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642515

C T CORPORATION SYSTEM

660 East Jefferson Street

Requestor's Name

Tallahassee, Florida 32301

Address

(850) 222-1092

City State Zip Phone

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*****78.75 *****78.75

CORPORATION(S) NAME

Merger & Name Change

J. T. Company, Inc.

with into

Kreepy Krauly USA, Inc.

FILED
99 OCT -6 PM 4:52
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

( ) Profit
( ) NonProfit
( ) Limited Liability Company
( ) Foreign

( ) Amendment
( ) Dissolution/Withdrawal

(✓) Merger
( ) Mark

( ) Limited Partnership
( ) Reinstatement
( ) Limited Liability Partnership
(✓) Certified Copy

( ) Annual Report
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( ) Photo Copies

( ) Other
( ) Change of R.A.
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CR2E031 (1-89)

ARTICLES OF MERGER
Merger Sheet

MERGING:

D.J. COMPANY, INC., a Florida corporation K47501

,

INTO

KREEPY KRAULY U.S.A., INC., a Florida entity, 642515

File date: October 6, 1999

Corporate Specialist: Annette Ramsey

ARTICLES OF MERGER
for the
merger of
D.J. COMPANY, INC.
(a Florida corporation)
with and into
KREEPY KRAULY USA, INC.
(a Florida corporation)

99 OCT -6 PM 4:52
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned corporation, Kreepy Krauly USA, Inc., a Florida corporation, which is the surviving corporation in the merger described herein, hereby submits the following Articles of Merger in accordance with the Florida Business Corporation Act ("FBCA"), pursuant to Section 607.1105, F.S.:

1. The name and jurisdiction of the surviving corporation is:

   Name: Kreepy Krauly USA, Inc.

   Jurisdiction: Florida

2. The name and jurisdiction of the merging corporation is:

   Name: D.J. Company, Inc.

   Jurisdiction: Florida

3. The Plan of Merger is attached hereto as Exhibit A, incorporated by reference and made a part hereof.

4. The merger shall become effective on the date these Articles of Merger are filed with the Florida Department of State.

5. The Plan of Merger was adopted by the stockholders of the surviving corporation on September 20, 1999.

6. The Plan of Merger was adopted by the stockholders of the merging corporation on September 20, 1999.

7. The Articles of Incorporation of Kreepy Krauly USA, Inc., a Florida corporation, shall be the articles of incorporation of the surviving corporation, except that pursuant to the Plan of Merger, Article I of the Articles of Incorporation of the surviving corporation shall be deleted in its entirety and replaced by the following:

"Article I

The name of the corporation is: Pure & Clear, Inc.

IN WITNESS WHEREOF, Kreepy Krauly U.S.A., Inc., a Florida corporation, has caused these Articles of Merger to be executed by its duly authorized President, and attested to by its duly authorized Secretary, all effective as of the 21st day of September, 1999.

ATTEST:

By: ______________________________
Daniel J.V.D. Chauvier, Secretary

KREEPY KRAULY USA, INC.,
a Florida corporation

By: ______________________________
Daniel J.V.D. Chauvier, President

Document #: 1066875 v.1

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is entered into effective as of the 21st day of September, 1999 by and between KREEPY KRAULY USA, INC., a Florida corporation ("Kreepy Krauly") and D.J. COMPANY, INC., a Florida corporation ("D.J. Company"), collectively hereinafter referred to as the "Constituent Companies."

