Executive as of the date of such termination.

(B) This position does not require the Executive to work out of the home office to be located in Clearwater, Florida. However, reasonable and customary relocation costs to Clearwater shall be borne by the Company, if relocation occurs. The Executive will be responsible for submitting expense receipts in support of the expenses incurred in the relocation. The Company will provide to the Executive housing for 60 days as part of his relocation cost.

**ARTICLE IV
STOCK OPTIONS**

(A) The Company shall grant to the Executive non-qualified options to purchase 580,000 (post split) shares of Common Stock of the parent Company OPUS Resource Group, Inc. (the "Options") at an exercise price of \$2.00 per share (the "Exercise Price"). These Options will expire on December 31, 2007 (the "Expiration Date") and shall vest as follows: 200,000 options will vest on June 30, 2004 and January 1, 2005 and 180,000 options on January 1, 2006, respectively. To exercise the Options, the Executive may pay the Exercise Price, as he shall determine, by cash or check, by reduction of the number of shares of Common Stock the Executive is entitled to receive upon exercise thereof based upon the then fair market value of the shares of Common Stock determined by reference to the primary established trading market for the Common Stock, or if no such market exists, determined by the Board of Directors of the Company in good faith, or pursuant to any other program which the Company has established for the exercise of employee stock options generally. An appropriate restrictive legend will be placed on all share certificates delivered to Executive upon exercise of the options unless the shares have been registered with the Securities and Exchange Commission, under a S-8 plan or registration statement, whatever comes first. If the Executive's employment with the Company ceases for any reason or for no reason, then all vested and unvested Options shall vest immediately and continue to be exercisable until the Expiration Date.

**ARTICLE V
WORKING CONDITIONS AND BENEFITS**

(A) The Executive shall be entitled to paid vacations during each year of his employment with the Company in accordance with Company practice. The Executive is entitled to four weeks paid vacation.

(B) The Executive is authorized to incur reasonable and necessary expenses for promoting the business of the Company, including authorized expenses for entertainment, travel and similar items. The Company shall reimburse the Executive on a monthly basis for all such expenses, upon presentation by the Executive of an itemized account of such authorized expenditures.

OPUS _____
JLW _____



(C) The Executive shall be employed by the Company at executive offices maintained by the Company in Clearwater, Florida. The Executive shall travel on the Company's behalf to the extent reasonably necessary.

(D) The Company shall provide the Executive during the term of this Agreement with major medical health benefits equivalent to that provided other officers.

(E) The Company shall provide to the Executive to the full extent provided for under the laws of the Company's State of Incorporation and the Company's Bylaws, indemnification for any claim or lawsuit which may be asserted against the Executive when acting in such capacity for the Company, provided that said indemnification is not in violation of any of the following: (a) federal and state law or (b) rule or regulation of the Securities and Exchange Commission.

**ARTICLE VI
OTHER BENEFITS**

During the term hereof, the Executive shall be entitled to receive such of the following other benefits of employment that are available to other members of the Company's management: health and life insurance benefits, pension, profit sharing and income protection or disability plans, in each instance, consistent with his position.

**ARTICLE VII
TERM**

The term of this Agreement shall commence as of January 1, 2004 and continue until December 31, 2007 unless this Agreement is otherwise terminated pursuant to the terms hereof.

**ARTICLE VIII
TERMINATION**

(A) The Company may terminate this Agreement upon written notice to the Executive if the Executive becomes disabled or suffers an illness and as a result of such disability or illness is substantially unable to perform his duties hereunder for a period of three consecutive months or an aggregate of 90 working days over a consecutive 12 month period; such notice shall be forwarded to the Executive by the Company upon and after a resolution of the Company's Board of Directors authorizing such notification.

(B) The Company may terminate this Agreement, for cause, at any time, by giving the Executive notice thereof specifying the grounds for such termination. In such event, this Agreement and the employment relationship hereunder shall be terminated as of the date of such notice and you will be entitled to no further payments from the Company. For purposes hereof, "Cause" shall mean (i) a breach of trust, including, inter alia, acts of moral turpitude, theft, embezzlement and self-dealing; (ii) the disclosure of confidential information is prohibited hereof (except disclosure in the

OPUS _____
JLW _____



good faith belief that the same is for the benefit of the Company) which results (or can reasonably be expected to result) in material harm to the Company; (iii) willful misconduct which results (or can reasonably be expected to result) in material harm to the Company, or (iv) willfully fails to carry out the policies of the Company's Board of Directors.

(C) In the event that the Company terminates the employment of the Executive without cause, then the Executive shall be entitled to severance pay equal to the greater of twelve month's base salary at the rate of base salary then in effect at the termination date or the balance of the base salary due for the first three years of the contract. Such severance pay shall be made in one lump sum or in monthly installments on the first day of each month at the option of the Company.

(D) In the event Company is acquired, or is the non-surviving party in a merger, or sells all or substantially all of its assets, this agreement shall not be terminated and the company is bound by the provisions of this agreement.

The consideration set forth in this sub-paragraph (C) together with any prior unpaid salary and unreimbursed expenses, shall completely relieve the Company of any liability to the Executive for any compensation that would have otherwise been payable to the Executive under the terms of this Agreement.

