

P94000066592

Document Number Only

CT Corporation System
660 East Jefferson Street
Tallahassee, FL 32301
Tel 850 222 1092
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Attn: Jeff Netherton

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CORPORATION(S) NAME

AquaTrend.net, Inc. (DE)
Merging: AquaTrend, Inc. (FL)

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FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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| <input type="checkbox"/> Profit | <input type="checkbox"/> Amendment | <input checked="" type="checkbox"/> Merger |
| <input type="checkbox"/> Nonprofit | | |
| <input type="checkbox"/> Foreign | <input type="checkbox"/> Dissolution/Withdrawal | <input type="checkbox"/> Mark |
| | <input type="checkbox"/> Reinstatement | |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Annual Report | <input type="checkbox"/> Other |
| <input type="checkbox"/> LLC | <input type="checkbox"/> Name Registration | <input type="checkbox"/> Change of RA |
| | <input type="checkbox"/> Fictitious Name | <input type="checkbox"/> UCC |
| <input type="checkbox"/> Certified Copy | <input type="checkbox"/> Photocopies | <input type="checkbox"/> CUS |
| <input type="checkbox"/> Call When Ready | <input type="checkbox"/> Call If Problem | <input type="checkbox"/> After 4:30 |
| <input checked="" type="checkbox"/> Walk In | <input type="checkbox"/> Will Wait | <input checked="" type="checkbox"/> Pick Up |
| <input type="checkbox"/> Mail Out | | |

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Acknowledgement _____
W.P. Verifier _____

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G. COULLIETTE MAR 15 2000

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RECEIVED
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

AQUATREND, INC., a Florida corporation system, P94000066592

INTO

AQUATREND.NET, INC., a Delaware corporation not qualified in Florida.

File date: March 15, 2000

Corporate Specialist: Cheryl Coulliette

ARTICLES OF MERGER

OF

**AQUATREND, INC.,
a Florida corporation**

INTO

**AQUATREND.NET, INC.,
a Delaware corporation**

Pursuant to Section 607.1104 of the Florida Business Corporation Act (the "FBCA"), the undersigned corporations adopt the following Articles of Merger:

FIRST: The Agreement and Plan of Merger for merging AquaTrend, Inc., a Florida corporation ("**AquaTrend-Florida**"), with and into AquaTrend.net, Inc., a Delaware corporation ("**AquaTrend-Delaware**"), attached as Exhibit A, was adopted by the board of directors of the Company and of AquaTrend-Florida on November 30, 1999.

SECOND: All of the shareholders of AquaTrend-Florida entitled to vote on the aforesaid Agreement and Plan of Merger approved and adopted the Agreement and Plan of Merger by written consent given by them on November 30, 1999 in accordance with the provisions of Section 607.0704 of the FBCA.

THIRD: The merger of AquaTrend-Florida with and into AquaTrend-Delaware is permitted by the laws of the state of Delaware and has been authorized in compliance with said laws.

FOURTH: The merger shall become effective as of February 29, 2000.

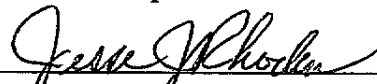
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Signed this 30th day of November, 1999.

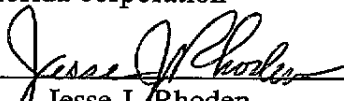
SURVIVING CORPORATION:

AQUATREND.NET, INC.,
a Delaware corporation


By: Jesse J. Rhoden
Its: President

MERGING CORPORATION:

AQUATREND, INC.,
a Florida corporation


By: Jesse J. Rhoden
Its: President

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") is entered into as of February 29, 2000 by and between AquaTrend, Inc., a Florida Corporation (the "Terminating Corporation") and AquaTrend.net, Inc., a Delaware corporation (the "Surviving Corporation"), (such two corporations together being herein sometimes called the "Constituent Corporations").

RECITALS:

A. The Merger (as defined in Section 1.1 below) is intended to qualify as a reorganization pursuant to Section 368(a)(1)(F) of the Internal Revenue Code, as amended.

B. The Surviving Corporation is a corporation duly organized and existing under the laws of the State of Delaware, and is a wholly-owned subsidiary of the Terminating Corporation.

