

WALTER & HAVERFIELD LLP

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November 6, 2001

Florida Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

400004678134--6
-11/14/01--01025--015
*****70.00 *****70.00

Re: *Plan of Merger for Aquatron Corporation*

Dear Ladies and Gentlemen:

Enclosed you will find: (i) Articles of Merger, and (ii) Agreement and Plan of Merger submitted in compliance with Section 607.1101, F.S. with respect to the merger of Aquatron Corporation, an Ohio corporation into Aquatron Corporation, a Florida corporation. Aquatron Corporation, a Florida corporation, is the surviving entity.

Please let your records show that these Articles of Merger and Plan of Merger have been filed and that Aquatron Corporation, a Florida corporation is the surviving entity.

I am also enclosing a filing fee of \$70.00 for (1) merging corporation and (1) surviving corporation.

Thank you in advance for your consideration in this matter.

Very truly yours,


Carl J. Dyczek

Margot
11-21-01
MS

CJD/lka

Enclosure

cc: Gary A. Zwick, Esq. (w/o encl.)
David Sigalow (via fax, w/o encl.)

299196-1

Letter to Florida Department of State
November 6, 2001
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bcc: Cynthia Gentile

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

AQUATRON CORPORATION, an Ohio corporation not qualified in Florida

INTO

AQUATRON CORPORATION, a Florida entity, P00000011928.

File date: November 14, 2001

Corporate Specialist: Doug Spittler

ARTICLES OF MERGER
(PROFIT CORPORATIONS)

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

First: The name and jurisdiction of the surviving corporation:

Name

Jurisdiction

Aquatron Corporation

Florida

Second: The name and jurisdiction of each merging corporation:

Name

Jurisdiction

Aquatron Corporation

Ohio

FILED
01 NOV 14 AM 11:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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 ____/____/____ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

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 July 31, 2001.

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 July 31, 2001.

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)

Seventh: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature</u>	<u>Typed or Printed Name of Individual & Title</u>
<u>Aquatron Corporation (FL)</u>	<u>Marjorie Bach</u>	<u>Marjorie Bach, President</u>
<u>Aquatron Corporation (FL)</u>	<u>Cynthia Gentile</u>	<u>Cynthia Gentile, Vice President</u>
<u>Aquatron Corporation (FL)</u>	<u>Debra Harlan</u>	<u>Debra Harlan, Vice President</u>
<u>Aquatron Corporation (FL)</u>	<u>Thomas Gentile</u>	<u>Thomas Gentile, Sec'y - Treasurer</u>
<u>Aquatron Corporation (OH)</u>	<u>Cynthia Gentile</u>	<u>Cynthia Gentile, Co-President</u>
<u>Aquatron Corporation (OH)</u>	<u>Debra Harlan</u>	<u>Debra Harlan, Co-President</u>
<u>Aquatron Corporation (OH)</u>	<u>Thomas Gentile</u>	<u>Thomas Gentile, Sec'y - Treasurer</u>
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AGREEMENT AND PLAN OF MERGER

by and between

AQUATRON CORPORATION
a Florida corporation

and

AQUATRON CORPORATION
an Ohio corporation

dated as of July 31, 2001

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of July 31, 2001 ("Agreement"), is made by and between AQUATRON CORPORATION, a Florida corporation ("Aquatron, Fla") and AQUATRON CORPORATION, an Ohio corporation ("Aquatron, Ohio").

WHEREAS, Aquatron, Fla and Aquatron, Ohio have each determined that it is in the best interests of their respective stockholders for Aquatron, Ohio to merge with and into Aquatron, Fla upon the terms and subject to the conditions set forth herein; and

WHEREAS, the Board of Directors of Aquatron, Ohio has approved this Agreement and the consummation of the transactions contemplated hereby and approved the execution and delivery of this Agreement; and

WHEREAS, the Board of Directors of Aquatron, Fla has approved this Agreement and the consummation of the transactions contemplated hereby and approved the execution and delivery of this Agreement; and

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties and agreements contained herein, the parties hereto hereby agree as follows:

I. THE MERGER

1.1 Merger. Subject to the terms and conditions of this Agreement, at the Effective Time (as defined in Section 1.2), Aquatron, Ohio will be merged with and into Aquatron, Fla and the separate corporate existence of the Aquatron, Ohio will thereupon cease (the "Merger") in accordance with the applicable provisions of Title 17 of the Ohio Revised Code (the Ohio Statutes) and the applicable provisions of Chapter 607 of the Florida Statutes (the "Florida Statutes").

