

468365

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32302
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

Blue Shark, Inc.

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*****70.00 *****70.00

- ___ Art of Inc. File _____
- ___ LTD Partnership File _____
- ___ Foreign Corp. File _____
- ___ L.C. File _____
- ___ Fictitious Name File _____
- ___ Trade/Service Mark _____
- ___ Merger File _____
- ___ Art. of Amend. File _____
- ___ RA Resignation _____
- ___ Dissolution / Withdrawal _____
- ___ Annual Report / Reinstatement _____
- ___ Cert. Copy _____
- ___ Photo Copy _____
- ___ Certificate of Good Standing _____
- ___ Certificate of Status _____
- ___ Certificate of Fictitious Name _____
- ___ Corp Record Search _____
- ___ Officer Search _____
- ___ Fictitious Search _____
- ___ Fictitious Owner Search _____
- ___ Vehicle Search _____
- ___ Driving Record _____
- ___ UCC 1 or 3 File _____
- ___ UCC 11 Search _____
- ___ UCC 11 Retrieval _____
- ___ Courier _____

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

98 SEP 29 PM 2:14

FILED

DIVISION OF CORPORATION

98 SEP 29 AM 10:50

RECEIVED

See 9/29

Signature _____

Requested by: CS 9/29 9:46
Name Date Time

Walk-In _____ Will Pick Up _____

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

BLUE SHARK, INC., a Georgia corporation

INTO

H2O INDUSTRIES, INC., a Florida corporation, L68365.

File date: September 29, 1998

Corporate Specialist: Teresa Brown

**ARTICLES OF MERGER OF
BLUE SHARK, INC.
INTO
H₂O INDUSTRIES, INC.**

FILED
98 SEP 29 PM 2:14
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105, Florida Statutes, the corporations described herein, desiring to effect a merger, set forth the following facts.

ARTICLE I

The name of the corporation surviving the merger is H₂O INDUSTRIES, INC. The name of the surviving corporation has not been changed as a result of the merger.

ARTICLE II

The surviving corporation is a domestic corporation incorporated in the State of Florida on April 23, 1990 as Mr. Pool of Citrus, Inc., changing its name on October 30, 1991 to the current name, H₂O INDUSTRIES, INC.

ARTICLE III

The non-surviving corporation is BLUE SHARK, INC., which was incorporated on September 3, 1996 in the State of Georgia.

ARTICLE IV

The Plan of merger, containing the information required by Section 607.1105, Florida Statutes, is set forth in Exhibit A, which is attached hereto and made a part hereof.

ARTICLE V

The plan of merger was recommended by the Board of Directors and approved by the shareholders on August 27, 1998. The number of votes cast for the merger was sufficient for approval.

ARTICLE VI

The plan of merger was recommended by the Board of Directors and approved by the shareholders on August 27, 1998. The number of votes cast for the merger was sufficient for approval.

ARTICLE VII

These Articles of merger will be effective on August 31, 1998.

In witness whereof, the parties jointly sign these Articles of Merger on August 31, 1998

H₂O INDUSTRIES, INC.

By:


Patrick Flanagan, President

BLUE SHARK, INC.

By:


Patrick Flanagan, President

AGREEMENT & PLAN OF MERGER OF BLUE SHARK, INC. INTO H2O INDUSTRIES, INC.

This Agreement and Plan of Merger ("**Agreement and Plan of Merger**") dated as of August 28, 1998, by and between Blue Shark, Inc. ("**Target**"), a Georgia corporation having its principal office at 2615 Bemiss Road, Valdosta, GA 31602, and H2O Industries, Inc. ("**H₂O**"), a Florida corporation having its principal office at 4404 N.W. 13th Street, Gainesville, FL 32609.

WHEREAS, the respective Boards of Directors of Target and H2O deem the merger of Target with and into H2O, under and pursuant to the terms and conditions herein set forth or referred to, desirable and in the best interests of the respective corporations and their respective shareholders, and the respective Boards of Directors of Target and H2O have adopted or are expected to adopt resolutions approving this Agreement and Plan of Merger and an Agreement and Plan of Reorganization dated of even date herewith ("**Reorganization Agreement**"); and

WHEREAS, the Board of Directors of Target has directed that this Agreement and Plan of Merger be submitted to the shareholders of Target;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the parties hereto do hereby agree as follows.

