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AMENDMENTS	
	Amendment
	Resignation of R.A. Officer/Director
	Change of Registered Agent
	Dissolution/Withdrawal
	Merger

Certificate of FICTITIOUS NAME

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OTHER FILINGS	
	Annual Report
	Fictitious Name
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ARTICLES OF RESTATED
OF
HIGH CLIMBERS, INC.

ARTICLE I

The name of the corporation is High Climbers, Inc. and as a result of the amendments contained in the attached Amended and Restated Articles of Incorporation shall be The Hydrogiene Corporation.

ARTICLE II

The text of the Amended and Restated Articles of Incorporation are attached hereto as Exhibit A.

ARTICLE III

The Amendments do not call for an exchange, reclassification or cancellation of issued shares.

ARTICLE IV

The date of the adoption of the Amended and Restated Articles is October 15, 1998

ARTICLE V

The Amended and Restated Articles were adopted by a majority consent of shareholders pursuant to Section 607.0704 of the 1989 Business Corporation Act as amended.

ARTICLE VI

Only one voting group was entitled to vote for the Amended and Restated Articles of Incorporation and the written consent of more than a majority of the issued and outstanding shares was received. A statement of action taken was issued by the company to all of the shareholders of record on October 15, 1998 was mailed to such shareholders of record on October 20, 1998.

IN WITNESS WHEREOF, the undersigned has executed these Articles this 20th day of October 1998.

Charles Whitman Kallmann, President and
Chief Executive Officer

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
THE HYDROGIENE CORPORATION
(f/k/a High Climbers, Inc.)

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being a natural person of the age of eighteen (18) years or more, and desiring to amend and restate its Articles of Incorporation under the laws of the State of Florida, does hereby sign, verify and deliver in duplicate to the Division of Corporations in the Department of State of the State of Florida this AMENDED AND RESTATED ARTICLES OF INCORPORATION.

FIRST: The name of the corporation shall be The Hydrogiene Corporation and its principal office and mailing address shall be 11717 Bernardo Plaza Court, Suite 220, San Diego, California 92128.

SECOND: The corporation shall have perpetual existence.

THIRD: (a) Purposes. The nature, objects and purposes of the business to be transacted shall be to transact all lawful business for which corporations may be incorporated pursuant to the Florida Business Corporation Act.

(b) Powers. In furtherance of the foregoing purposes, the corporation shall have and may exercise all of the rights, powers and privileges now or thereafter conferred upon corporations organized under the laws of Florida. In addition, it may do everything necessary, suitable or proper for the accomplishment of any of its corporation purposes.

FOURTH: (a) The aggregate number of shares which this corporation shall have the authority to issue is Fifty Million (50,000,000) shares, with a par value of $.0001 per share, which shares shall be designated common stock. No share shall be issued until it has been paid for, and it shall thereafter be nonassessable. The corporation may also issue up to Fifty Million (50,000,000) shares of preferred stock at a par value of $.0001 per share. The preferred stock of the corporation shall be issued in one or more series as may be determined from time to time by the Board of Directors. In establishing a series, the Board of Directors shall give to it a distinctive designation so as to distinguish it from the shares of all other series and classes, shall fix the number of shares in such series, and the preferences, rights and restrictions thereof. All shares in a series shall be alike. Each series may vary in the following respects: (1) the rate of dividend; (2) the price at and the terms and conditions on which shares shall be redeemed; (3) the amount payable upon shares in the event of involuntary liquidation; (4) the amount payable upon shares in the event of voluntary liquidation; (5) sinking fund provisions for the redemption of shares; (6) the terms and conditions on which shares may be converted if the shares of any series are issued with the privilege of conversion and (7) voting powers.

(b) Each shareholder of record shall have one vote for each share of stock standing in his name on the books of the corporation and entitled to vote. Cumulative voting shall not be permitted in the election of directors or otherwise.

