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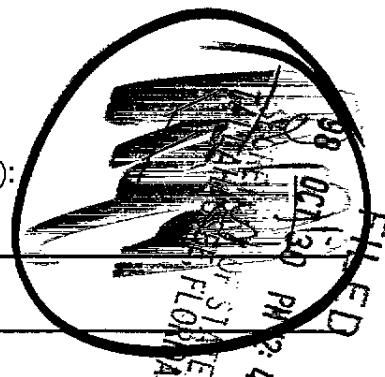
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CORPORATION NAME(S) AND DOCUMENT NUMBER(S) (if known):

Hydrogiene Corp



- ☐ Walk In
☐ Mail Out
☐ Will Wait
☐ Photocopy

☐ Pick Up Time _____

☒ Certified Copy

- ☐ Certificate of Status
☐ Certificate of Good Standing
☐ ARTICLES ONLY
☐ ALL CHARTER DOCS

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A. Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

- ☐ Certificate of FICTITIOUS NAME
☐ FICTITIOUS NAME SEARCH
☐ CORP SEARCH

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*****78.75 *****78.75

Ordered By: _____

Date: _____

ADR
11/2/98

ARTICLES OF MERGER
Merger Sheet

MERGING:

HYDROGIENE CORP., a Nevada corporation not authorized to transact
business in Florida

INTO

HIGH CLIMBERS, INC., a Florida corporation, P98000028014

File date: October 30, 1998

Corporate Specialist: Annette Ramsey

**CERTIFICATE (ARTICLES) OF MERGER OF
HYDROGIENE CORP.
WITH AND INTO
HIGH CLIMBERS, INC.**

FILED
98 OCT 30 PM 12:42
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The Hydrogiene Corp. and High Climbers, Inc. certify that:

1. The name and state of incorporation of each of the constituent corporations are:
 - (a) Hydrogiene Corp., a Nevada corporation
 - (b) High Climbers, Inc., a Florida corporation
2. An Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the provisions of Section 607.1103 of the Florida Statutes and Section 92A.100 of the Nevada Revised Statutes.
3. The Board of Directors of both constituent corporations unanimously approved the Agreement and Plan of Merger. No shareholder approval of High Climbers, Inc is required to approve the Merger. The transaction was approved by the shareholders of Hydrogiene Corp. by Consent of 90% of shareholders dated October 13, 1998. 3,158,833 shares were entitled to vote and 3,143,821 (90%) shares voted in favor of the Agreement and Plan of Merger. Only a majority of shares were required; therefore, the Agreement was approved by the required vote. A "Notice of Action Taken by Consent of Shareholders" was mailed by Certified Mail Return Receipt on October 15, 1998 to all Hydrogiene shareholders of record.
4. The name of the surviving corporation is High Climbers, Inc., a Florida corporation.
5. The Certificate of Incorporation as amended of High Climbers, Inc. shall be the Certificate of Incorporation of the surviving corporation. An amendment to the Articles of Incorporation will be filed changing the name of High Climbers, Inc. to Hydrogiene Corp.
6. The complete executed Agreement and Plan of Merger is on file at the principal place of business of High Climbers, Inc. located at 11717 Bernardo Plaza Court, Suite 220, San Diego, California 92128.
7. A copy of the Agreement and Plan of Merger will be furnished by High Climbers, Inc. on request and without cost, to any shareholder of the constituent corporations.
8. High Climbers, Inc. hereby irrevocably appoints the Nevada Secretary of State as its agent to accept service of process in any suit or proceeding. A copy of such process shall be mailed by the Secretary of State to High Climbers, Inc. located at 11717 Bernardo Plaza Court, Suite 220, San Diego, California 92128.

IN WITNESS WHEREOF, the corporations have hereunto set their hands and seals.

Dated this 15th day of October, 1998.