1.2 Effective Time. As soon as practicable after satisfaction or waiver of all conditions to the Merger, Aquatron, Fla and Aquatron, Ohio shall cause the articles of merger complying with the requirements of the Florida Statutes (the "Articles of Merger") to be filed with the Secretary of State of the State of Florida and the certificate of merger ("Certificate of Merger") to be filed with the Secretary of State of the State of Ohio pursuant to the Ohio Statutes. The Merger will become effective at the time the later of the following occurs: (a) the filing of the Articles of Merger with the Secretary of State of the State of Florida and (b) the filing of the Certificate of Merger with the Secretary of State of the State of Ohio or such later time as shall be specified in such filings ("Effective Time").

1.3 Effect of Merger. The Merger will have the effects specified in the Ohio Statutes and Florida Statutes. Without limiting the generality of the foregoing, Aquatron, Fla will be the surviving corporation in the Merger (sometimes hereinafter referred to as the "Surviving Corporation") and will continue to be governed by the laws of the State of Florida, and the separate corporate existence of Aquatron, Fla and all of its rights, privileges, powers and franchises, public as well as private, and all its debts, liabilities and duties as a corporation organized under the Florida Statutes, will continue unaffected by the Merger.

1.4 Certificate of Incorporation and By-laws. The Certificate of Incorporation and By-laws of Aquatron, Fla in effect immediately prior to the Effective Time shall be the Certificate of Incorporation and By-laws of the Surviving Corporation, unless or until amended in accordance with applicable law.

1.5 Directors and Officers. The directors and officers of Aquatron, Fla immediately prior to the Effective Time will be the directors and officers, respectively, of the Surviving Corporation, from and after the Effective Time, until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the terms of the Surviving Corporation's Articles of Incorporation and By-laws and the Florida Statutes.

1.6 Additional Actions. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any further deeds, assignments, conveyances, transfers, or assurances in law or any other acts are necessary or desirable to (i) vest, assign, convey, perfect, transfer or confirm, of record or otherwise, in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of Aquatron, Ohio, or (ii) otherwise carry out the purposes of this Agreement, Aquatron, Ohio and its officers and directors shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such deeds, assignments or assurances in law or any other acts as are necessary or desirable to (i) vest, assign, convey, perfect, transfer or confirm, of record or otherwise, in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of Aquatron, Ohio or (ii) otherwise carry out the purposes of this Agreement, Aquatron, Ohio and its officers and directors shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such deeds, assignments, conveyances, transfers, or assurances in law and to all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets, whether real or personal, tangible or intangible, in the Surviving Corporation and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Corporation are authorized in the name of Aquatron, Ohio or otherwise to take any and all such action.

II. CONVERSION OF SHARES

2.1 Conversion of Shares. Subject to Section 2.2, at the Effective Time:

(a) each then-outstanding share of common stock, no par value, of Aquatron, Ohio ("Aquatron, Ohio Common Stock") not owned by Aquatron, Fla and other than those shares of Aquatron, Ohio Common Stock held in the treasury of the Aquatron, Ohio, if any, will be canceled, retired and converted into a right to receive five one-hundredths (.05) of one (1) share of common stock, no par value, of Aquatron, Fla ("Aquatron, Fla Common Stock"). The number of shares of Aquatron, Fla Common Stock that each share of Aquatron, Ohio Common Stock will be converted into is sometimes referred to herein as the "Merger Consideration";

(b) each then-outstanding share of Aquatron, Ohio Common Stock issued and held in Aquatron, Ohio's treasury will be canceled and retired; and

(c) each share of Aquatron, Fla Common Stock issued and outstanding immediately prior to the Effective Time shall continue to be an issued and outstanding share of common stock, no par, of the Surviving Corporation from and after the Effective Time.

