

STATE OF FLORIDA
ARTICLES OF MERGER
OF
ABSOLUTE WATER CARE, INC.
(a Florida corporation)
INTO
PENINSULA ENERGY SERVICES COMPANY, INC.
(a Delaware corporation)

FILED
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TALLAHASSEE, FLORIDA

Pursuant to Sections 607.1104 and 607.1105 of the Florida Business Corporation Act ("FBCA"), Absolute Water Care, Inc., a Florida corporation, Document Number P98000043369 ("Absolute"), and Peninsula Energy Services Company, Inc., a Delaware corporation, Document Number F04000005674 ("PESCO"), adopt the following Articles of Merger. The name of the surviving corporation, upon the effective date of merger, will be Peninsula Energy Services Company, Inc.

ADOPTION OF PLAN

On the 29th day of June, 2005, the Board of Directors of Absolute and PESCO, respectively, adopted the Agreement and Plan of Merger attached hereto as Exhibit A (the "Plan of Merger"). On the 8th day of August, 2005, the sole shareholder of Absolute adopted the Plan of Merger pursuant to a written action without a meeting. On the 8th day of August, 2005, the sole stockholder of PESCO adopted the Plan of Merger pursuant to a written consent in lieu of a meeting.

PLAN OF MERGER

The plan of merger is as set forth in the Plan of Merger.

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EFFECTIVE DATE

The merger of Absolute with and into PESCO will become effective on the date of filing of these Articles of Merger with the Secretary of State of Florida.

SURVIVING CORPORATION

Absolute shall merge with and into PESCO with PESCO as the surviving corporation. The principal office of PESCO is located at 909 Silver Lake Blvd., Dover, Delaware 19904. PESCO is deemed to have appointed the Secretary of State of Florida as its agent for service of process in any proceeding to enforce any obligation of Absolute.

Beth W. Cooper
Witness

**ABSOLUTE WATER CARE, INC., a
Florida corporation**

By: [Signature]
Name: Paul M. Barbas
Title: President

Melanie A. Ryder
Witness

**PENINSULA ENERGY SERVICES
COMPANY, INC., a Delaware corporation**

By: [Signature]
Name: Stephen C. Thompson
Title: President

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Plan of Merger") is made this 8th day of August, 2005, by and between Absolute Water Care, Inc., a Florida corporation ("Absolute Water"), and Peninsula Energy Services Company, Inc., a Delaware corporation ("PESCO").

WITNESSETH:

WHEREAS, Absolute Water is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida; and

WHEREAS, PESCO is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware; and

WHEREAS, the Board of Directors of Absolute Water and PESCO, respectively, deem it advisable and beneficial to both corporations that Absolute Water be merged with and into PESCO (the "Merger"), with PESCO as the surviving corporation, pursuant to the provisions of the Florida Business Corporation Act, the Delaware General Corporation Law and this Plan of Merger; and

WHEREAS, the Board of Directors of Absolute Water approved the Merger and approved and adopted this Plan of Merger at a meeting of the Board of Directors duly held on June 29, 2005; and

WHEREAS, the Board of Directors of PESCO approved the Merger and approved and adopted this Plan of Merger at a meeting of the Board of Directors duly held on June 29, 2005; and

WHEREAS, the Board of Directors of Absolute Water recommended the Merger and this Plan of Merger to its sole shareholder for approval; and

WHEREAS, the sole shareholder of Absolute Water approved the Merger and this Plan of Merger pursuant to a written action without a meeting dated August 8, 2005; and

WHEREAS, the Board of Directors of PESCO recommended the Merger and this Plan of Merger to its sole stockholder for approval; and

WHEREAS, the sole stockholder of PESCO approved the Merger and this Plan of Merger pursuant to a written consent in lieu of a meeting dated August 8, 2005.

NOW, THEREFORE, the parties agree as follows:

1. Merger. The names of the entities which are to be merged are Absolute Water Care, Inc. and Peninsula Energy Services Company, Inc. Subject to the terms and conditions of this Plan of Merger and in accordance with the provisions of the Florida Business Corporation Act and the Delaware General Corporation Law, at the Effective Time (as hereinafter defined), Absolute Water shall be merged with and into PESCO, the separate existence of Absolute Water shall cease and PESCO shall

be the surviving corporation (in its capacity as the surviving corporation, PESCO is hereinafter sometimes referred to as the "Survivor") and as such shall continue its existence under the laws of the State of Delaware.

2. Continuation of Corporate Existence. The corporate existence and identity of Survivor, with all its purposes, powers, franchises, privileges, rights and immunities, shall continue unaffected and unimpaired by the Merger and the corporate existence and identity of Absolute Water with all its purposes, powers, franchises, privileges, rights and immunities, at the Effective Time, shall be merged with and into that of PESCO and Survivor shall be vested fully therewith and the separate corporate existence and identity of Absolute Water shall thereafter cease, except to the extent continued by statute.

3. Effective Time. The Merger shall become effective (the "Effective Time") upon the filing of the Articles of Merger with the Secretary of State of Florida and the Plan of Merger with the Secretary of State of Delaware (the "Merger Filing"). The Merger Filing shall be made simultaneously with or as soon as practicable after the execution and delivery of the Plan of Merger.

4. Corporate Government.

a. The Certificate of Incorporation of PESCO, as in effect at the Effective Time, shall continue in full force and effect and shall be the Certificate of Incorporation of the Survivor.

b. The Bylaws of PESCO, as in effect at the Effective Time, shall continue in full force and effect and shall be the Bylaws of the Survivor.

c. The members of the Board of Directors and the Officers of PESCO immediately preceding the Effective Time shall be the persons holding such positions for Survivor as of and immediately following the Effective Time.

5. Cancellation of Shares. Upon the Effective Time, by virtue of the Merger and without any further action on the part of any stockholder of common stock of Absolute Water or PESCO, all of the shares of each class and series of capital stock of Absolute Water shall be cancelled and retired; and all of the shares of each class and series of capital stock of PESCO shall remain unchanged and outstanding.

6. Transfer of Property. Upon the Effective Time, all property, real, personal and mixed, of Absolute Water, and all debts due, as well as all other things and causes of action belonging to Absolute Water, shall be vested in the Survivor, and shall thereafter be the property of the Survivor as they were of Absolute Water, and the title to any real property vested by deed or otherwise, shall not revert or be in any way impaired by reason of the Merger, but rather shall immediately vest in the Survivor without further action by Absolute Water or PESCO. All rights of creditors and all liens upon any property of Absolute Water shall be preserved unimpaired, and all debts, liabilities and duties of Absolute Water that have merged shall attach to the Survivor and may be enforced against the Survivor to the same extent as if the debts, liabilities and duties had been incurred or contracted by the Survivor.

[Signature Page Follows]

IN WITNESS WHEREOF, the foregoing Plan of Merger is hereby executed as of the day and year first above written.

Beth W. Cooper
Witness

ABSOLUTE WATER CARE, INC., a
Florida corporation

By: [Signature]
Name: Paul M. Barbas
Title: President

Melanie A. Ryder
Witness

PENINSULA ENERGY SERVICES
COMPANY, INC., a Delaware corporation

By: [Signature]
Name: Stephen C. Thompson
Title: President