C. The Terminating Corporation is a corporation duly organized and existing under the laws of the State of Florida and is the owner of all of the issued and outstanding shares of the Surviving Corporation.

D. Immediately following the Merger, the Surviving Corporation will have an authorized capitalization consisting of 48,000,000 common shares with a par value of \$.01 per share of which 2,000,000 shares will be issued and outstanding, and 2,000,000 preferred shares with a par value of \$.01 per share, none of which will be issued and outstanding.

E. The Terminating Corporation has an authorized capitalization of 11,000,000 common shares with a par value of \$.001 per share of which 5,250,000 shares are issued and outstanding (the "Issued Common Stock") and 7,250,000 preferred shares with a par value of \$.001 per share all of which are issued and outstanding (the "Issued Preferred Stock").

F. The respective boards of directors and all of the voting shareholders or stockholders, as the case may be, of the Constituent Corporations have determined that it is advisable that the Terminating Corporation should be merged with and into the Surviving Corporation on the terms and conditions hereinafter set forth, and have approved the Merger by unanimous written consents dated November 30, 1999 and December 9, 1999, respectively:

AGREEMENT:

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereby agree as follows:

ARTICLE I

1.1 On the "Effective Date" (as defined in Section 1.2 below), the Terminating Corporation shall be merged into the Surviving Corporation (such merger being herein referred to as the "Merger"). Upon effectiveness of the Merger, the separate existence of the Terminating Corporation shall cease and the Surviving Corporation shall continue unaffected and unimpaired by the Merger, with all the rights, privileges, immunities and powers and subject to all the duties and liabilities of a corporation organized under the General Corporation Law of the State of Delaware (the "DGCL").

1.2 The Merger shall become effective as of February 29, 2000 (the "Effective Date").

ARTICLE II

2.1 The Certificate of Incorporation of the Surviving Corporation in effect immediately prior to the Effective Date shall be and remain the Certificate of Incorporation of the Surviving Corporation until the same shall be further altered or amended.

2.2 The By-Laws of the Surviving Corporation in effect immediately prior to the Effective Date shall be and remain the By-Laws of the Surviving Corporation until the same shall be altered, amended or repealed.

2.3 The directors and officers of the Surviving Corporation in office on the Effective Date shall continue in office and shall constitute the directors and officers of the Surviving Corporation for the term elected until their respective successors shall be elected or appointed and shall have qualified.

ARTICLE III

3.1 Immediately upon the Effective Date without limiting the force and effect of any applicable provisions of the Florida Business Corporation Act (the "FBCA") or the DGCL with respect to the legal effect of the Merger, all the real and personal property, rights and interest, privileges, franchises, patents, trade secrets and confidential information, trademarks, licenses, registrations and all other legal rights and assets of every kind and description of the Terminating Corporation, whether tangible or intangible shall be automatically transferred to, vested in and devolve upon the Surviving Corporation without further act or deed; and all property, rights and every other interest of the Surviving Corporation and the Terminating Corporation shall be as effectively the property of the Surviving Corporation as they theretofore were of the Surviving Corporation and the Terminating Corporation, respectively. The Terminating Corporation and its directors and officers hereby agree from time to time as and when requested by the Surviving Corporation or by its successors or assigns to 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 actions as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the

Surviving Corporation, title to and possession of any and all property of the Terminating Corporation and otherwise to carry out all the intents and purposes hereof. The proper officers and directors of the Constituent Corporations are hereby fully authorized in the name and on behalf of the Constituent Corporations, respectively, to take any and all such actions.

3.2 Immediately upon the Effective Date, without limiting the force and effect of any applicable provisions of the DGCL or the FBCA with respect to the legal effect of the Merger, all of the contracts and agreements to which the Terminating Corporation is a party shall be automatically assumed by the Surviving Corporation.

3.3 Each of the Constituent Corporations hereby represents and warrants that it is not a party, jointly or severally, to any contract or agreement the terms of which would be violated or breached by it upon execution and consummation of this Agreement and that this Agreement is enforceable against each of the Constituent Corporations in accordance with its terms.