2.2 Exchange of Certificates.

(a) Exchange Agent. Prior to the Effective Time, Aquatron, Fla hereby designates the law firm of **WALTER & HAVERFIELD LLP**, or its successor to act as exchange agent (the "Exchange Agent") providing for, among other things, the matters set forth in this Section 2.2. Except as set forth herein, from and after the Effective Time each holder of a certificate that immediately prior to the Effective Time represented outstanding shares of Aquatron, Ohio Common Stock ("Certificate") shall be entitled to receive in exchange therefor, upon surrender thereof to the Exchange Agent, the Merger Consideration for each share of Aquatron, Ohio Common Stock so represented by the Certificate surrendered by such holder thereof. The certificates representing shares of Aquatron, Fla Common Stock which constitute the Merger Consideration shall be properly issued and countersigned and executed and authenticated, as appropriate.

(b) Right to Merger Consideration. Subject to Subsection 2.2(c), until surrendered and exchanged in accordance with this Section 2.2, each Certificate shall, after the Effective Time, represent solely the right to receive the Merger Consideration, multiplied by the number of shares of Aquatron, Ohio Common Stock evidenced by such Certificate, together with any dividends or other distributions as provided in Sections 2.2(c) and 2.2(d), and shall have no other rights. From and after the Effective Time, Aquatron, Fla and Surviving Corporation shall be entitled to treat such Certificates that have not yet been surrendered for exchange as evidencing the ownership of the aggregate Merger Consideration into which the shares of Aquatron, Ohio Common Stock represented by such Certificates may be converted, notwithstanding any failure to surrender such Certificates.

(c) Distribution with Respect to Unexchanged Certificates. Whenever a dividend or other distribution is declared by Aquatron, Fla on the Aquatron, Fla Common Stock, the record date for which is at or after the Effective Time, the declaration shall include dividends or other distributions on all shares issuable pursuant to this Agreement. The Surviving Corporation shall pay any dividends or make any other distributions with a record date prior to the Effective Time which may have been declared or made by Aquatron, Ohio on the Aquatron, Ohio Common Stock in accordance with the terms of this Agreement on or prior to the Effective Time and which remain unpaid at the Effective Time.

2.3 Closing of the Aquatron, Ohio's Transfer Books. The stock transfer books of Aquatron, Ohio shall be closed at the close of business on the Business Day immediately preceding the date of the Effective Time.

III. REPRESENTATIONS AND WARRANTIES OF AQUATRON, FLA

Aquatron, Fla hereby represents and warrants to Aquatron, Ohio that:

3.1 Corporate Organization. Aquatron, Fla is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and is duly qualified to do business as a foreign corporation in each jurisdiction in which its ownership or lease of property or the nature of the business conducted by it makes such qualification necessary, except for such jurisdictions in which the failure to be so qualified would not have a Material Adverse Effect. Aquatron, Fla has the requisite corporate power and authority to own, lease, license and operate its properties and assets and to carry on its business as it is now being conducted.

3.2 Authority. Subject to the approval of the Board of Directors of Aquatron, Fla, Aquatron, Fla has the requisite corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated within this Agreement have not been approved by the Board of Directors of Aquatron, Fla. Upon the

approval of the Board of Directors of Aquatron, Fla this Agreement will be duly executed and delivered by, and constitute a valid and binding obligation of Aquatron, Fla, enforceable against Aquatron, Fla in accordance with its terms, except as enforceability thereof may be limited by applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar laws affecting the enforcement of creditors' rights generally and except that the availability of the equitable remedy of specific performance or injunctive relief is subject to the discretion of the court before which any proceedings may be brought.

3.3 Capitalization. As of the date hereof, the authorized capital stock of Aquatron, Fla consists of two thousand (2000) shares of Aquatron, Fla Common Stock, having no par value. As of the date hereof, one thousand two hundred (1,200) shares of Aquatron, Fla Common Stock were validly issued and outstanding, fully paid and nonassessable. As of the date hereof, there are no other shares of capital stock of Aquatron, Fla authorized, issued or outstanding and there are no outstanding subscriptions, options, warrants, rights, convertible securities or any other agreements or commitments of any character relating to the issued or unissued capital stock or other securities of Aquatron, Fla obligating Aquatron, Fla to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares of capital stock of Aquatron, Fla or obligating Aquatron, Fla to grant, extend or enter into any subscription, option, warrant, right, convertible security or other similar agreement or commitment. As of the date hereof, except as provided in this Agreement there are no voting trusts or other agreements or understandings to which Aquatron, Fla is a party with respect to the voting of the capital stock of Aquatron, Fla. All of the shares of Aquatron, Fla Common Stock issuable in exchange for the Aquatron, Ohio Common Stock at the Effective Time in accordance with this Agreement will be, when so issued, duly authorized, validly issued, fully paid and nonassessable and will not be subject to preemptive rights.

