

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	08/08/2006		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
H2Oil Recovery Services, Inc.		08/08/2006	CORPORATION: GEORGIA
<b>RECEIVING PARTY DATA</b>			
Name:	H2Oil Recovery Services, Inc.		
Street Address:	380 East Main Street, Building B, Suite 204		
City:	Midway		
State/Country:	UTAH		
Postal Code:	84049		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
Property Type	Number	Word Mark	
Registration Number:	3096606	H2OIL	
Registration Number:	3683763	STEAM DRIVEN CONSERVATION	
Registration Number:	3471970	212 RESOURCES	
Registration Number:	3389647	212RESOURCES	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(801)438-2050		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(801)438-2000		
Email:	jrichards@btjd.com		
Correspondent Name:	Brent J. Hawkins		
Address Line 1:	3165 East Millrock Drive		
Address Line 4:	Salt Lake City, UTAH 84121		
ATTORNEY DOCKET NUMBER:	H2OIL TM ASSIGNMENTS		

OP \$115.00 3096606

**900143476**

**TRADEMARK  
 REEL: 004063 FRAME: 0811**

NAME OF SUBMITTER:	Jared M. Richards
Signature:	/Jared M. Richards/
Date:	09/17/2009
<p><b>Total Attachments: 23</b></p> <p>source=Tab 1-Certificate of Incorporation#page1.tif  source=Tab 1-Certificate of Incorporation#page2.tif  source=Tab 1-Certificate of Incorporation#page3.tif  source=Tab 1-Certificate of Incorporation#page4.tif  source=Tab 1-Certificate of Incorporation#page5.tif  source=Tab 1-Certificate of Incorporation#page6.tif  source=Tab 1-Certificate of Incorporation#page7.tif  source=Tab 1-Certificate of Incorporation#page8.tif  source=Tab 1-Certificate of Incorporation#page9.tif  source=Tab 1-Certificate of Incorporation#page10.tif  source=Tab 1-Certificate of Incorporation#page11.tif  source=Tab 13-Agreement of Merger and Plan of Reorganization#page1.tif  source=Tab 13-Agreement of Merger and Plan of Reorganization#page2.tif  source=Tab 13-Agreement of Merger and Plan of Reorganization#page3.tif  source=Tab 13-Agreement of Merger and Plan of Reorganization#page4.tif  source=Tab 13-Agreement of Merger and Plan of Reorganization#page5.tif  source=Tab 13-Agreement of Merger and Plan of Reorganization#page6.tif  source=Tab 12-Delware Cert of Ownership and Merger#page1.tif  source=Tab 12-Delware Cert of Ownership and Merger#page2.tif  source=Tab 12-Delware Cert of Ownership and Merger#page3.tif  source=Tab 11-GA Certificate of Merger#page1.tif  source=Tab 11-GA Certificate of Merger#page2.tif  source=Tab 11-GA Certificate of Merger#page3.tif</p>	

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "H2OIL RECOVERY SERVICES, INC.", FILED IN THIS OFFICE ON THE EIGHTH DAY OF AUGUST, A.D. 2006, AT 4:30 O'CLOCK P.M.

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



4202208 8100

060742904

*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 4960386

DATE: 08-08-06

TRADEMARK

REEL: 004063 FRAME: 0813

**CERTIFICATE OF INCORPORATION**  
**OF**  
**H2OIL RECOVERY SERVICES, INC.**

August 8, 2006

The undersigned, in order to form a corporation pursuant to the Delaware General Corporation Law (§ Del. C. § 1-101, et seq.) (the "Act"), hereby certifies as follows:

1. **Name.** The name of the corporation is H2Oil Recovery Services, Inc. (the "Corporation").
2. **Registered Office.** The address of the registered office of the Corporation is c/o The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.
3. **Registered Agent.** The name and address of the registered agent for services of process of the Corporation in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.
4. **Purpose.** The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Act.
5. **Stock.** The Company is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares that the Company is authorized to issue is 5,000,000 shares, 4,000,000 shares of which will be Common Stock, \$0.001 par value per share (the "Common Stock"), and 1,000,000 shares of which will be Preferred Stock, \$0.001 par value per share (the "Preferred Stock"), 350,000 of which Preferred Stock shall be designated "Series A Participating Preferred Stock" ("Series A Preferred"). The remaining 650,000 shares of Preferred Stock may be issued from time to time in one or more series. Subject to the preferential dividend rights applicable to shares of any series of Preferred Stock, the holders of shares of Common Stock shall be entitled to receive such dividends as may be declared by the Board of Directors of the Corporation (the "Board"). In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, after distribution in full of the preferential amounts to be distributed to the holders of shares of the Preferred Stock, the holders of shares of the Common Stock shall be entitled to receive all of the remaining assets of the Corporation available for distribution to its stockholders, ratably in proportion to the number of shares of the Common Stock held by them. Each holder of record of the Common Stock shall have one vote for such share of Common Stock standing in such holder's name on the books of the Corporation and entitled to vote. The Series A Preferred shall have the voting powers, preferences and relative, participating, optional and other special rights, and qualifications, limitations and restrictions thereof as follows:

5.1. **Certain Definitions.** Unless the context otherwise requires, the terms defined in this Section 5.1 shall have the meanings herein specified (with terms defined in the singular having comparable meanings when used in the plural).

5.1.1. *Equity Securities.* The term "Equity Securities" shall mean (a) any securities of the Corporation having voting rights with respect to the election of members of the Board not contingent upon default, including, but not limited to, shares of Common Stock and Series A Preferred; (b) any securities evidencing any equity ownership interest in the Corporation including, but not limited to, any shares of Preferred Stock; and (c) any securities convertible or exchangeable for any of the foregoing securities.

5.1.2. *Investment Amount.* The term "Investment Amount" shall mean \$6.75 per share of Series A Preferred, as adjusted in accordance with this Certificate of Incorporation.

5.1.3. *IPO Event.* The term "IPO Event" shall mean the closing of a underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of Common Stock.

5.1.4. *Junior Stock.* The term "Junior Stock" shall mean the Common Stock and any other stock of the Corporation, ranking junior to the Series A Preferred as to dividend rights and distribution rights on liquidation, dissolution and winding up.

5.1.5. *Liquidation Preference.* The term "Liquidation Preference" shall mean the Stated Value per share.

5.1.6. *New Securities.* The term "New Securities" shall mean any authorized but unissued shares, and any treasury shares, of capital stock of the Corporation and all rights, options or warrants to purchase capital stock, and securities or obligations of any type whatsoever that are, or may become, convertible into, exercisable for or under, which may be obtained, the Corporation's capital stock, provided, however, that the term "New Securities" does not include:

5.1.6.1. shares of Common Stock issued upon conversion of the Series A Preferred pursuant to Section 5.6 of this Certificate of Incorporation;

5.1.6.2. Equity Securities issued pursuant to the acquisition of another corporation or entity by the Corporation by merger, purchase of all or substantially all of the assets or other reorganization whereby the Corporation shall become the owner of more than 50% of the voting power of such corporation or entity;

5.1.6.3. Equity Securities issued to financial institutions as consideration for or in connection with any credit facilities obtained by the Corporation;

5.1.6.4. Equity Securities issued in order to ensure compliance with any of the Corporation's debt instruments or credit agreements;

5.1.6.5. Equity Securities issued in connection with any stock split, stock dividend or reclassification of Common Stock distributable on a pro rata basis to all holders of the Corporation's capital stock;

5.1.6.6. shares of Common Stock issued or issuable pursuant to options granted by the Corporation to employees or other key persons; or

5.1.6.7. Equity Securities issued in connection with an IPO Event.

5.1.7. *Original Issuance Date.* The term "Original Issuance Date" shall mean the date on which payment and executed subscription documents are first received and accepted by the Corporation for a share of Series A Preferred.

5.1.8. *Pro Rata Share.* The term "Pro Rata Share" shall mean the fraction calculated by dividing (i) the number of shares of Series A Preferred held by such holder as of the applicable date by (ii) (A) the total number of shares of Common Stock outstanding as of such date plus (B) the total number of shares of Series A Preferred outstanding on such date plus (C) the total number of shares of any other Equity Securities (including shares of Common Stock issuable upon conversion, exercise or exchange of such Equity Securities) as of such date having voting rights substantially similar to those of the Common Stock.

5.1.9. *Stated Value.* The term "Stated Value" shall mean \$6.75 per share of Series A Preferred.