3.4 The Surviving Corporation shall be responsible and liable for all liabilities and obligations of each of the Constituent Corporations; and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Corporation may be substituted in the place of the Terminating Corporation, and neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by the Merger. The Surviving Corporation shall execute and deliver any and all documents which may be required for it to assume or otherwise comply with outstanding obligations of the Terminating Corporation, including, without limitation, the obligations of the Terminating Corporation under that certain Royalty Agreement dated June 16, 1999 among the Terminating Corporation, Milton R. Velinsky and Curtis V. Erickson.

ARTICLE IV

The manner and basis of converting the shares of stock of the Terminating Corporation into shares of stock of the Surviving Corporation shall be as follows:

4.1 Each issued and outstanding share of stock of the Surviving Corporation, issued and outstanding immediately prior to the Effective Date shall be cancelled on the Effective Date, and no payment shall be made with respect thereto.

4.2 Each share of the Terminating Corporation's Issued Common Stock and Issued Preferred Stock, which shares represent all of the issued and outstanding capital stock of the Terminating Corporation immediately prior to the Effective Date shall be changed and converted, without any action on the part of the holder thereof, into .16 fully paid and non-assessable shares of the common stock of the Surviving Corporation.

4.3 Each owner of an outstanding certificate or certificates, which prior to the Effective Date represented shares of the Terminating Corporation shall be entitled, upon surrender of such certificate or certificates to the Surviving Corporation, to receive in exchange therefor a certificate or certificates representing the number of common shares or preferred shares of the Surviving Corporation into which the shares of the Terminating Corporation theretofore represented by the surrendered certificate or certificates shall have been changed and converted as herein provided. Until so surrendered, the outstanding certificates which had represented shares of the Terminating Corporation shall be deemed and treated for all corporate purposes to represent the ownership of shares of the Surviving Corporation as though said surrender and exchange had taken place.

4.4 The certificates representing shares of the Surviving Corporation shall bear the following restrictive legends:

"THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS SET FORTH IN AN AMENDED AND RESTATED SHAREHOLDER RIGHTS AGREEMENT DATED AS OF NOVEMBER __, 1999. A COPY OF THE SUCH AGREEMENT MAY BE OBTAINED BY THE HOLDER HEREOF AT THE COMPANY'S PRINCIPAL PLACE OF BUSINESS WITHOUT CHARGE."

"THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THUS MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF UNLESS REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNLESS AN EXEMPTION FROM SUCH REGISTERED IS AVAILABLE."

ARTICLE V

The Surviving Corporation shall pay all expenses incurred in connection with the Merger.

ARTICLE VI

Each of the Constituent Corporations shall take or cause to be taken all actions or do or cause to be done all things necessary, proper or advisable under the FBCA and the DGCL to consummate and make effective the Merger, subject however to the appropriate consent of the shareholders or stockholders, as the case may be, of each of the Constituent Corporations in accordance with the requirements of the applicable provisions of the FBCA and the DGCL.

ARTICLE VII

This Agreement shall be binding upon and inure to the benefit of all of the parties hereto and their respective successors in interest.

ARTICLE VIII

Notwithstanding anything herein to the contrary, this Agreement may be terminated and abandoned by the Board of Directors of either of the Constituent Corporations at any time prior to the date of filing the required Certificate of Merger.

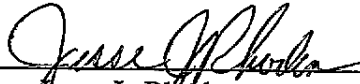
ARTICLE IX

The Board of Directors of the Surviving Corporation may amend, modify and supplement this Agreement in such a manner as it may determine at any time before or after approval and adoption hereof by the shareholders, or stockholders, as the case may be, of the Constituent Corporations; provided, however, that after favorable action by the shareholders or stockholders of the Surviving Corporation no such amendment, modification or supplement shall affect the rights of such shareholders or stockholders in any manner which is materially adverse to such shareholders or stockholders in the judgment of the Board of Directors.


[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

AquaTrend, Inc., a Florida corporation


By: Jesse J. Rhoden
Its: President

AquaTrend.net, Inc., a Delaware corporation


By: Jesse J. Rhoden
Its: President