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Corporation(s) Name

As 2000, Inc. *Merger*
into:
Aqua-Shield Corp.

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<input type="checkbox"/> Nonprofit		
<input type="checkbox"/> Foreign	<input type="checkbox"/> Dissolution	<input type="checkbox"/> Mark
<input type="checkbox"/> LLC		
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Annual Report	<input type="checkbox"/> Other
<input type="checkbox"/> Reinstatement	<input type="checkbox"/> Reservation	<input type="checkbox"/> Ch. RA
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ARTICLES OF MERGER
Merger Sheet

MERGING: _____

AS 2000, INC., a Florida corporation P00000055828

INTO

AQUA-SHIELD CORP., a Florida entity, 563286.

File date: August 3, 2000

Corporate Specialist: Annette Ramsey

**ARTICLES OF MERGER
OF
AS 2000, INC.
INTO
AQUA-SHIELD CORP.**

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA


Pursuant to the Florida Business Corporation Act of the State of Florida, the following Articles of Merger are adopted by AS 2000, Inc., a Florida corporation, and Aqua-Shield Corp., a Florida corporation.

- FIRST:** That the Agreement and Plan of Merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with such corporation's Articles of Incorporation and the Florida Business Corporation Act.
- SECOND:** The Agreement and Plan of Merger has been adopted and approved by the sole shareholder of Aqua-Shield Corp. by unanimous written consent in lieu of a meeting on July 3, 2000.
- THIRD:** The Agreement and Plan of Merger has been adopted and approved by the sole shareholder of AS 2000, Inc. by unanimous written consent in lieu of a meeting on July 3, 2000.
- FOURTH:** A true and correct copy of the Agreement and Plan of Merger (the "Plan of Merger") between AS 2000, Inc. and Aqua-Shield Corp., is attached hereto as Exhibit A and incorporated herein by reference.
- FIFTH:** That these Articles of Merger shall be effective upon filing.

IN WITNESS WHEREOF, the undersigned have caused these Articles to be executed by their duly authorized officers as of this 25th day of July, 2000.

AS 2000, INC.


By: _____


D. Scott Patterson

Its: Vice-President

AQUA-SHIELD CORP.

By: _____


D. Scott Patterson

Its: Vice-President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into by and between AS 2000, Inc., a Florida corporation ("AS") and Aqua-Shield Corp., a Florida corporation ("ASC") (the "Agreement").

RECITALS

- A. AS and ASC (individually sometimes called a "Constituent Corporation" and together called the "Constituent Corporations") desire that AS merge with and into ASC with ASC being the surviving corporation..
- B. ASC is a Florida corporation duly organized, validly existing and in good standing under the laws of the State of Florida and is authorized by the Secretary of State of the State of Florida to conduct a business, with authorized capital of 100 shares of common stock with a par value of \$5.00 per share of which, on the date hereof, there are 76 shares issued and outstanding ("ASC Common Stock");
- C. AS is a Florida corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and is authorized by the Secretary of State of the State of Florida to conduct a business, with authorized capital of 2,000 shares of common stock with no par value of which, on the date hereof, there are 76 shares issued and outstanding ("AS Common Stock").
- D. The respective boards of directors of AS and ASC deem it desirable and in the best interest of their respective corporations and stockholders that AS be merged with and into ASC as provided in this Agreement pursuant to the laws of the State of Florida and that ASC be the surviving corporation (the "Surviving Corporation").

NOW, THEREFORE, in consideration of the mutual covenants, agreements and provisions hereinafter contained, the parties do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

ARTICLE 1. THE MERGER

1.1 Upon consummation of the merger contemplated herein, at the Effective Time (as defined in Article 4.0 hereof) AS shall be merged with and into ASC which shall thereupon be the surviving corporation, and the separate corporation existence of AS shall cease (the "Merger").

ARTICLE 2. THE NAME

2.1 The name of the surviving corporation shall be "Aqua-Shield Corp."

ARTICLE 3. ARTICLES OF INCORPORATION

3.1 The Articles of Incorporation of ASC, as in effect immediately prior to the Effective Time provided for in this Agreement shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation.

ARTICLE 4. EFFECTIVE TIME

4.1 The Merger will become effective upon the filing of a copy of this Agreement and all other requisite accompanying certificates in the office of the Secretary of State of the State of Florida. The date and time of such filing with the Secretary of State of the State of Florida is referred to herein as the "Effective Time".

ARTICLE 5. BY-LAWS

5.1 The By-Laws of ASC as in effect immediately prior to the Effective Time, shall at and after the Effective Time, continue to be the By-Laws of the Surviving Corporation.