## 5.2. Series A Preferred Designation Rank and Number

5.2.1. *Designation Rank.* This series of Preferred Stock shall be designated the "Series A Participating Preferred Stock" par value \$1.001 per share. The Series A Preferred shall rank, with respect to dividend rights and distributions on liquidation, winding up and dissolution senior to all classes of Junior Stock.

5.2.2. *Authorized Number.* The authorized number of shares constituting the Series A Preferred shall be 350,000 shares.

## 5.3. Dividends

5.3.1. *Cumulative Dividends.* The holders of the Series A Preferred shall be entitled to be receive, when, as, and if declared by the Board out of funds at the time legally available therefor, dividends at the annual rate of 9% of the Stated Value for each share of the Series A Preferred then issued and outstanding (the "Dividend Rate") and no more, which shall be fully cumulative, shall accrue without interest (including any interest, sum of money in lieu of interest or other property paid on account of any dividend, payment or payments which may be in arrears) from the Original Issuance Date and shall be payable in arrears only upon (i) any voluntary or involuntary liquidation, dissolution or other winding up of the affairs of the Corporation, (ii) any sale, lease, or other disposition of all or substantially all of the assets of the Corporation, (iii) an IPO Event, or (iv) a Change of Control (as defined in Section 5.6.2 (in each case, "Dividend Payment Event") to holders of record as they appear in the securities register of the Corporation on the date of a Dividend Payment Event. If the Corporation has funds legally available as of a Dividend Payment Event in which to pay all accrued and unpaid dividends, then the Board shall declare and pay all accrued and unpaid dividends on the Series A Preferred upon such Dividend Payment Event. Dividends paid on shares of Series A Preferred in an amount less

than the total amount of such dividends at the time accumulated and payable on such shares shall be allocated pro rata among all such shares of Series A Preferred at that time outstanding. Notwithstanding any other provision of this Section 5.3, no dividends or other distributions, other than Dividends payable solely in shares of Common Stock or other Junior Stock, shall be declared, paid, or set apart for payment, and no purchase redemption or other acquisition shall be made by Corporation of any shares of Common Stock or other Junior Stock, unless or until all cumulative and unpaid dividends on the Series A Preferred shall have been paid or declared and set apart for payment.

**5.3.2. Payment.** Accrued and unpaid dividends payable on the Series A Preferred pursuant to Section 5.3.1 shall be payable only in shares of Common Stock, if the Dividend Payment Event is an IPO Event. The number of shares of Common Stock to be issued to the holders of the Series A Preferred in payment of such accrued and unpaid dividends shall be equal to the product of (i) the quotient of (A) the Dividend Rate, divided by (B) the initial offering price of a share of Common Stock as fixed by Corporation's underwriter in the IPO Event (the "Stock Dividend Price"), times (ii) a fraction, the numerator of which is the number of days elapsed for the period for which the dividend is to be paid, and the denominator of which is 365. Upon any Dividend Payment Event other than an IPO Event, dividends shall be paid in cash.

#### **5.4. Distributions upon Liquidation, Dissolution or Winding Up.**

**5.4.1.** In the event of any voluntary or involuntary liquidation, dissolution or other winding up of the affairs of the Corporation, before any payment or distribution shall be made to the holders of Junior Stock, the holders of Series A Preferred shall be entitled to be paid out of the assets of the Corporation in cash or property at its fair market value, as reasonably determined by the Board, the Liquidation Preference per share, plus all accrued and unpaid dividends on the Series A Preferred. Upon any such liquidation, dissolution or winding up of the Corporation, after the holders of Series A Preferred have been paid in full the Liquidation Preference per share, plus all accrued and unpaid dividends on the Series A Preferred, the holders of Series A Preferred shall be entitled to share in the remaining net assets of the Corporation with the holders of shares of Common Stock, on a pro rata basis.

**5.4.2.** If upon any such liquidation, dissolution or other winding up of the affairs of the Corporation, the assets of the Corporation shall be insufficient to permit the payment in full of the Liquidation Preference per share on the Series A Preferred, plus all accrued and unpaid dividends on the Series A Preferred, then the assets of the Corporation shall be ratably distributed among the holders of Series A Preferred in proportion to the full amounts to which they would otherwise be respectively entitled if all preference amounts and accrued and unpaid dividends due thereon were paid in full.