HYDROGIENE CORP.
a Nevada corporation

By: 

Charles Whitman Kallmann, President &
Chief Executive Officer

HIGH CLIMBERS, INC.
a Florida corporation

By: 

Charles Whitman Kallmann, President & Sole Director

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (hereinafter called the "Merger Agreement") is made effective as of October 14, 1998, by and between High Climbers, Inc., a Florida corporation ("HCI"), and The Hydrogiene Corp., a Nevada corporation ("Hydrogiene"). HCI and Hydrogiene are sometimes referred to as the "Constituent Corporations," with reference to the following facts:

A. The authorized capital stock of HCI consists of fifty million (50,000,000) shares of \$.0001 par value common stock. The authorized capital stock of Hydrogiene consists of ten million (10,000,000) shares of common stock, \$.01 par value and five million (5,000,000) shares of preferred stock, \$.01 par value.

B. There are currently 2,642,750 shares of stock of HCI outstanding.

C. Hydrogiene has no subsidiaries, and has a total of 3,158,833 shares of common stock issued and outstanding, and there are no options or other rights to acquire any newly issued shares available to any person. Additionally, Hydrogiene has outstanding warrants to purchase up to 150,000 shares of common stock which will convert to a right to acquire HCI shares based on the ratio set forth in section 1.4.

D. The directors of the Constituent Corporations deem it advisable and to the advantage of such corporations that Hydrogiene merge into HCI upon the terms and conditions herein provided.

NOW, THEREFORE, the parties do hereby adopt the plan of merger encompassed by this Merger Agreement and do hereby agree that Hydrogiene shall merge with and into HCI on the following terms, conditions, and other provisions:

1. TERMS AND CONDITIONS

1.1 Merger. Hydrogiene shall be merged with and into HCI (the "Merger"), and HCI shall be the surviving corporation (the "Surviving Corporation") effective upon the date when this Merger Agreement or a Certificate of Merger is filed with the Secretary of State of Florida the ("Effective Date").

1.2 Succession. On the Effective Date, HCI shall continue its corporate existence under the laws of the State of Florida, and the separate existence and corporate organization of Hydrogiene, except insofar as it may be continued by operation of law, shall be terminated and cease.

1.3 Transfer of Assets and Liabilities. On the Effective Date, the rights, privileges, powers and franchises, both of a public as well as of a private nature, of each of the Constituent

Corporations shall be vested in and possessed by the Surviving Corporation, subject to all of the disabilities, duties and restrictions of or upon each of the Constituent Corporations; and all singular rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, of each of the Constituent Corporations, and all debts due to each of the Constituent Corporations on whatever account, and all things in action or belonging to each of the Constituent Corporations shall be transferred to and vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest, shall be thereafter the property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; provided, however, that the liabilities of the Constituent Corporations and of their stockholders, directors and officers shall not be affected and all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgments as if the Merger had not taken place except as they may be modified with the consent of such creditors and all debts, liabilities and duties of or upon each of the Constituent Corporations shall attach to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

1.4 Manner of Accomplishing Merger. The Merger shall be accomplished by way of the exchange of 100% of the issued and outstanding shares of Hydrogene for 6,754,751 shares of the common stock of HCI, at the ratio of one share of HCI for each .468 shares of Hydrogene outstanding on the Effective Date of the Merger (1 for .468). The transfer agent will automatically be instructed to issue new certificates of HCI, based on the above ratio, to each of the shareholders of Hydrogene, at the address listed in the register of Hydrogene shareholders. No fractional shares will be issued, but each fractional share will be rounded up to the next share and a certificate for HCI will be issued to each record holder of Hydrogene accordingly. The exchange will be accomplished pursuant to an exemption from registration provided by section 4(2) of the Securities Act of 1933 and various state exemptions relative to transactions not involving a public offering. The exchange is intended to qualify as a tax free exchange pursuant to section 368(a)(1)(B) of the Internal Revenue Code.

1.5 Rights of Appraisal. This Merger shall be subject to the rights of appraisal granted to the shareholders of Hydrogene in accordance with the General Corporation Law of the State of Florida. Should more than ten percent (10%) of the shareholders of Hydrogene, regardless of the number of shares owned, seek to enforce their rights of appraisal, the Merger may be deemed canceled and all parties relieved of any obligation pursuant to this Agreement at the sole option of HCI. There are ten shareholders of Hydrogene on the date of execution of this Merger Agreement and the Board of Directors and shareholders of Hydrogene have already approved the Merger.

