

Dec. 28. 2010 11:01AM

No. 2058 P. 1 of 1

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Florida Department of State
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MERGER OR SHARE EXCHANGE
Aqua-Kleen Systems, LLC

Certificate of Status	0
Certified Copy	0
Page Count	06
Estimated Charge	\$50.00

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DEC 29 2010

PMD/112210
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STATE OF FLORIDA
CERTIFICATE OF MERGER
of
COLEMAN LABS, LLC
(a Delaware limited liability company)

with and into

AQUA-KLEEN SYSTEMS, LLC
(a Florida limited liability company)

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The following Certificate of Merger is being submitted by the parties in accordance with Section 608.4382 of the Florida Statutes:

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document No.</u>
Coleman Labs, LLC	Delaware	Limited Liability Company	#M02000001252
Aqua-Kleen Systems, LLC	Florida	Limited Liability Company	#L05000008968

SECOND: The exact name, street address of its principal office, jurisdiction and entity type of the Surviving Company are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document No.</u>
Aqua-Kleen Systems, LLC 1312 Commerce Lane Suite 1-B Jupiter, Florida 33458	Florida	Limited Liability Company	#L05000008968

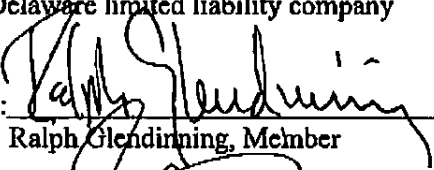
THIRD: The attached Agreement and Plan of Merger was approved by each domestic limited liability company that is a party to the merger in accordance with the requirements of Section 608.438 of the Florida Statutes and was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FOURTH: The members of each of the constitute entities unanimously approved the Agreement and Plan of Merger by written consent and waived any and rights to notice and appraisal rights, as provided in Sections 608.438; 608.4351 and 608.4381, Florida Statutes.

FIFTH: The merger shall become on the later to occur of (i) effective at 11:59 P.M. on December 31, 2010; or (ii) that date that the Certificate of of Merger has been filed with the Secretary of State of the State of Florida; or (iii) the date that the Certificate of Merger has been filed with the Secretary of State of the State of Delaware.

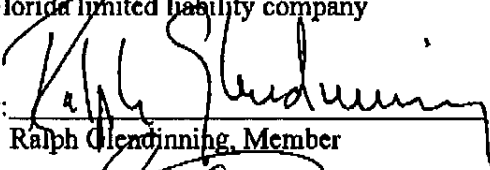
Witness the following signatures and seals, as of this 31st day of December, 2010.

COLEMAN LABS, LLC,
a Delaware limited liability company

By: 
Ralph Glendinning, Member

By: 
Gordon Ripma, Member

AQUA-KLEEN SYSTEMS, LLC,
a Florida limited liability company

By: 
Ralph Glendinning, Member

By: 
Gordon Ripma, Member

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AGREEMENT AND PLAN OF MERGER
OF
COLEMAN LABS, LLC
(a Delaware limited liability company)

AND

AQUA-KLEEN SYSTEMS, LLC
(a Florida limited liability company)

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TALLAHASSEE, FLORIDA

AGREEMENT AND PLAN OF MERGER ("Agreement"), dated as of December 31, 2010, between COLEMAN LABS, LLC, a Delaware limited liability company ("Coleman") and AQUA-KLEEN SYSTEMS, LLC, a Florida limited liability company ("Aqua-Kleen").

WHEREAS, Coleman is a limited liability company organized under the laws of the State of Delaware with its principal place of business located at 1312 Commerce Lane, Suite 1-B, Jupiter, Florida 33458; and

WHEREAS, Aqua-Kleen is a limited liability company organized under the laws of the State of Florida with its principal place of business located at 1312 Commerce Lane, Suite 1-B, Jupiter, Florida 33458; and

WHEREAS, the Companies desire to merge under and pursuant to the applicable provisions of the laws of the State of Florida and the laws of the State of Delaware which laws permit such a merger, and which merger is intended to constitute a tax-free reorganization under Section 708(b)(2)(A) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the members of Coleman and the members of Aqua-Kleen have determined that it is in the best interest of each of the Companies to merge and such members have duly approved and authorized the execution and delivery of this Agreement and the business combination described herein in which Aqua-Kleen will become the surviving entity.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. THE MERGER: EFFECTIVE TIME

Section 1.1 The Merger. Subject to the terms and conditions contained in this Agreement, at the Effective Time (as defined in Section 1.2) Coleman shall be merged with and into Aqua-Kleen and the separate existence of Coleman shall thereupon cease (the "Merger"). Aqua-Kleen shall be the surviving entity in the Merger (sometimes hereinafter referred to as the "Surviving Company") shall continue to be governed by the laws of the State of Florida, shall

succeed to all rights, assets, liabilities and obligations of Coleman and Aqua-Kleen, and the separate corporate existence of Aqua-Kleen with all its rights, privileges, powers, immunities, purposes and franchises shall continue unaffected by the Merger.