**5.4.3.** For purposes of this Section 5.4, neither the merger or consolidation of the Corporation with or into one or more entities, nor the merger or consolidation of anyone or more entities with or into the Corporation, nor a sale, transfer, lease, conveyance, exchange or other disposition of all or any part of the assets of the Corporation, shall be deemed to be a liquidation, dissolution or winding up of the Corporation.

5.5.  Voting Rights. Except as otherwise required by law or the Corporation's Certificate of Incorporation, the shares of Series A Preferred shall be entitled to vote together with the shares of Common Stock as one class on any matter required to or permitted to be voted on by stockholders of the Corporation at all annual and special meetings of stockholders of the Corporation, and to act by written consent in the same manner as the holders of Common Stock. Each holder of Series A Preferred shall be entitled to one vote per share of Series A Preferred held by such holder on the record date fixed for such meeting, or on the effective date of such written consent. Notwithstanding anything contrary in this Section 5.5, the affirmative vote of the holders of a majority of the outstanding shares of Series A Preferred, voting as a single class, shall be required to effect any amendment to the Certificate of Incorporation that would increase or decrease the aggregate number of authorized shares of Series A Preferred, increase or decrease the par value of the Series A Preferred or alter or change the powers, preferences, or special rights of the shares of Series A Preferred so as to affect them adversely.

5.6.  Exchange Rights. The holders of Series A Preferred shall have the following rights with respect to the exchange thereof (the " Exchange Rights"):

5.6.1.  Exchange Event. Each share of Series A Preferred shall be automatically exchanged into a number of shares of Common Stock as determined pursuant to Section 5.6.2 below, immediately prior to first to occur of (i) an IPO Event or (ii) the consummation of a Change of Control (as defined below) (in each case, an " Exchange Event").

5.6.2.  Change of Control. For the purposes of Section 5.6.1 and this Section 5.6, of the term " Change of Control" shall mean any consolidation, reorganization or merger of the Corporation with or into any other corporation or other entity or person, in which the stockholders of the Corporation immediately prior to such consolidation, merger or reorganization, own less than fifty percent (50%) of the Corporation's voting power immediately after such consolidation, merger or reorganization.

5.6.3.  Conversion Rate. For purposes of Section 5.6.1 above, the shares of Series A Preferred shall be converted, at the times and under the conditions described in this Section 5.6 hereafter, at the rate (the " Conversion Rate") of one share of Series A Preferred to the number of shares of Common Stock that equals the quotient obtained by dividing the Investment Amount, by the Conversion Price (defined hereinafter). Thus, the number of shares of Common Stock to which a holder of Series A Preferred shall be entitled upon any conversion provided for in this Section 5.6 shall be the product obtained by multiplying the Conversion Rate by the number of shares of Series A Preferred being converted. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of the surrender of the shares of Series A Preferred to be converted in accordance with the procedures described in Section 5.6.4 below. The " Conversion Price" for the Series A Preferred shall be equal to the Investment Amount, except as otherwise adjusted as provided hereafter in this Section 5.6. The initial Conversion Rate shall be one share of Series A Preferred for one share of Common Stock.

5.6.4.  Mechanics of Exchange. Each holder of Series A Preferred who is required to exchange the same into shares of Common Stock pursuant to this Section 5.6 shall surrender the certificate or certificates therefore, duly endorsed, at the office of the Corporation or any transfer agent for the Series A Preferred, and shall give written notice to the Corporation



at such office that such holder elects to exchange the same. Such notice shall state the number of shares of Series A Preferred being exchanged. Thereupon, the Corporation shall promptly issue and deliver to such holder at such office and in its name as shown on such surrendered certificate or certificates, a certificate or certificates for the number of shares of Common Stock to which such holder is entitled (and issue replacement certificates representing shares of Series A Preferred not being exchanged if applicable). Such exchange shall be deemed to have been made at the close of business on the date of such surrender of the certificates representing the shares of Series A Preferred to be exchanged and the person entitled to receive the shares of Common Stock issuable upon such exchange shall be treated for all purposes as the record holder of such shares of Common Stock on such date.