3.4 Subsidiaries. Aquatron, Fla has no subsidiaries.

3.5 Consents and Approvals; No Violation. Except as set forth in Section 3.2 of this Agreement, neither the execution and delivery of this Agreement by Aquatron, Fla nor the consummation by Aquatron, Fla of the transactions contemplated hereby will (a) conflict with or result in any breach of any provision of their respective certificates of incorporation or by-laws, (b) violate, conflict with, constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, or accelerate the performance required by, or result in the creation of any lien or other encumbrance upon any of the properties or assets of Aquatron, Fla or any of Aquatron, Fla's subsidiaries under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, lease, agreement or other instrument or obligation to which Aquatron, Fla is a party or to which they or any of their respective properties or assets are subject, except for such violations, conflicts, breaches, defaults, terminations, accelerations or creations of liens or other encumbrances, will not have a Material Adverse Effect or (c) require any consent, approval, authorization or permit of or from, or filing with or notification to, any Governmental Entity, except (i) filings of the Articles of Merger, (ii) filings required under the securities or blue sky laws of the various states, (iii) filings and approvals pursuant to any applicable state takeover law, (iv) consents, approvals, authorizations, permits, filings or notifications which, if not obtained or made will not, individually or in the aggregate, have a Material Adverse Effect.

IV. REPRESENTATIONS AND WARRANTIES OF COMPANY

Aquatron, Ohio hereby represents and warrants to Aquatron, Fla that:

4.1 Corporate Organization. Aquatron, Ohio is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio and is duly qualified to do business as a foreign corporation in each jurisdiction in which its ownership or lease of property or the nature of the business conducted by it makes such qualification necessary, except for such jurisdictions in which the failure to be so qualified would not have a Material Adverse Effect. Aquatron, Ohio has the requisite corporate power and authority to own, lease, license and operate its properties and assets and to carry on its business as it is now being conducted.

4.2 Authority. Aquatron, Ohio has the requisite corporate power and authority to execute and deliver this Agreement and, except for any required approval of Aquatron, Ohio's shareholders, to consummate the transactions contemplated by such. The execution and delivery of this Agreement and the consummation of the transactions contemplated within such documents have been duly approved by the Board of Directors of Aquatron, Ohio and no other corporate proceedings on the part of Aquatron, Ohio are necessary to authorize this Agreement or to consummate the transactions so contemplated, subject only to approval by the shareholders of Aquatron, Ohio as provided in Section 4.6. This Agreement has been duly executed and delivered by, and constitutes a valid and binding obligation of Aquatron, Ohio, enforceable against Aquatron, Ohio in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other similar laws affecting the enforcement of creditors' rights generally and except that the availability of the equitable remedy of specific performance or injunctive relief is subject to the discretion of the court before which any proceedings may be brought.

4.3 Capitalization. As of the date hereof, the authorized capital stock of Aquatron, Ohio consists of seven hundred fifty (750) shares of Aquatron, Ohio Common Stock, having no par value. As of the date hereof, six hundred (600) shares of Aquatron, Ohio Common Stock were validly issued and outstanding, fully paid and nonassessable. As of the date of this Agreement except as set forth in this Section 4.3, there are no shares of capital stock of Aquatron, Ohio authorized, issued or outstanding and there are no outstanding subscriptions, options, warrants, rights, convertible securities or any other agreements or commitments of any character relating to the issued or unissued capital stock or other securities of Aquatron, Ohio obligating Aquatron, Ohio to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares of capital stock of Aquatron, Ohio or obligating Aquatron, Ohio to grant, extend or enter into any subscription, option, warrant, right, convertible security or other similar agreement or commitment now or in the future. There are no voting trusts or other agreements or understandings to which Aquatron, Ohio is a party with respect to the voting of the capital stock of Aquatron, Ohio.