WHEREAS, the officers of Kreepy Krauly and D.J. Company have each determined that it would be in the best interest of the parties for D.J. Company to merge into and with Kreepy Krauly (the "Merger"), with Kreepy Krauly continuing as the surviving corporation of the Merger (the "Surviving Corporation");

WHEREAS, the officers of the Constituent Companies have each determined that it would be in the best interest of the parties to change the name of the Surviving Corporation to "D.J. Company";

WHEREAS, in order to effect the Merger, pursuant to Section 607.1101 of the Florida Statutes ("F.S."), the Boards of Directors of D.J. Company and Kreepy Krauly have authorized, approved and adopted this Agreement and Plan of Merger and the transactions contemplated hereby, as hereinafter provided; and

WHEREAS, In order to effect the Merger, pursuant to Section 607.1103 of the F.S., the stockholders of D.J. Company and Kreepy Krauly have authorized approved and adopted this Agreement and Plan of Merger and the transactions contemplated hereby, as hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, do hereby agree as follows:

1. Statement of Merger. Upon the terms and subject to the conditions of this Agreement and Plan of Merger, at the Effective Time (as defined herein) D.J. Company shall be merged with and into Kreepy Krauly in accordance with the Florida Business Corporation Act. At the Effective Time, the separate corporate existence of D.J. Company shall cease, and Kreepy Krauly shall continue as the surviving corporation of the Merger. As a result of the Merger, the outstanding shares of capital stock of the D.J. Company shall be converted or cancelled in the manner provided in Section 5 hereof.

2. Certificate of Incorporation. At the Effective Time, the Certificate of Incorporation of Kreepy Krauly as in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation.

3. Amendment to the Articles of Incorporation of Kreepy Krauly. At the Effective Time, the Articles of Incorporation of Kreepy Krauly will be amended to change the corporate name of Kreepy Krauly to "Pure & Clear, Inc.", such amended Articles of Incorporation to be referred to herein as the "Amended Articles of Incorporation."

4. Articles of Incorporation of Surviving Corporation. At the Effective Time, the Amended Articles of Incorporation of Kreepy Krauly shall be the Articles of Incorporation of the Surviving Corporation, until thereafter amended as provided by law, the Certificate of Incorporation of the Surviving Corporation and such Articles.

5. Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof:

a) All shares of D.J. Company Common Stock that are held by D.J. Company as treasury stock shall be canceled and retired and shall cease to exist and no shares of Kreepy Krauly Common Stock or other consideration shall be delivered in exchange therefor.

b) Each issued and outstanding share of D.J. Company Common Stock (other than shares to be canceled in accordance with Section 5(a) hereof) shall by virtue of the Merger and without any action on the part of the holder thereof, be converted into the right to receive one (1) share of Kreepy Krauly Common Stock. All such shares converted in accordance with this Section 5(b) shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist, and each holder of a certificate representing any such Shares shall cease to have any rights with respect thereto, except the right to receive shares of Kreepy Krauly Common Stock in the amount set forth above, upon the surrender of such certificate in accordance with Section 5(c).

c) Each person who as a result of the Merger, holds one or more certificates which theretofore represented one or more shares of D.J. Company Common Stock may surrender any such certificate to Kreepy Krauly and upon such surrender, Kreepy Krauly shall within a reasonable time, deliver to such person in substitution and exchange therefor one or more certificates evidencing the number of shares of Kreepy Krauly Common Stock which such person is entitled to receive in accordance with the terms of this Agreement and Plan of Merger in substitution for the number of shares of D.J. Company Common Stock theretofore represented by each certificate so surrendered.

d) No transfers of D.J. Company Common Stock shall be made on the stock transfer books of the Surviving Corporation at or after the Effective Time. Until such certificates are surrendered, each certificate shall be deemed to evidence only the right to receive shares of Kreepy Krauly Common Stock upon such surrender in accordance with the terms and conditions set forth herein.

e) All shares of Kreepy Krauly Common Stock granted upon the surrender for exchange of shares of D.J. Company Common Stock in accordance with the terms hereof shall be deemed to have been issued in full satisfaction of all rights pertaining to the shares of D.J. Company Common Stock.

6. Assets and Liabilities. As provided under Section 607.1106 of the F.S., the assets and liabilities of D.J. Company shall be taken up or continued on the books of the Surviving

Corporation at the amounts at which they are recorded on the books of D.J. Company, appropriately adjusted, to the extent necessary, in accordance with generally accepted accounting principles.

