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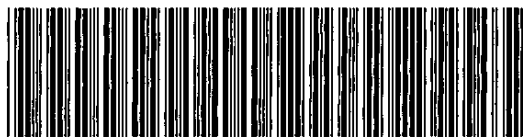
(Business Entity Name)

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merger
Tunis 12/27/06--01010--023 **78.75
Effective date
12-31-06

FILED
2006 DEC 27 PM 4:22
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Kemira Water Solutions, Inc.
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Janeen Hicks
(Contact Person)

Kemira Water Solutions, Inc
(Firm/Company)

808 E. Main Street
(Address)

Lakeland, FL 33801
(City/State and Zip Code)

For further information concerning this matter, please call:

Janeen Hicks At (893) 578-1657
(Name of Contact Person) (Area Code & Daytime Telephone Number)

Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER
(Profit Corporations)

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Kemira Water Solutions, Inc.</u>	<u>Delaware</u>	<u>FD4000004730</u>

Second: The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>KEMIRAN INC.</u>	<u>Florida</u>	<u>K38297</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Third: The Plan of Merger is attached.

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

OR 12 / 31 / 06 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by **surviving** corporation - (COMPLETE ONLY ONE STATEMENT)
The Plan of Merger was adopted by the shareholders of the surviving corporation on 12/15/06.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by **merging** corporation(s) (COMPLETE ONLY ONE STATEMENT)
The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 12/15/06.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

ARTICLE 1. PLAN OF MERGER

Plan Adopted

1.01. A plan of merger of Kemiron, Inc. and Kemira Water Solutions, Inc., pursuant to Section 607.214 of the Florida Statutes, Title 8, Section 251 of the Delaware General Corporation Law, and Section 332, *et. seq.* of the Internal Revenue Code (the "Code"), is adopted as follows:

- (a) The Merging Corporation shall be merged with and into the Surviving Corporation, to exist and be governed by the laws of the State of Delaware.
- (b) The name of the surviving corporation shall be Kemira Water Solutions, Inc.
- (c) The Merging Corporation and the Surviving Corporation have been reporting financials on a consolidated basis and have been operating on a centralized administrative basis. The Merging Corporation and the Surviving Corporation want to merge into one entity to reduce administrative costs associated with maintaining separate entities.
- (d) When the Articles of Merger shall become effective, the separate corporate existence of the Merging Corporation shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of the Merging Corporation and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of the Merging Corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.
- (e) The Surviving Corporation will carry on business with the assets of the Merging Corporation, as well as with the assets of the Surviving Corporation.
- (f) The Surviving Corporation is the sole shareholder of the Merging Corporation. As such, this merger constitutes a subsidiary liquidation under the Code. As of the effective date of the merger, the shares of the Merging Corporation shall be cancelled.
- (i) The Certificate of Incorporation of the Surviving Corporation, as existing on the effective date of the merger, shall continue in full force as the Certificate of Incorporation of the Surviving Corporation until altered, amended, or repealed as provided in the Surviving Corporation's Certificate or as provided by law.

Effective Date

- 1.02. The merger shall become effective on December 31, 2006 (the "Effective Date").

ARTICLE 2. COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

Interim Conduct of Business; Limitations

2.01. Except as limited by this Paragraph 2.01, pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with suppliers and other business contacts.

Submission to Shareholders

2.02. This Agreement shall be submitted separately to the shareholders of the constituent corporations in the manner provided by the laws of the State of Florida and the State of Delaware.

**Conditions Precedent to Obligations
of the Merging Corporation**

2.03. Except as may be expressly waived in writing by the Merging Corporation, all of the obligations of the Merging Corporation under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of the following condition by the Surviving Corporation: the Surviving Corporation shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

**Conditions Precedent to Obligations
of the Surviving Corporation**

2.04. Except as may be expressly waived in writing by the Surviving Corporation, all of the obligations of the Surviving Corporation under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of the following condition by the Merging Corporation: the Merging Corporation shall have performed and complied with all agreements or conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

ARTICLE 3. INTENTIONALLY OMITTED

ARTICLE 4. DIRECTORS AND OFFICERS

Directors and Officers of the Surviving Corporation

4.01. The present Board of Directors of the Surviving Corporation Acme shall continue to serve as the Board of Directors of the Surviving Corporation until the next annual meeting or until their successors have been elected and qualified. The Board of Directors of the Merging Corporation shall no longer serve, as the Merging Corporation shall cease to exist.

4.02. All persons who as of the Effective Date of the merger shall be officers of the Surviving Corporation shall remain as officers of the Surviving Corporation until the Board of Directors of the Surviving Corporation shall determine otherwise. The Board of Directors of the Surviving Corporation may elect or appoint additional officers as it deems necessary. The officers of the Merging Corporation shall no longer serve, as the Merging Corporation shall cease to exist.

ARTICLE 5. BYLAWS

Bylaws of the Surviving Corporation

5.01. The bylaws of the Surviving Corporation, as existing on the Effective Date of the merger, shall continue in full force as the bylaws of the Surviving Corporation until altered, amended, or repealed as provided in the bylaws or as provided by law.

ARTICLE 6. TERMINATION

Circumstances

6.01. This Agreement may be terminated and the merger may be abandoned at any time prior to the filing of the Articles of Merger with the Secretary of State; notwithstanding the approval of the shareholders of either of the constituent corporations:

- (a) By mutual consent of the Board of Directors of the constituent corporations.
- (b) At the election of the Board of Directors of either constituent corporation if:

- (1) Any material litigation or proceeding shall be instituted or threatened against either constituent corporation, or any of its assets, that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.
- (2) Any legislation shall be enacted that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.
- (3) Between the date of this Agreement and the Effective Date, there shall have been, in the opinion of either Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either constituent corporation.

Notice of and Liability on Termination

- 6.02. If an election is made to terminate this Agreement and abandon the merger:
- (a) The President of the constituent corporation whose Board of Directors has made the election shall give immediate written notice of the election to the other constituent corporation.
 - (b) On the giving of notice as provided in Subparagraph 6.02(a), this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either constituent corporation as a result of the termination and abandonment.

ARTICLE 7. INTERPRETATION AND ENFORCEMENT

Further Assurances

7.01. The Merging Corporation agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. The Merging Corporation further agrees to take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation title to and possession of all the property, rights, privileges, and powers referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

Entire Agreement; Counterparts

7.03. This Agreement and any exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

Controlling Law

7.04. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Delaware.