

State of Delaware

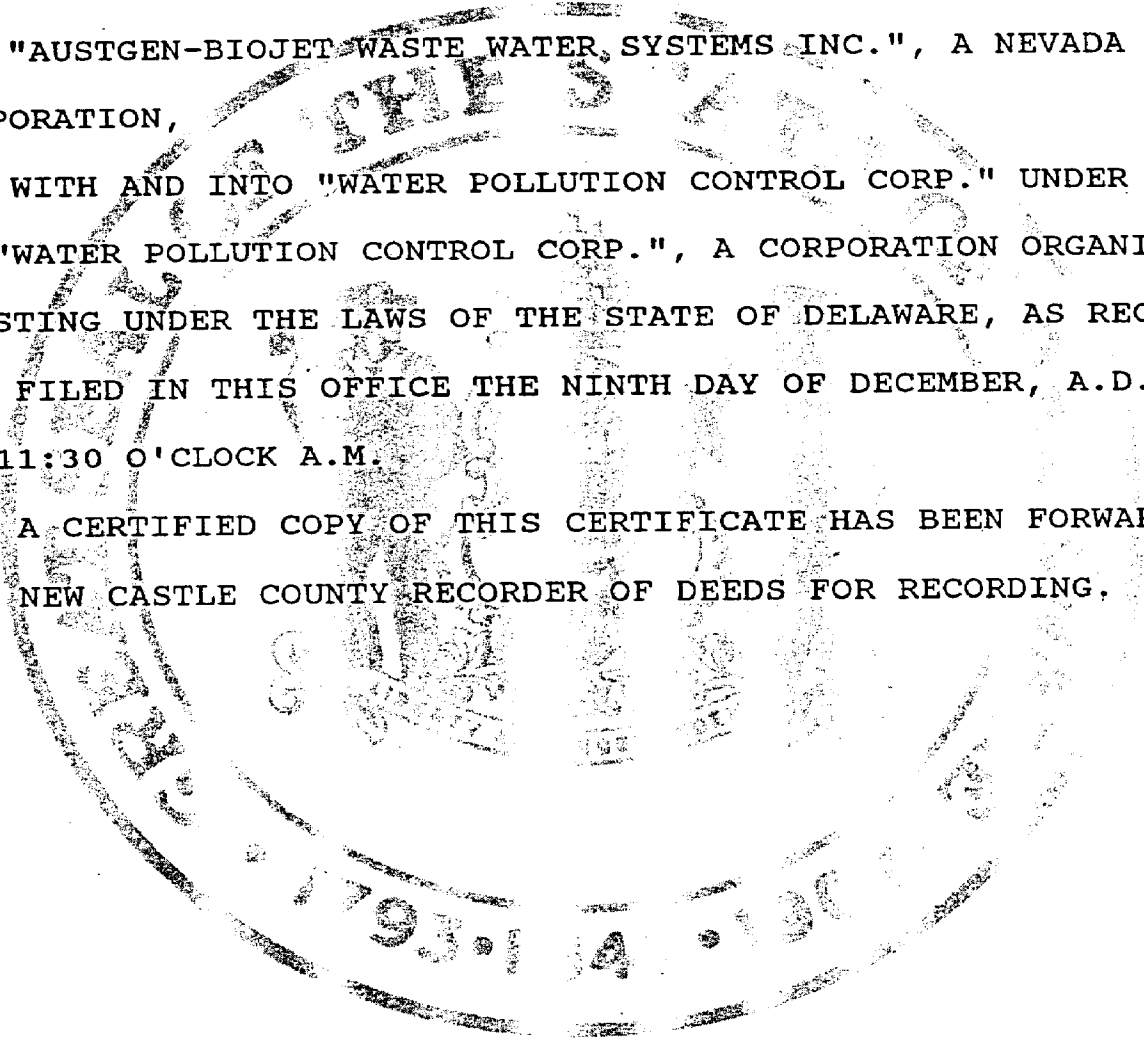
Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

"AUSTGEN-BIOJET WASTE WATER SYSTEMS INC.", A NEVADA CORPORATION,

WITH AND INTO "WATER POLLUTION CONTROL CORP." UNDER THE NAME OF "WATER POLLUTION CONTROL CORP.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE NINTH DAY OF DECEMBER, A.D. 1996, AT 11:30 O'CLOCK A.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS FOR RECORDING.