1.6 Obligations of Hydrogene Not to Issue its Securities. As of the date of this Merger Agreement and until the date of closing, Hydrogene shall not issue any additional shares of its common stock to any person or entity whatsoever, including as a result of having previously

issued any warrants to acquire common stock, any options to acquire its securities as a result of any employee stock option plan or otherwise, or pursuant to any employee benefit plan. Hydrogiene further represents that the capitalization, as set forth in paragraph C of the preamble to this Agreement, is true and accurate in all respects.

2. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation and Bylaws. The Certificate of Incorporation of HCI in effect on the Effective Date shall continue to be the Certificate of Incorporation of the Surviving Corporation. The Bylaws of HCI shall be the Bylaws of the Surviving Corporation, as they may be amended from time to time. Immediately after the merger is completed HCI shall take all steps necessary to change its name to The Hydrogiene Corp.

2.2 Directors. The directors of Hydrogiene immediately preceding the Effective Date shall become the directors of the Surviving Corporation on and after the Effective Date to serve until the expiration of their terms and until their successors are elected and qualified.

2.3 Officers. The officers of Hydrogiene immediately preceding the Effective Date shall become the officers of the Surviving Corporation on and after the Effective Date to serve at the pleasure of its Board of Directors.

3. MISCELLANEOUS

3.1 Further Assurances. From time to time, and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of Hydrogiene such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise, in the Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Hydrogiene and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of Hydrogiene or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

3.2 Amendment. At any time before or after approval by the stockholders of Hydrogiene, this Merger Agreement may be amended in any manner (except that, after the approval of the Merger Agreement by the stockholders of Hydrogiene, the principal terms may not be amended without the further approval of the stockholders of Hydrogiene) as may be determined in the judgment of the respective Board of Directors of HCI and Hydrogiene to be necessary, desirable, or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purpose and intent of this Merger Agreement.

3.3 Conditions to Merger. The obligation of the Constituent Corporations to effect the transactions contemplated hereby is subject to satisfaction of the following conditions (any or all of which may be waived by either of the Constituent Corporations in its sole discretion to the extent permitted by law):

(a) the Merger shall have been approved by the consent of the requisite number of stockholders of HCI in accordance with applicable provisions of the General Corporation Law of the State of Florida; and

(b) any and all consents, permits, authorizations, approvals, and orders deemed in the sole discretion of Hydrogene to be material to consummation of the Merger shall have been obtained; and

(c) an audit of the books and records of Hydrogene, conducted in accordance with generally accepted accounting practices, shall have been delivered to and approved by HCI; and

(d) any other requirements under applicable Nevada or Florida law shall have been satisfied in connection with the Merger.

3.4 Abandonment or Deferral. At any time before the Effective Date, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either Hydrogene or HCI or both, notwithstanding the approval of the Merger by the stockholders of Hydrogene or HCI, or the consummation of the Merger may be deferred for a reasonable period of time if, in the opinion of the Boards of Directors of Hydrogene and HCI, such action would be in the best interest of such corporations. In the event of termination of this Merger Agreement, this Merger Agreement shall become void and of no effect and there shall be no liability on the part of either Constituent Corporation or its Board of Directors or stockholders with respect thereto.

3.5 Counterparts. In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by the Board of Directors of Hydrogiene and HCI, is hereby executed on behalf of each said corporation and attested by their respective officers thereunto duly authorized.

THE HYDROGIENE CORP.
a Nevada corporation

By: Charles W. Kallmann
Charles Whitman Kallmann, President &
C.E.O.

ATTEST:

Charles W. Kallmann
Assistant
Secretary

HIGH CLIMBERS, INC.
a Florida corporation

By: Charles W. Kallmann
Charles Whitman Kallmann, President

ATTEST:

Charles W. Kallmann
Assistant
Secretary