4.4 Subsidiaries. Aquatron, Ohio has no subsidiaries

4.5 Consent and Approvals; No Violation. Neither the execution and delivery of this Agreement by Aquatron, Ohio nor the consummation by Aquatron, Ohio of the transactions contemplated hereby will (a) conflict with or result in any breach of any provision of its Articles of Incorporation or By-laws, (b) violate, conflict with, constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, or accelerate the performance required by, or result in the creation of any lien or other encumbrance upon any of the properties or assets of Aquatron, Ohio under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, lease, agreement or other instrument or obligation to which Aquatron, Ohio is a party or to which they or any of their respective properties or assets are subject, except for such violations, conflicts, breaches, defaults, terminations, accelerations or creations of liens or other encumbrances, which individually or in the aggregate, will not have a Material Adverse Effect or (c) require any consent, approval, authorization or permit of or from, or filing with or notification to, any Governmental Entity, except (i) filing the Certificate of Merger, (ii) filings required under the securities or blue sky laws of the various states, or (iii) consents, approvals, authorizations, permits, filings or notifications which, if not obtained or made will not, individually or in the aggregate, have a Material Adverse Effect.

4.6 Vote Required. The affirmative votes of the holders of a majority of the outstanding shares of Aquatron, Ohio Common Stock entitled to vote thereon are the only votes of the holders of any class or series of Aquatron, Ohio capital stock necessary to approve this Agreement and the transactions contemplated by the Agreement.

V. CLOSING MATTERS

5.1 The Closing. Subject to satisfaction or waiver of all conditions precedent set forth in Article VI of this Agreement, the closing ("Closing") shall take place at the offices of Walter & Haverfield LLP in Cleveland, Ohio or at such other location as is mutually agreeable to the

parties and on a date ("Closing Date") which is the first Business Day after the date the required approvals of Aquatron, Ohio's shareholders have been obtained,

If all conditions are determined to be satisfied in all material respects (or are duly waived) at the Closing, the Closing shall be consummated by the making of all necessary filings required by all Governmental Entities.

5.2 Documents and Certificates. Aquatron, Fla and Aquatron, Ohio shall use their respective best efforts, on or prior to Closing, to execute and deliver all such instruments, documents or certificates as may be necessary or advisable, on the advice of counsel, for the consummation at the Closing of the transactions contemplated by this Agreement or to cause the Effective Time, subject to the consummation at the Closing, to occur as soon as practicable.

VI. CONDITIONS

6.1 Conditions to Obligation of Aquatron, Ohio to Effect the Merger. The obligation of Aquatron, Ohio to effect the Merger shall be subject to the fulfillment or waiver at or prior to the Effective Time of the additional following conditions:

(a) Aquatron, Fla shall have performed in all material respects its covenants contained in this Agreement required to be performed at or prior to the Effective Time.

(b) The representations and warranties of Aquatron, Fla contained in this Agreement shall be true in all material respects when made and the representations and warranties set forth in Article III shall be true in all material respects as of the Effective Time as if made at and as of such time, except as expressly contemplated or permitted by this Agreement and except for representations and warranties relating to a time or times other than the Effective Time which were or will be true in all material respects at such time or times.

6.2 Conditions to Obligation of Aquatron, Fla to Effect the Merger. The obligation of Aquatron, Fla to effect the Merger shall be subject to the fulfillment or waiver at or prior to the Effective Time of the additional following conditions:

(a) Aquatron, Ohio shall have performed in all material respects its covenants contained in this Agreement required to be performed at or prior to the Effective Time.

(b) The representations and warranties of Aquatron, Ohio contained in this Agreement shall be true in all material respects when made and the representations and warranties set forth in Article 4 shall be true in all material respects as of the Effective Time as if made on and as of such time, except as expressly contemplated or permitted by this Agreement and except for representations and warranties relating to a time or times other than the Effective Time which were or will be true in all material respects at such time or times.

VII. MISCELLANEOUS

7.1 Termination. This Agreement may be terminated at any time prior to the Effective Time by mutual consent of the Board of Directors of Aquatron, Fla and the Board of Directors of Aquatron, Ohio.

7.2 Survival of Representations, Warranties and Agreements. The representations and warranties or covenants in this Agreement will terminate at the Effective Time or the earlier termination of this Agreement pursuant to Section 7.1, as the case may be if the Merger is not consummated. If the Merger is consummated, the representations, warranties and covenants will survive any termination of this Agreement.