Edward J. Freel

Edward J. Freel, Secretary of State

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AUTHENTICATION: 8229345

DATE:

TRADEMARK⁶

REEL: 002239 FRAME: 0069

**PLAN AND AGREEMENT OF MERGER
MERCING
AUSTGEN-BIOJET WASTE WATER SYSTEMS INC.,
a Nevada corporation
INTO
WATER POLLUTION CONTROL CORP.,
a Delaware corporation**

PLAN AND AGREEMENT OF MERGER, dated as of this 23rd day of October, 1996, by and between **WATER POLLUTION CONTROL CORP.**, a Delaware corporation ("Company") and **AUSTGEN-BIOJET WASTE WATER SYSTEMS INC.**, a Nevada corporation ("ABJ").

W I T N E S S E T H :

A. WHEREAS, the authorized capital stock of the Company consists of 50,000 shares of Common Stock, \$.01 par value per share ("Company Stock"), 32,828 shares of which are issued and outstanding on the date hereof (it being understood that the Board of Directors of the Company has authorized a two-for-one stock split-up effective as of the closing of business December 31, 1996).

B. WHEREAS, the authorized capital stock of ABJ consists of 50,000 shares of Common Stock, \$1.00 par value, of which 35,194 shares of Common Stock are issued and outstanding on the date hereof.

C. WHEREAS, the Boards of Directors of ABJ and the Company deem it in the best interests of their respective corporations and stockholders that ABJ be merged with and into the Company, with the Company being the surviving corporation (the "Merger"), and each such Board of Directors has approved this Plan and Agreement of Merger, has authorized its execution and delivery and has directed that this Plan and Agreement of Merger with its recommendation and the Merger be submitted to its respective stockholders for approval.

NOW, THEREFORE, in consideration of the premises and the agreements herein contained, the parties hereto adopt and agree to the following agreements, terms and conditions relating to the Merger and the mode of carrying the same into effect:

ARTICLE 1

The Merger

1.01 The Merger. Subject to the terms and conditions hereof, ABJ will be merged with and into the Company in accordance with the applicable provisions of the Delaware General Corporation Law ("DGCL") and the applicable provisions of the Nevada General Corporation Law ("NGCL").

1.02 Effective Time of the Merger. As soon as practicable following fulfillment or waiver of the conditions specified in Article 6 hereof, (i) articles of merger ("Articles of Merger") shall be duly prepared and executed by ABJ and the Company and thereafter delivered to the Secretary of State of the State of Nevada for filing as provided in Section 92A.200 of the NGCL, and (ii) Plan and Agreement of Merger shall be certified, executed and acknowledged in the manner provided in Section 252 of the DGCL. The Merger shall become effective on January 1, 1997 ("Effective Time").

1.03 Effects of the Merger.

(a) At the Effective Time, (i) the separate existence of ABJ shall cease and ABJ shall be merged with and into the Company as provided in the applicable provisions of the NGCL and the applicable provisions of the DGCL (ABJ and the Company are sometimes referred to herein as the "Constituent Corporations" and the Company after the Merger is sometimes referred to herein as the "Surviving Corporation"); (ii) the certificate of incorporation of Surviving Corporation in effect as of the Effective Time shall be the certificate of incorporation of the Surviving Corporation; (iii) the by-laws of Surviving Corporation in effect as of the Effective Time shall be the by-laws of the Surviving Corporation; (iv) the officers of Surviving Corporation as of the Effective Time shall be the officers of Surviving Corporation; and (v) the members of the Board of Directors of Surviving Corporation as of the Effective Time shall be the members of the Board of Directors of Surviving Corporation (serving in each case until such time as their respective successors are duly elected or their earlier resignation, death, retirement or termination).

(b) In accordance with the applicable provisions of the DGCL and the applicable provisions of the NGCL, at and after the Effective Time, the Surviving Corporation shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; and all and singular rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, and all debts due to either of the Constituent Corporations on whatever account, as well as for stock subscriptions and all other things in action or belonging to each of the Constituent Corporations, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually 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; but all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts and liabilities had been incurred by it. Any action or proceeding, whether civil, criminal or administrative, pending by or against either Constituent Corporation shall be prosecuted as if the Merger had not taken place, and the Surviving Corporation may be substituted as a party in such action or proceeding in place of any Constituent Corporation.

(c) In addition to the effects of the Merger described in this Section 1.03 above, at and after the Effective Time, the Surviving Corporation shall remain incorporated in Delaware and retain the name "Water Pollution Control Corp."

ARTICLE 2

Effect of the Merger on the Capital Stock of the Constituent Corporations

2.01 Effect on Company Stock. As of the Effective Time, by virtue of the Merger and without any action by or on the part of the stockholders of Company or ABJ, any party hereto or others:

(a) Company Stock. Each issued and outstanding share of common stock of the Company, as the Surviving Corporation, which shall be issued and outstanding on the Effective Date, shall remain issued and outstanding.