ARTICLE I. MERGER; PURPOSE; CONTINUITY

Subject to the terms and conditions of this Agreement and Plan of Merger, on the Effective Date (as hereinafter defined), Target shall be merged with and into H2O, pursuant to the provisions of, and with the effect provided in, Section 14-4-142, Ga. Stat. and Section 607.1101, Fla. Stat. (said transaction being hereinafter referred to as the "**Merger**"). On the Effective Date, the separate existence of Target shall cease and H2O, as the surviving entity, shall continue unaffected and unimpaired by the Merger. (H2O as existing on and after the Effective Date being hereinafter sometimes referred to as the "**Surviving Corporation**.") On the Effective Date, the registered office of the Surviving Corporation in Florida shall remain unchanged by the Merger.

The purpose of merging is to simplify record keeping, eliminate duplication of administrative work, and thereby reduce expenses. H2O and Target are commonly controlled, in the same line of business, serve the same type of customers, and sell the same types of products and services.

The business of Target will be continued by H2O for the indefinite future.

ARTICLE II. ARTICLES OF INCORPORATION AND BY-LAWS

The Articles of Incorporation and the By-Laws of H2O in effect immediately prior to the Effective Date shall be the Articles of Incorporation and the By-Laws of the Surviving Corporation in each case, until amended in accordance with applicable law.

ARTICLE III. BOARD OF DIRECTORS

On the Effective Date, the Board of Directors of the Surviving Corporation shall consist of those persons serving as directors of H2O immediately prior to the Effective Date.

ARTICLE IV. CAPITAL

The shares of capital stock of the Surviving Corporation issued and outstanding immediately prior to the Effective Date shall continue to be issued and outstanding on the Effective Date. As of August 28, 1998: a) Target has authorized 10,000 shares of common stock, par value \$.10 per share, 540 shares of which issued and outstanding; and b) H2O has authorized 500,000 shares of common stock, par value \$1.00 per share, 639.9 shares of which issued and outstanding.

ARTICLE V. CONVERSION AND EXCHANGE OF TARGET SHARES; FRACTIONAL SHARE INTERESTS

1. On the Effective Date, each share of the common stock of Target, \$.10 par value ("**Target Common Stock**"), outstanding immediately prior to the Effective Date (except as provided in Paragraphs 4, 5 and 6 of this Article) by virtue of the Merger shall be converted into 0.0497 shares of common stock, par value \$1.00 per share, of H2O ("**H2O Common Stock**"). No liabilities will be assumed in the merger, and no property acquired in the merger will be subject to any liabilities.

2. On and after the Effective Date, each holder of a certificate or certificates theretofore representing outstanding shares of Target Common Stock (any such certificate being hereinafter referred to as a "**Certificate**") may surrender the same to H2O or its agent for cancellation and each such holder shall be entitled upon such surrender to receive in exchange therefor certificate(s) representing the number of shares of H2O Common Stock to which such holder is entitled as provided herein and a check in an amount equal to the amount of cash, without interest, to which such holder is entitled. Until so surrendered, each Certificate shall be deemed for all purposes to evidence ownership of the number of shares of H2O Common Stock into which the shares represented by such Certificates have been changed or converted as aforesaid. If any certificate for shares of Target Common Stock is to be issued in a name other than that in which a certificate surrendered for exchange is issued, the certificate so

surrendered shall be properly endorsed and otherwise in proper form for transfer and the person requesting such exchange shall affix any requisite stock transfer tax stamps to the certificate surrendered or provide funds for their purchase or establish to the satisfaction of H2O or its agent that such taxes are not payable.

3. Upon the Effective Date, the stock transfer books of Target shall be closed and no transfer of Target Common Stock shall thereafter be made or recognized. Any other provision of this Agreement and Plan of Merger notwithstanding, neither H2O or its agent nor any party to the Merger shall be liable to a holder of Target Common Stock for any amount paid or property delivered in good faith to a public official pursuant to any applicable abandoned property, escheat, or similar law.

4. No conversion under Paragraph 1 of this Article V shall be made in respect of any share of Target Common Stock as to which any Target shareholder has elected to exercise dissenters' rights pursuant to Section Title 14, Chapter 2, Article 13 of the Georgia Statutes, if any, until such time as such shareholder shall have effectively lost dissenters' rights.