7. Dissenting Shares. Notwithstanding the provisions of Section 5 or any other provision of this Agreement to the contrary, shares of D.J. Company Common Stock that are issued and outstanding immediately prior to the Effective Time and are held by stockholders who shall have properly demanded appraisal of such shares in accordance with Section 607.1302 of the F.S. ("Dissenting Shares") shall not be converted into the right to receive the shares of Kreepy Krauly Common Stock at the Effective Time, unless and until the holder of such Dissenting Shares shall have failed to perfect or shall have effectively withdrawn or lost such right to appraisal and payment under Section 607.1302 of the F.S. If a holder of Dissenting Shares (a "Dissenting Stockholder") shall have so failed to perfect or shall have effectively withdrawn or lost such right to appraisal and payment, then, as of the Effective Time or the occurrence of such event, whichever last occurs, such Dissenting Shares shall be converted into and represent solely the right to receive shares of Kreepy Krauly Common Stock, without any interest thereon, as provided in Section 5 hereof.

8. Directors and Officers. The directors of Kreepy Krauly, as of the Effective Time of the Merger, shall continue in office until the next Annual Meeting of the Stockholders of the Surviving Corporation and until their successors are duly elected and shall qualify, or until their earlier resignation or removal. The officers of Kreepy Krauly, as of the Effective Time of the Merger, shall continue in office until their successors are duly elected and shall qualify, or until their earlier resignation or removal.

9. Abandonment. At any time prior to the appropriate filings with the Secretary of State of the State of Florida, this Agreement and Plan of Merger and the Merger specified herein may be terminated by the vote of the Board of Directors of either D.J. Company or Kreepy Krauly.

10. Effective Time. The effective date of the Merger for all purposes and in all respects (including, without limitation, the effectiveness of any filings with the Secretary of State of the State of Florida) shall be as of 11:59 p.m. on September 21, 1999 (the "Effective Time").

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the parties hereto have caused their respective officers to execute this Agreement and Plan of Merger as of the day and year first set forth above.

ATTEST:

By: ______________________
Daniel J.V.D. Chauvier, Secretary

Kreepy Krauly USA, Inc.,
a Florida corporation

By: ______________________
Daniel J.V.D. Chauvier, President

ATTEST:

By: ______________________
Daniel J.V.D. Chauvier, Secretary

D.J. Company, Inc.,
a Florida corporation

By: ______________________
Daniel J.V.D Chauvier, President

CERTIFICATE

I, Daniel J.V.D. Chauvier, Secretary of Kreepy Krauly USA, Inc. (the "Corporation"), a corporation organized and existing under the laws of the State of Florida, hereby certify, as such Secretary, that the Agreement and Plan of Merger to which this Certificate is attached, having been duly signed on behalf of the Corporation and having been duly signed on behalf of D.J. Company, Inc., a corporation organized under the laws of the State of Florida,, was duly approved and adopted pursuant to the Florida Business Corporation Act of the State of Florida by the Board of Directors of the Corporation, which Agreement and Plan of Merger was thereby adopted as the act of the Stockholders of the Corporation and the duly adopted agreement and act of the Corporation.

WITNESS MY HAND as of the 21st day of September, 1999.

Daniel J.V.D. Chauvier, Secretary

CERTIFICATE

I, Daniel J.V.D. Chauvier, Secretary of D.J. Company, Inc. (the "Corporation"), a corporation organized and existing under the laws of the State of Florida, hereby certify, as such Secretary, that the Agreement and Plan of Merger to which this Certificate is attached, having been duly signed on behalf of the Corporation and having been duly signed on behalf of Kreepy Krauly USA, Inc., a corporation organized under the laws of the State of Florida, was, pursuant to the Florida Business Corporation Act, duly approved and adopted by the Board of Directors of the Corporation, which Agreement and Plan of Merger was thereby adopted as the act of the stockholders of the Corporation and the duly adopted agreement and act of the Corporation.

WITNESS MY HAND as of the 21st day of September, 1999.

Daniel J.V.D. Chauvier, Secretary