(b) ABJ Stock. Each issued and outstanding share of ABJ Common Stock shall thereupon be converted into the right to receive a fraction of a share of Company Stock equal to the Adjusted Book Value Per Share of ABJ Common Stock over the Adjusted Book Value Per Share of Company Common Stock. Upon surrender to Company of the certificates for ABJ Common Stock, the holder shall be entitled to receive certificates for the number of shares of Common Stock of Company represented by the certificates so surrendered. Until so surrendered, each such certificate representing outstanding shares of Common Stock of ABJ shall represent the ownership of the number of shares of Company Common Stock into which such shares are converted. No fractional shares of Company Common Stock shall be issued. In lieu of any fractional shares, holders of stock otherwise entitled to fractional shares shall have the right to elect either (i) to receive from the Company a cash payment in an amount equal to the fraction of such share of Company Common Stock otherwise issuable multiplied by the Adjusted Book Value Per Share of Company Common Stock, or (ii) to purchase from the Company the additional fractional share interest required to entitle such shareholder to one full share utilizing as a value per share the Adjusted Book Value Per Share of Company Common Stock.

(c) Cancellation of ABJ Stock and any Outstanding Options. All shares of ABJ Stock issued and outstanding immediately prior to the Effective Time shall no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist, and each ABJ Stockholder shall cease to have any rights with respect to their ABJ Stock, except the right to receive the consideration therefor described in (b) above. Each share of ABJ Stock held by ABJ as treasury stock shall be cancelled and retired as a result of the Merger without consideration therefor and shall cease to exist. Any options or other rights to purchase or subscribe to ABJ Stock or other securities of Company which remain outstanding at the Effective Time shall automatically be cancelled and retired as a result of the Merger without consideration

therefor and shall cease to exist, and any holder thereof shall cease to have any rights with respect thereto.

(d) Dissenters' Rights. Notwithstanding any provision of the Agreement to the contrary, any shares of ABJ Stock outstanding immediately prior to the Effective Time held by a holder who has dissented from the Merger in accordance with Section 92A.300 to 92A.500 of the NGCL and as of the Effective Time has not withdrawn or lost such right ("Dissenting Shares") shall not be converted into or represent a right to receive the consideration provided in (b) above but the holder shall be entitled only to such rights as are granted by Sections 92A.300 to 92.A500 of the NGCL. If a holder of shares who dissents from the Merger shall effectively withdraw or lose (through failure to perfect or otherwise) the right to demand payment for his shares in accordance with Section 92A.300 to 92A.500 of the NGCL, then, as of the Effective Time or the occurrence of such event, whichever last occurs, those shares shall be converted into and represent only the right to receive the consideration provided in (b) above upon the surrender of the certificate or certificates representing those shares.

(e) ABJ Adjusted Book Value Per Share. The term "Adjusted Book Value Per Share" of ABJ Common Stock shall be determined as of the Effective Time and as used herein shall mean the amount determined by dividing the Adjusted Book Value of ABJ at December 31, 1996 by the total number of shares of Common Stock of ABJ issued and outstanding at the Effective Time. Adjusted Book Value shall have the meaning ascribed to such term in Section 14(b) in the Austgen-Biojet Waste Water Systems Inc. Shareholders' Agreement as amended to date; it being understood that the provisions of Section 14(f) of the Austgen-Biojet Waste Water Systems Inc. Shareholders' Agreement shall have no force or effect for these purposes.

(f) Company Adjusted Book Value Per Share. The term "Adjusted Book Value Per Share" of Company Common Stock shall be determined as of the Effective Time and as used herein shall mean the amount determined by dividing the Adjusted Book Value of the Company at December 31, 1996 by the total number of shares of Common Stock of the Company issued and outstanding at the Effective Time. Adjusted Book Value shall have the meaning ascribed to such term in the Water Pollution Control Corp. Shareholders' Agreement as proposed to be amended by the Second Amendment approved by the Board of Directors of the Company on October 23, 1996. The determination of "Adjusted Book Value Per Share" of Company Common Stock shall be determined after taking into account the proposed two-for-one stock split-up of Company Common Stock to be effective as of the close of business December 31, 1996.

ARTICLE 3

Amendment; Extension

3.01 Amendment. Subject to the next following sentence, this Plan and Agreement of Merger may be amended by the parties hereto by action taken or authorized by their respective Boards of Directors at any time before or after approval of the matters presented

in connection with the Merger by the stockholders of the Company and ABJ, but after any such approvals, no amendment shall be made which changes in a manner the consideration to be provided to the ABJ stockholders. This Plan and Agreement of Merger may not be amended except by an instrument in writing signed on behalf of all of the parties hereto.