5. In the event that, prior to the Effective Date, the outstanding shares of H2O Common Stock shall have been increased, decreased, or changed into or exchanged for a different number or kind of shares or securities by reorganization, recapitalization, reclassification, stock dividend, stock split or other like changes in H2O's capitalization, all without H2O receiving consideration therefor, then an appropriate and proportionate adjustment shall be made in the number and kind of shares of H2O Common Stock to be thereafter delivered pursuant to this Agreement and Plan of Merger.

ARTICLE VI. EFFECTIVE DATE OF THE MERGER

Certificates of merger evidencing the transactions contemplated herein shall be delivered to the Georgia Secretary of State and the Florida Secretary of State for filing. The Merger shall be effective at the time and on the date specified in such certificates of merger (such date and time being herein referred to as the "Effective Date").

ARTICLE VII. FURTHER ASSURANCES

If at any time the Surviving Corporation shall consider or be advised that any further assignments, conveyances, or assurances are necessary or desirable to vest, perfect, or confirm in the Surviving Corporation title to any property or rights of Target, or otherwise carry out the provisions hereof, the proper officers and directors of Target, as of the Effective Date, and thereafter the officers of the Surviving Corporation, acting on behalf of Target, shall execute and deliver any and all proper assignments, conveyances, and assurances, and do all things necessary or desirable to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise carry out the provisions hereof.

ARTICLE IX. TERMINATION

Anything contained in this Agreement and Plan of Merger to the contrary notwithstanding, and notwithstanding adoption hereof by the shareholders of Target, this Agreement and Plan of Merger may be terminated and the Merger abandoned at any time on or prior to the Effective Date by mutual written consent of the parties hereto.

ARTICLE X. CONSENT TO SERVICE

The Surviving Corporation consents that it may be sued and served with process in the State of Georgia and the Surviving Corporation hereby irrevocably appoints the Secretary of State of the State of Georgia as its agent to accept service of process in any proceedings in Georgia to enforce against the Surviving Corporation any obligation of Target or to enforce the rights of a dissenting shareholder of Target.

ARTICLE XI. MISCELLANEOUS

1. This Agreement and Plan of Merger may be amended or supplemented at any time prior to its Effective Date by mutual agreement of H2O and Target. Any such amendment or supplement must be in writing and approved by their respective Boards of Directors and/or by officers authorized thereby.

2. Any notice or other communication required or permitted under this Agreement and Plan of Merger shall be given and shall be effective in accordance with the provisions of the Reorganization Agreement.

3. The headings of the several articles herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement and Plan of Merger.

4. This Agreement and Plan of Merger shall be governed by and construed in accordance with the laws of the State of Florida applicable to agreements made and entirely to be performed in such jurisdiction, except to the extent Georgia law or federal law may be applicable.

5. The Agreement and Plan of Merger may be executed in any number of counterparts, and each such counterpart shall constitute an original instrument.

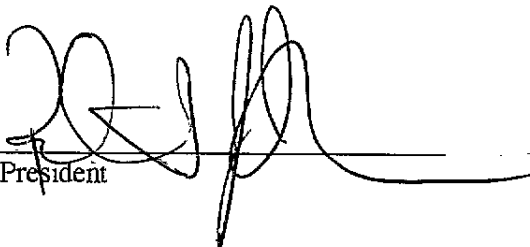
IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Agreement and Plan of Merger to be executed in counterparts by their duly authorized officers and their corporate seals to be hereunto affixed and attested by their officers thereunto duly authorized, all as of the day and year first above written.

Attest:

H2O INDUSTRIES, INC.

August 28, 1998

Assistant Secretary

By: 

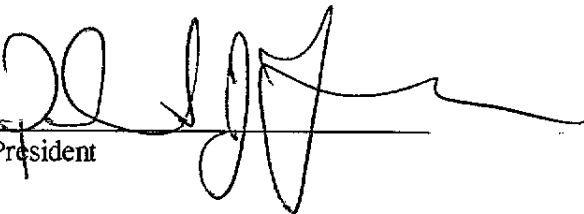
President

Seal

BLUE SHARK, INC.

August 28, 1998

Secretary

By: 

President

Seal