7.3 Waiver and Amendment. Subject to applicable provisions of the Florida Statutes and the Ohio Statutes, any provision of this Agreement may be waived at any time by the party which is, or whose stockholders are, entitled to the benefits thereof, and this Agreement may be amended or supplemented at any time, provided that no amendment will be made after any stockholder approval of the Merger which reduces or changes the form of the Merger Consideration without further stockholder approval. No such waiver, amendment or supplement will be effective unless in a writing which makes express reference to this Section 7.3 and is signed by the party or parties sought to be bound thereby.

7.4 Entire Agreement. This Agreement contains the entire agreement between Aquatron, Fla and Aquatron, Ohio with respect to the Merger and the other transactions contemplated hereby and thereby, and supersedes all prior agreements among the parties with respect to such matters.

7.5 Applicable Law; Consent to Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio except to the extent Florida Statutes or federal law applies. Aquatron, Fla and Aquatron, Ohio consent to personal jurisdiction in any action brought in any federal or state court within the State of Ohio having subject matter jurisdiction in the matter for purposes of any action arising out of this Agreement.

7.6 Certain Definitions. (a) For purposes of this Agreement, the term:

(i) "Business Day" means shall mean a day on which commercial banks are not authorized or required by law to close in Cleveland, Ohio.

(ii) "Governmental Entity" means any court, governmental authority or other regulatory or administrative agency or commission, domestic or foreign.

(iii) "Material Adverse Effect" means an event, change or occurrence which has a material negative impact on the condition (financial or otherwise), properties, assets, liabilities, businesses, operations or results of the operations of Aquatron, Ohio taken as a whole or Aquatron, Fla taken as a whole.

(iv) "person" means an individual, corporation, partnership, association, trust or unincorporated organization; and

(v) "subsidiary" of Aquatron, Ohio, Aquatron, Fla or any other person means, except where the context otherwise requires, any corporation, partnership, trust or similar association of which Aquatron, Ohio, Aquatron, Fla or any other person, as the case may be (either alone or through or together with any other subsidiary), owns, directly or indirectly, more than 50% of the stock or other equity interests, the holders of which are generally entitled to vote for the election of the board of directors or other governing body of such corporation.

(b) The descriptive headings contained in this Agreement are for convenience and reference only and will not affect in any way the meaning or interpretation of this Agreement.

(c) Unless the context of this Agreement expressly indicates otherwise, (i) any singular term in this Agreement will include the plural and any plural term will include the singular and (ii) the term section or schedule will mean a section or schedule of or to this Agreement.

7.7 Notices. All notices, consents, requests, demands and other communications hereunder will be in writing and will be deemed to have been duly given or delivered if delivered personally, telexed with receipt acknowledged, mailed by registered or certified mail return receipt requested, sent by facsimile with confirmation of receipt, or delivered by a recognized commercial courier addressed as follows:

If to Aquatron, Ohio to: Carl J. Dyczek, Esq.
Walter & Haverfield
1300 Terminal Tower
50 Public Square
Cleveland, Ohio 44113-2253

If to Aquatron, Fla to: Thomas Gentile, Treasurer
7294 Sarimento Place
Delray Beach, Florida 33446

or to such other address as any party may have furnished to the other parties in writing in accordance with this Section 7.7.

7.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original but all of which together will constitute but one agreement.

7.9 Parties in Interest; Assignment. This Agreement is not intended to nor will it confer upon any other person (other than the parties hereto) any rights or remedies. Without the prior written consent of the other party to this Agreement neither Aquatron, Fla nor Aquatron, Ohio shall assign any rights or delegate any obligations under this Agreement. Any such purported

assignment or delegation made without prior consent of the other parties hereto shall be null and void.

7.10 Expenses.

(a) If the Merger is consummated, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby will be paid by the Surviving Corporation.

7.11 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party hereto. Upon any such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated by this Agreement are consummated to the extent possible.

(No further text on this page-signature page follows)

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the date first above written.

Attest Joe D. Schmitt

AQUATRON CORPORATION
a Florida corporation

By Thomas Gentile
THOMAS GENTILE, Secretary-Treasurer

Attest Joe D. Schmitt

AQUATRON CORPORATION
an Ohio corporation

By Thomas Gentile
THOMAS GENTILE, Secretary-Treasurer