(c) At all meetings of shareholders, a majority of the shares of a voting group entitled to vote at such meeting, represented in person or by proxy, shall constitute a quorum of that voting group.

(d) Shareholders of the corporation shall not have preemptive rights to subscribe for any additional unissued or treasury shares of stock or for other securities of any class, or for rights, warrants or options to purchase stock, or for scrip, or for securities of any kind convertible into stock or carrying stock purchase warrants or privileges.

FIFTH: The number of directors of the corporation shall be fixed by the bylaws. The name and address of the current sole director is as follows:

Charles W. Kallmann
11717 Bernardo Plaza Court, Suite 220
San Diego, CA 92128

SIXTH: The address of the registered office of the corporation is CorpAmerica, Inc., 1525 South Andrews Avenue, Suite 216, Fort Lauderdale, FL 33316.

SEVENTH: The address of the principal office of the corporation is 11717 Bernardo Plaza Court, Suite 220, San Diego, California 92128. The corporation may conduct part or all of its business in any other part of Florida, of the United States or of the world. It may hold, purchase, mortgage, lease and convey real and personal property in any of such places.

EIGHTH: The following provisions are inserted for the management of the business and for the conduct of the affairs of the corporation, and the same are in furtherance of and not in limitation or exclusion of the powers conferred by law.

(a) Conflicting Interest Transactions. As used in this paragraph, "conflicting interest transaction" means any of the following: (i) a loan or other assistance by the corporation to a director of the corporation or to an entity in which a director of the corporation is a director or officer or has a financial interest; (ii) a guaranty by the corporation of an obligation of a director of the corporation or of an obligation of an entity in which a director of the corporation is a director or officer or has a financial interest; or (iii) a contract or transaction between the corporation and a director of the corporation or between the corporation and an entity in which a director of the corporation is a director or officer or has a financial interest. No conflicting interest transaction shall be void or voidable, be enjoined, be set aside or give rise to an award of damages or other sanctions in a proceeding by a shareholder or by or in the right of the corporation, solely because the conflicting interest transaction involves a director of the corporation or an entity in which a director of the corporation is a director or officer or has a financial interest, or solely because the director is present at or participates in the meeting of the corporation's board of directors or of the committee of the board of directors which authorizes, approves or ratifies a conflicting interest

transaction, or solely because the director's vote is counted for such purpose if: (A) the material facts as to the director's relationship or interest and as to the conflicting interest transaction are disclosed or are known to the board of directors or the committee, and the board of directors or committee in good faith authorizes, approves or ratifies the conflicting interest transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors are less than a quorum; or (B) the material facts as to the director's relationship or interest and as to the conflicting interest transaction are disclosed or are known to the shareholders entitled to vote thereon, and the conflicting interest transaction is specifically authorized, approved or ratified in good faith by a vote of the shareholders; or (C) a conflicting interest transaction is fair as to the corporation as of the time it is authorized, approved or ratified by the board of directors, a committee thereof or the shareholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or of a committee which authorizes, approves or ratifies the conflicting interest transaction.

(b) Loans and Guaranties for the Benefit of Directors. Neither the board of directors nor any committee thereof shall authorize a loan by the corporation to a director of the corporation or to an entity in which a director of the corporation is a director or officer or has a financial interest, or a guaranty by the corporation of an obligation of a director of the corporation or of an obligation of an entity in which a director of the corporation is a director or officer or has a financial interest, until at least ten days after written notice of the proposed authorization of the loan or guaranty has been given to the shareholders who would be entitled to vote thereon if the issue of the loan or guaranty were submitted to a vote of the shareholders. The requirements of this paragraph (b) are in addition to, and not in substitution for, the provisions of paragraph (a) of Article EIGHT.