3.02 Extension; Waiver. At any time prior to the Effective Time, ABJ, on the one hand, and the Company, on the other hand, by action taken or authorized by their respective Board of Directors, may, to the extent legally allowed, (i) extend the time for the performance of any of the obligations or other acts of the other party hereto, and (ii) waive compliance by the other with any of the agreements or conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in a written instrument on behalf of such party.

ARTICLE 4

Representations and Warranties of Company

Company represents and warrants to ABJ:

4.01 Corporate Organization. The Company is a corporation duly organized, validly existing and in good standing under the laws of Delaware and is in good standing as a foreign corporation in each jurisdiction where failure to so qualify or be in good standing is reasonably likely to have a material adverse effect on the financial condition, business or results of operations of the Company. The Company has the requisite corporate power and authority to own, lease and operate its properties and assets and to carry on its business as now being conducted.

4.02 Authority. The Company has the requisite corporate power and authority to execute and deliver this Plan and Agreement of Merger and to consummate the transactions contemplated hereby except for the approval of the holders of Company Common Stock as described below. The execution and delivery of this Plan and Agreement of Merger and the consummation of the transactions contemplated hereby have been duly approved by the Board of Directors of the Company and no other corporate proceedings on the part of the Company is necessary to consummate the transactions so contemplated. This Plan and Agreement of Merger has been duly executed and delivered by the Company and constitutes a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except that the provisions of this agreement providing for the Merger will be so enforceable only upon approval by the holders of Company Common Stock as described above.

4.03 Capitalization. As of the date hereof, the authorized capital stock of the Company consists of 50,000 shares of Company Common Stock. As of the date hereof, 32,828 shares of Company Common Stock are validly issued and outstanding, fully paid and nonassessable. As of the date hereof, except for stock options to acquire, 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 the Company obligating the Company to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares of its capital stock or obligating the Company to grant, extend or enter into any subscription, option, warrant, right, convertible security or other similar agreement or commitment.

4.04 Company Action. The Board of Directors of the Company (at a meeting duly called and held) has by the requisite vote of all directors present (a) determined that the issuance and potential issuance of capital stock of the Company in the Merger is advisable and in the best interests of the Company and its stockholders and (b) resolved to recommend the approval of the issuance and potential issuance of capital stock of the Company in the Merger and directed that such matters be submitted for consideration by the holders of Company Common Stock at a special meeting of shareholders.

ARTICLE 5

Representations and Warranties of ABJ

ABJ represents and warrants to Company:

5.01 Corporate Organization. ABJ is a corporation duly organized, validly existing and in good standing under the laws of Nevada and is in good standing as a foreign corporation in each jurisdiction where failure to so qualify or be in good standing is reasonably likely to have a material adverse effect. ABJ has the requisite corporate power and authority to own, lease and operate its properties and assets and to carry on its businesses as they are now being conducted.

5.02 Authority. ABJ has the requisite corporate power and authority to execute and deliver this Plan and Agreement of Merger and, except for the approval of the holders of the Common Stock as described below, to consummate the Merger. The execution and delivery of this Plan and Agreement of Merger and the consummation of the transactions contemplated hereby have been duly approved by the Board of Directors of ABJ and no other corporate proceedings on the part of ABJ are necessary to authorize this Plan and Agreement of Merger or to consummate the transactions so contemplated, subject only to approval of such provisions by the holders of a majority of the shares of Common Stock of ABJ outstanding on the record date for the meeting. This Plan and Agreement of Merger has been duly executed and delivered by, and constitutes a valid and binding obligation of ABJ enforceable against ABJ in accordance with its terms.

5.03 Capitalization. As of the date hereof, the authorized capital stock of ABJ consists of 50,000 shares of Common Stock, par value \$1.00 per share. As of the date hereof 35,194 shares of Common Stock are validly issued and outstanding, fully paid and nonassessable. 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 ABJ obligating ABJ to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares of capital stock of ABJ or obligating ABJ to grant, extend or enter into any subscription, option, warrant, right, convertible security or other similar agreement or commitment.

5.04 ABJ Action. The Board of Directors of ABJ (at a meeting duly called and held) has by the requisite vote of all directors present (a) determined that the issuance and potential issuance of capital stock of ABJ in the Merger is advisable and in the best interests of ABJ and its stockholders and (b) resolved to recommend the approval of the issuance and potential issuance of capital stock of ABJ in the Merger and directed that such matters be submitted for consideration by the holders of ABJ Common Stock at a special meeting of shareholders.