ARTICLE 6. DIRECTORS AND OFFICERS

6.1 The board of directors and officers of ASC immediately prior to the Effective Time shall, at and after the Effective Time, serve as the board of directors and officers of the Surviving Corporation until its next annual meeting of shareholders or until such time as their successors have been elected and qualified.

ARTICLE 7. RIGHTS AND DUTIES OF SURVIVING CORPORATION

7.1 At and after the Effective Time, all property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of AS shall be transferred to, vested in and devolved upon the surviving corporation without further act or deed and all property rights, and every other interest of surviving corporation and AS shall be as effectively the property of the surviving corporation as they were of the surviving corporation and AS, respectively. All rights of creditors of AS and all liens upon any property of AS shall be preserved unimpaired, and all debts, liabilities, obligations and duties of AS may be enforced against the surviving corporation to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Time, the last acting officers of AS, or the corresponding officers of the surviving corporation, may, in the name of AS, execute and deliver or cause to be executed and delivered all such deeds and instruments and

to take or cause to be taken such further or other actions as the surviving corporation may deem necessary or desirable in order to vest in the surviving corporation title to and possession of any property of AS acquired or to be acquired by reason of or as a result of the Merger and otherwise to carry out the intents and purposes hereof, and the proper officers and directors of the surviving corporation are fully authorized in the name of AS or otherwise to take any and all such action.

ARTICLE 8. CONVERSION OF SHARES

8.1 In and by virtue of the Merger and at the Effective Time, pursuant to this Agreement, the shares of each of the Constituent Corporations shall be converted into the shares or other securities of the Surviving Corporation as follows:

(a) Effect on AS Stock:

- (i) Each share of AS Common Stock that is issued and outstanding (other than shares of AS Common Stock, if any, held in the treasury of AS) immediately prior to the Effective Time, on and after the Effective Time, shall automatically, by virtue of the Merger and without further action, cease to exist and shall be converted into one share of ASC Common Stock. There shall not be any issued and outstanding stock of AS that will not be so converted.
- (ii) Each share of AS Common Stock, if any, that shall then be held in the treasury of AS immediately prior to the Effective Time, on and after the Effective Time, shall automatically, by virtue of the Merger and without further action, cease to exist and all certificates representing such shares shall be canceled.
- (iii) On or after the Effective Time of the Merger, each holder of an outstanding certificate representing shares of AS Common Stock shall surrender the same to ASC and each holder shall be entitled upon such surrender to receive certificates for the number of shares of ASC Common Stock on the basis provided herein. Until so surrendered, the outstanding shares of the capital stock of AS to be converted into the capital stock of ASC as provided herein may be treated by ASC for all corporate purposes as evidencing the ownership of shares of ASC, as though said surrender and exchange had taken place.

(b) Effect on ASC Stock:

- (i) Each share of ASC Stock issued and outstanding immediately prior to the Effective Time, except for shares as to which dissenters' rights are perfected pursuant to the Florida Corporations Code ("Perfected Dissenting Shares"), shall be unaffected and continue to be shares of the Surviving Corporation.

ARTICLE 9. MISCELLANEOUS

9.1 GOVERNING LAW. This Agreement and Plan of Merger has been executed in the State of Florida, and the laws of the State of Florida shall govern the validity and interpretation hereof and the performance by the parties hereto.

9.2 NOTICE. ASC hereby (i) agrees that it may be served with process in the State of Florida in any proceeding for the enforcement of any obligation of AS and in any proceeding for the enforcement of the rights of a dissenting stockholder of AS, and (ii) irrevocably appoints the Secretary of State of the State of Florida as its agent to accept service of process in any such proceeding.

9.3 FURTHER ACTION. ASC and AS each agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement the transactions contemplated by this Agreement.

9.4 SUCCESSORS AND ASSIGNS. This Agreement and Plan of Merger shall be binding upon and enforceable by the parties hereto and their respective successors, assigns and transferees, but this Agreement and Plan of Merger may not be assigned by either party without the written consent of the other.

9.5 TERMINATION. This Agreement may, by the mutual consent and action of the boards of directors of ASC and AS, be abandoned at any time before or after approval thereof by the shareholders of AS, but not later than the filing of this Agreement with the Secretary of State of the State of Florida.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties to this Agreement and Plan of Merger, pursuant to the approval and authority duly given by resolutions adopted by their respective boards of directors, have caused this Agreement and Plan of Merger to be executed by their respective vice-presidents as of this 25th day of July, 2000.

AS 2000, INC.



D. SCOTT PATTERSON, Vice-President

AQUA-SHIELD CORP.



D. SCOTT PATTERSON, Vice-President