Section 1.2 Effective Time. The Merger shall become effective on the later to occur of (i) at 11:59 P.M. on December 31, 2010 or (ii) the filing of the Certificate of Merger with the Florida Secretary of State or (iii) the proper filing of the Certificate of Merger with the Delaware Secretary of State (the "Effective Time").

II. ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT OF THE SURVIVING COMPANY

Section 2.1 Articles of Formation. The Articles of Organization of Aqua-Kleen shall be the Articles of Organization of the Surviving Company, until duly amended in accordance with its terms and the Act. The name of the Surviving Company shall remain "Aqua-Kleen Systems, LLC".

Section 2.2 Operating Agreement. The Operating Agreement of Coleman in effect immediately prior to the Effective Time shall be adopted as the Operating Agreement of Aqua-Kleen, until duly amended.

III. CONVERSION OF MEMBER INTERESTS IN THE MERGER; NO APPRAISAL RIGHTS

Section 3.1 Conversion of Member Interests of Coleman. At the Effective Time, each unit of member interests of Coleman outstanding immediately prior to the Effective Time, shall by virtue of the Merger and without the surrender of certificates or any other action by the holder of such member interests, be converted into and exchangeable for one (1) fully paid and nonassessable unit of membership interests of Aqua-Kleen. Upon such conversion, each unit of membership interests of Coleman outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be automatically canceled and retired and cease to exist.

Section 3.2 No Appraisal Rights. Holders of the member interests of the Companies do not and shall not have any dissenter's rights or appraisal rights under the Act in connection with the Merger. (?)

IV. TERMINATION AND AMENDMENT

Section 4.1 Termination by Mutual Consent. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time, before or after the approval of this Agreement by the mutual consent of the Companies by action of their respective Members.

Section 4.2 Effect of Termination and Abandonment. In the event of termination of this Agreement and abandonment of the Merger pursuant to this Article IV, no party hereto (or

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any of its members) shall have any liability or further obligation to any other party to this Agreement, except that nothing herein will relieve any party from liability for any breach of this Agreement.

Section 4.3 Amendment. The Members of each Company may amend this Agreement at any time prior to the filing of Certificate of Merger with the Secretary of State of the State of Florida, provided that an amendment made subsequent to the adoption of this Agreement by the Members of either of the Companies shall not, without further approval by the Members, (i) alter or change the amount or kind of shares, securities, and/or rights to be received by Coleman members in exchange for or on conversion of all or any of their member interests of Coleman; (ii) alter or change any term of the Articles of Organization of the Surviving Company to be effected by the Merger, or (iii) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the members of Coleman. This Agreement shall not be modified or amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties hereto.

V. MISCELLANEOUS AND GENERAL

Section 5.1 Counterparts. For the convenience of the parties hereto, this Agreement may be executed in counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

Section 5.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 5.3 Entire Agreement etc. This Agreement (a) constitutes the entire agreement, and supersedes all other prior agreements and understanding, both written and oral, among the parties, with respect to the subject matter hereof, (b) is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder, and (c) shall not be assignable by operation of law or otherwise.

Section 5.4 Captions. The captions and headings used herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

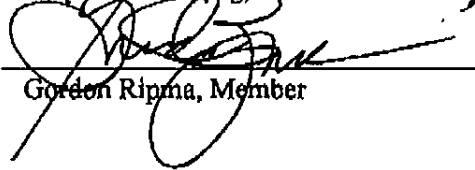
Section 5.5 Tax Treatment. The parties to this Agreement intend that the Merger and the sale of Surviving Company stock to certain investors following the Merger shall be treated as a single transaction within the meaning of Section 351(a) of the Internal Revenue Code of 1986, as amended (the "Code").

[See Next Page for Signatures]

IN WITNESS WHEREOF, this Agreement has been duly executed, sealed and delivered by the duly authorized officers of the parties hereto on the date first hereinabove written.

COLEMAN LABS, LLC,
a Delaware limited liability company

By: 
Ralph Glendinning, Member

By: 
Gordon Ripma, Member

AQUA-KLEEN, LLC,
a Florida limited liability company

By: 
Ralph Glendinning, Member

By: 
Gordon Ripma, Member

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