ARTICLE 6

Condition

The respective obligations of each of the parties to effect the Merger shall be subject to the prior approval of the Merger and the Plan and Agreement of Merger by their respective stockholders in accordance with applicable law.

ARTICLE 7

Miscellaneous

7.01 Notice. All notices, requests, demands and other communications hereunder shall be given in writing and shall be: (a) personally delivered; (b) sent by telecopier, facsimile transmission or other electronic means of transmitting written documents; or (c) sent to the parties at their respective addresses indicated herein by registered or certified United States mail, return receipt requested and postage prepaid, or by private overnight mail courier service. The respective addresses to be used for all such notices, demands or requests are as follows:

- (a) If to ABJ:

Austgen-Biojet Waste Water Systems Inc.
9333 North 49th Street
Brown Deer, WI 53223
Attention: Frank L. Schmit, President
Facsimile: 414/365-2210

or to such other person or address as ABJ shall furnish to the Company in writing.

(b) If to the Company, to:

Water Pollution Control Corp.
9333 North 49th Street
Brown Deer, WI 53223
Attention: Thomas M. Pokorsky, President
Facsimile: 414/365-2210

or to such other person or address as Company shall furnish to ABJ in writing.

If personally delivered, such communication shall be deemed delivered upon actual receipt; if electronically transmitted pursuant to this Section, such communication shall be deemed delivered the next business day after transmission (and sender shall bear the burden of proof of delivery); if sent by overnight courier pursuant to this Section, such communication shall be deemed delivered upon receipt; and if sent by United States mail pursuant to this Section, such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service, or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal. Any party to this Plan and Agreement of Merger may change its address for the purposes of this Plan and Agreement of Merger by giving notice thereof in accordance with this Section.

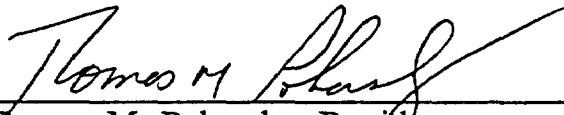
7.02 Counterparts. This Plan and Agreement of Merger may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.03 Headings. The headings in this Plan and Agreement of Merger are inserted for convenience only and shall not constitute a part hereof.

7.04 Termination of ABJ Shareholders' Agreement. At and as of the Effective Time of the Merger, the Austgen-Biojet Waste Water Systems Inc. Shareholders' Agreement shall be terminated, and at and as of the Effective Time such Shareholders' Agreement shall have no further force or effect.

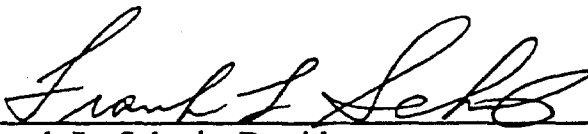
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

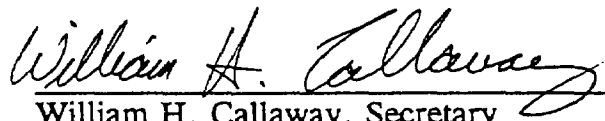
WATER POLLUTION CONTROL CORP.
("Company")

By: 
Thomas M. Pokorsky, President

Attest: 
William H. Roche, Secretary

AUSTGEN-BIOJET WASTE WATER SYSTEMS INC.
("ABJ")

By: 
Frank L. Schmit, President

Attest: 
William H. Callaway, Secretary

CERTIFICATE OF SECRETARY

I, William H. Roche, Secretary of Water Pollution Control Corp., a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such Secretary that the Plan and Agreement of Merger to which this Certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of Austgen-Biojet Waste Water Systems Inc., a corporation of the State of Nevada, was duly submitted to the stockholders of said Water Pollution Control Corp. at a special meeting of said stockholders called and held separately from the meeting of stockholders of any other corporation after at least 20 days' notice by mail as provided by Sections 251 and 252 of Title 8 of the Delaware Code on the 3rd day of December, 1996, for the purpose of considering and taking action upon the proposed Plan and Agreement of Merger; that 32,828 shares of stock of said corporation were on said date issued and outstanding, having voting power, that the proposed Plan and Agreement of Merger was approved by the stockholders by an affirmative vote representing at least a majority of the outstanding stock of said corporation entitled to vote thereon, and that thereby the Plan and Agreement of Merger was at said meeting duly adopted as the act of the stockholders of said Water Pollution Control Corp. and duly adopted agreement of said corporation.

WITNESS my hand on this 3rd day of December, 1996.



William H. Roche, Secretary