

L68365

Ago Industries, Inc.
dba Family Pool & Spa
4404 NW 13th St.
Cainesville, FL 32609

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Office Use Only

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NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/ Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

VS DEC 6 1998

Merger

Examiner's Initials

ARTICLES OF MERGER
Merger Sheet

MERGING:

SUCOL, INC., a Florida corporation, P96000079984

INTO

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

File date: November 24, 1998

Corporate Specialist: Velma Shepard

ARTICLES OF MERGER OF
SUCOL, INC.
INTO
H₂O INDUSTRIES, INC.

FILED
98 NOV 24 AM 9: 26
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 and adopt the following Articles of Merger of Sucol, Inc., a Florida corporation, into H₂O Industries, Inc., a Florida corporation.

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 SUCOL, INC., which was incorporated on September 25, 1996 in the State of Florida.

ARTICLE IV

The Agreement & 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 adopted and recommended by the Board of Directors of H₂O and approved by the shareholders of H₂O on October 30, 1998. The number of votes cast for the merger was sufficient for approval.

ARTICLE VI

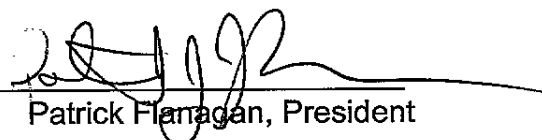
The plan of merger was adopted and recommended by the Board of Directors of Sucol, Inc. and approved by the shareholders of Sucol, Inc. on October 30, 1998. The number of votes cast for the merger was sufficient for approval.

ARTICLE VII

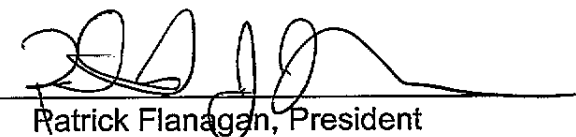
These Articles of merger are effective as of October 30, 1998.

In witness whereof, the parties jointly sign these Articles of Merger on October 30, 1998

H₂O INDUSTRIES, INC.

By: 
Patrick Flanagan, President

SUCOL, INC.

By: 
Patrick Flanagan, President

AGREEMENT & PLAN OF MERGER OF SUCOL, INC. INTO H₂O INDUSTRIES, INC.

This Agreement and Plan of Merger ("**Agreement and Plan of Merger**") dated as of October 30, 1998, is made by and between Sucol, Inc. ("**Sucol**"), a Florida corporation having its principal office at 6565 West State Highway 44, Crystal River, Florida 34429, 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 Sucol and H₂O deem the merger of Sucol 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 Sucol and H₂O have adopted or are expected to adopt resolutions approving this Agreement and Plan of Merger; and

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

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), Sucol shall be merged with and into H₂O, pursuant to the provisions of and with the effect provided in Section 607.1101, Fla. Stat. (said transaction being hereinafter referred to as the "**Merger**"). On the Effective Date, the separate existence of Sucol 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 Sucol 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 Sucol 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 October 30, 1998: a) Sucol has authorized 10,000 shares of common stock, par value One Dollar (\$1.00) per share, 500 shares of which issued and outstanding; and b) H₂O has authorized 500,000 shares of common stock, par value \$1.00 per share, 666.9 shares of which issued and outstanding.

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

1. On the Effective Date, each share of the common stock of Sucol, \$1.00 par value ("**Sucol 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 0.00005 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 Sucol 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 Sucol 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 Sucol shall be closed and no transfer of Sucol 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 Sucol 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 Sucol Common Stock as to which any Sucol shareholder has elected to exercise dissenters' rights pursuant to Section 1301-1320 of the Florida 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

Articles of merger evidencing the transactions contemplated herein shall be delivered to the Florida Secretary of State for filing. The Merger shall be effective at the time and on the date specified in such articles 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 Sucol, or otherwise carry out the provisions hereof, the proper officers and directors of Sucol, as of the Effective Date, and thereafter the officers of the Surviving Corporation, acting on behalf of Sucol, 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 Sucol, 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 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 Sucol. 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 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:

October 30, 1998

Assistant Secretary

H2O INDUSTRIES, INC.

By: 

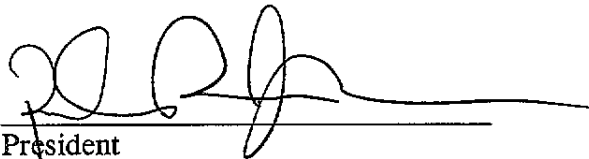
President

Seal

SUCOL, INC.

October 30, 1998

Secretary

By: 

President

Seal