(c) Indemnification. The corporation shall indemnify, to the maximum extent permitted by law, any person who is or was a director, officer, agent, fiduciary or employee of the corporation against any claim, liability or expense arising against or incurred by such person made party to a proceeding because he is or was a director, officer, agent, fiduciary or employee of the corporation or because he is or was serving another entity as a director, officer, partner, trustee, employee, fiduciary or agent at the corporation's request. The corporation shall further have the authority to the maximum extent permitted by law to purchase and maintain insurance providing such indemnification.

(d) Limitation on Director's Liability. To the extent permitted by the Florida Business Corporation Act director of this corporation shall have any personal liability for monetary damages to the corporation or its shareholders for breach of his fiduciary duty as a director, except that this provision shall not eliminate or limit the personal liability of a director to the corporation or its shareholders for monetary damages for: (i) any breach of the director's duty of loyalty to the corporation or its shareholders; (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) voting for or assenting to a distribution in violation of Florida Law or these Articles of Incorporation if it is established that the director did not perform his duties in compliance with Florida Law, provided that the personal liability of a director in this circumstance shall be limited to the amount of the distribution which exceeds what could have been distributed without violation of Florida Law or these Articles of Incorporation; or (iv) any transaction from which the director directly or indirectly derives an improper personal benefit.

Nothing contained herein will be construed to deprive any director of his right to all defenses ordinarily available to a director nor will anything herein be construed to deprive any director of any right he may have for contribution from any other director or other person.

(e) Negation of Equitable Interests in Shares or Rights. Unless a person is recognized as a shareholder through procedures established by the corporation pursuant to Florida Law or any similar law, the corporation shall be entitled to treat the registered holder of any shares of the corporation as the owner thereof for all purposes permitted by the Florida Business Corporation Act including without limitation all rights deriving from such shares, and the corporation shall not be bound to recognize any equitable or other claim to or interest in such shares or rights deriving from such shares on the part of any other person, including without limitation a purchaser, assignee or transferee of such shares, unless and until such other person becomes the registered holder of such shares or is recognized as such, whether or not the corporation shall have either actual or constructive notice of the claimed interest of such other person. By way of example and not of limitation, until such other person has become the registered holder of such shares or is recognized pursuant to Florida Law or any similar applicable law, he shall not be entitled: (i) to receive notice of the meetings of the shareholders; (ii) to vote at such meetings; (iii) to examine a list of the shareholders; (iv) to be paid dividends or other distributions payable to shareholders; or (v) to own, enjoy and exercise any other rights deriving from such shares against the corporation.

DATED this 20th day of October, 1998.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Charles W. Kallmann, Director

CorpAmerica, Inc. hereby consents to the appointment as the registered agent for the corporation.

CORPAMERICA, INC.

By: Diane L. Flanagan, Asst. Secretary
Registered Agent

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

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 Statues and Section 92A.100 of the Nevada Revised Statues.

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 Hydrogiene for 6,754,751 shares of the common stock of HCI, at the ratio of one share of HCI for each .468 shares of Hydrogiene 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 Hydrogiene, at the address listed in the register of Hydrogiene 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 Hydrogiene 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 Hydrogiene in accordance with the General Corporation Law of the State of Florida. Should more than ten percent (10%) of the shareholders of Hydrogiene, 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 Hydrogiene on the date of execution of this Merger Agreement and the Board of Directors and shareholders of Hydrogiene have already approved the Merger.

1.6 Obligations of Hydrogiene Not to Issue its Securities. As of the date of this Merger Agreement and until the date of closing, Hydrogiene 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 Hydrogiene to be material to consummation of the Merger shall have been obtained; and

(c) an audit of the books and records of Hydrogiene, 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 Hydrogiene or HCI or both, notwithstanding the approval of the Merger by the stockholders of Hydrogiene 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 Hydrogiene 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 Whitman Kallmann, President & C.E.O.

ATTEST:

_____
Assistant
Secretary

HIGH CLIMBERS, INC.
a Florida corporation

By: _____
Charles Whitman Kallmann, President

ATTEST:

_____
Assistant
Secretary