**ARTICLE IX
CONFIDENTIALITY AND NON-COMPETITION**

(A) All Company trade secrets, proprietary information, software, software codes, advertising, sales, marketing and other materials or articles of information, including without limitation customer and supplier lists, data processing reports, customer sales analyses, invoices, price lists or information, samples, or any other materials or data of any kind furnished to the Executive by the Company or developed by the Executive on behalf of the Company or at the Company's direction or for the Company's use or otherwise in connection with the Executive's employment hereunder, are and shall remain the sole and confidential property of the Company; if the Company requests the return of such materials at any time during or after the termination of the Executive's employment, the Executive shall immediately deliver the same to the Company.

(B) During the term of this Agreement and eighteen months after the termination of his employment with the Company for any reason whatsoever, the Executive shall not directly or indirectly induce or attempt to influence any employee of the Company to terminate his or her employment with Company and shall not engage in (as a principal, partner, director, officer, agent, employee, consultant or otherwise) or be financially interested in any business in direct competition with the business of the Company. However, nothing contained in this paragraph shall prevent the Executive from holding for investment of no more than two percent (2%) of any class of equity securities of a company whose securities are traded on a national securities exchange.

(C) During the term of this Agreement and at all times thereafter, the Executive shall not use for his personal benefit, or disclose, communicate or divulge to, or use for the direct or indirect benefit of any person, firm association or company other than the Company, any material referred to in paragraph (A) above or any information regarding the business methods, business policies,

OPUS _____
JLW _____



procedures, techniques, research or development projects or results, trade secrets, or other knowledge or processes used or developed by the Company or any names and addresses of customers or clients or any other confidential information relating to or dealing with the business operations or activities of the Company, made known to the Executive or learned or acquired by the Executive while in the employ of the Company.

**ARTICLE X
SEVERABILITY**

If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall remain in full force and effect in all other circumstances.

**ARTICLE XI
ARBITRATION**

Any controversy, claim or dispute arising out of the terms of this Agreement, or the breach thereof, may be settled by arbitration in Pinellas County Florida under the rules of the American Arbitration Association, if both the Company and the Executive agree to arbitration, and the award rendered thereon shall be final, binding and conclusive as to all parties and may be entered in any court of competent jurisdiction.

**ARTICLE XII
NOTICE**

All notices required to be given under the terms of this Agreement shall be in writing and shall be deemed to have been duly given if delivered to the addressee in person or mailed by certified mail, return receipt requested, as follows:

If to the Company, addressed to:
 OPUS Resource Group, Inc.
 12900 Automobile Blvd., Ste D
 Clearwater, FL 33762

If to the Executive, addressed to:
 John L. Waddell, Jr.
 6723 Fawncliff Drive
 Houston, TX 77069

or to any such other address as the party to receive the notice shall advise by due notice given in accordance with this paragraph

**ARTICLE XIII
BENEFIT**

This Agreement shall inure to and shall be binding upon the parties hereto, the successors and assigns of the Company and the heirs and personal representatives of the Executive.

OPUS _____
 JLW _____



**ARTICLE XIV
WAIVER**

The waiver of either party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

**ARTICLE XV
GOVERNING LAW**

This Agreement has been negotiated and executed in the State of Florida and Florida law shall govern its construction and validity.

**ARTICLE XVI
ENTIRE AGREEMENT**

This Agreement contains the entire Agreement between the parties hereto; no change, addition or amendment shall be made hereto except by written agreement signed by the parties hereto. This Agreement supersedes all prior Agreements and understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and affixed their hands and seal the day and year first above written.

Executive:

/s/ John L. Waddell, Jr.

John L. Waddell, Jr.

OPUS RESOURCE GROUP, INC.

[Corporate Seal]

By: /s/ James F. Gordon

Print Name: James F. Gordon

Title: CEO

ATTEST:

OPUS _____
JLW _____



Exhibit 31.1

CERTIFICATION PURSUANT TO
18 U.S.C. ss.1350, AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, James F. Gordon, Chief Executive Officer of BlastGard International, Inc., certify that:

1. I have reviewed this quarterly report on Form 10-QSB for the period ended March 31, 2004, of BlastGard International, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

May 14, 2004

/s/ James F. Gordon

James F. Gordon, Chief Executive Officer



Exhibit 31.2

CERTIFICATION PURSUANT TO
18 U.S.C. ss.1350, AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Michael J. Gordon, Chief Financial Officer of BlastGard International, Inc., certify that:

1. I have reviewed this quarterly report on Form 10-QSB for the period ended March 31, 2004, of BlastGard International, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

May 14, 2004

/s/ Michael J. Gordon

Michael J. Gordon, Chief Financial Officer



Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. ss.1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

Solely for the purposes of complying with, and the extent required by 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned certifies, in his capacity as the Chief Executive Officer of BlastGard International, Inc., that, to his knowledge, the Quarterly Report of the company on Form 10-QSB for the period ended March 31, 2004, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in the report fairly presents, in all material respects, the company's financial condition and results of operations.

May 14, 2004

/s/ James F. Gordon

James F. Gordon, Chief Executive Officer



Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. ss.1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

Solely for the purposes of complying with, and the extent required by 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned certifies, in his capacity as the Chief Financial Officer of BlastGard International, Inc., that, to his knowledge, the Quarterly Report of the company on Form 10-QSB for the period ended March 31, 2004, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in the report fairly presents, in all material respects, the company's financial condition and results of operations.

May 14, 2004

/s/ Michael J. Gordon

Michael J. Gordon, Chief Financial Officer