**5.6.5. Adjustment for Subdivisions or Combinations of Common Stock.** In the event the Corporation at any time or from time to time after the Original Issuance Date effects a subdivision or combination of the outstanding Common Stock into a greater or lesser number of shares without a proportionate and corresponding subdivision or combination of the outstanding Series A Preferred, then, and in each such event, the Conversion Price (and the corresponding Conversion Rate) shall be increased or decreased proportionately.

**5.6.6. Adjustments for Dividends, Distributions and Common Stock Equivalents.** In the event that the Corporation at any time or from time to time after the Original Issuance Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in additional shares of Common Stock or other securities or rights convertible into or entitling the holder thereof to receive additional shares of Common Stock (hereinafter referred to as "Common Stock Equivalents") without payment of any consideration by such holder of such Common Stock Equivalents or the additional shares of Common Stock, and without a proportionate and corresponding dividend or other distribution to holders of Series A Preferred, then and in each such event the maximum number of shares (as set forth in the instrument relating thereto without regard to any provisions contained therein for subsequent adjustment of such number) of Common Stock issuable in payment of such dividend or distribution or upon conversion or exercise of such Common Stock Equivalents shall be deemed, for purposes of this Section 5.6.6, to be issued and outstanding as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date. In each such event the Conversion Price shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying such Conversion Price by a fraction,

(i) the numerator of which shall be the total number of shares of Common Stock issued and outstanding or deemed to be issued and outstanding immediately prior to the time of such issuance or the close of business on such record date; and

(ii) the denominator of which shall be the total number of shares of Common Stock (A) issued and outstanding or deemed pursuant to the terms hereof to be issued and outstanding (not including any shares described in clause (B) immediately below), immediately prior to the time of such issuance or the close of business on such record date, plus (B) the number of shares of Common Stock issuable in

payment of such dividend or distribution or upon such conversion or exercise of such Common Stock Equivalents;

provided, however, that (i) if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Conversion Price (and the corresponding Conversion Rate) shall be recomputed accordingly as of the close of business on such record date and thereafter the Conversion Price (and the corresponding Conversion Rate) shall be adjusted pursuant to this Section 5.6.6 as of the time of actual payment of such dividend or distribution; or (ii) if such Common Stock Equivalents provide, with the passage of time or otherwise, for any decrease in the number of shares of Common Stock issuable upon conversion or exercise thereof (or upon the occurrence of a record date with respect thereto), the Conversion Price (and the corresponding Conversion Rate) computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon, shall, upon any such decrease becoming effective, be recomputed to reflect such decrease insofar as it affects the rights of conversion or exercise of the Common Stock Equivalents then outstanding; or (iii) upon the expiration of any rights of conversion or exercise under any unexercised Common Stock Equivalents, the Conversion Price (and the corresponding Conversion Rate) computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon, shall, upon such expiration, be recomputed as if the only additional shares of Common Stock issued were the shares of such stock, if any, actually issued upon the conversion or exercise of such Common Stock Equivalents; or (iv) in the event of issuance of Common Stock Equivalents that expire by their terms not more than sixty (60) days after the date of issuance thereof, no adjustments of the Conversion Price (or the corresponding Conversion Rate) shall be made until the expiration or exercise of all such Common Stock Equivalents, whereupon the adjustment otherwise required by this Section 5.6.6 shall be made in the manner provided herein.

**5.6.7. De Minimis Adjustments.** No adjustment to the Conversion Price (and, thereby, the Conversion Rate) shall be made if such adjustment would result in a change in the Conversion Price of less than \$0.1. Any adjustment of less than \$0.1 that is not made shall be carried forward and shall be made at the time of and together with any subsequent adjustment that, on a cumulative basis, amounts to an adjustment of \$0.1 or more in the Conversion Price.

**5.6.8. Notices of Record Date.** The Corporation shall, unless waived in writing by such holder, mail to each holder of the Series A Preferred as promptly as practicable a notice specifying the date on which an Exchange Event, dissolution, liquidation or winding up is expected to become effective.

**5.6.9. Notices.** Any notice required by the provisions of this Section 5.6 shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed facsimile if sent during normal business hours of the recipient; if not, then on the next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after deposited with a nationally recognized overnight courier, specifying next-day delivery, with written verification of receipt. All notices shall be addressed to each holder of record at the address of such holder appearing on the books of the Corporation.

5.6.10. *Fractional Shares.* No fractional shares of Common stock shall be issued upon exchange of the Series A Preferred. All shares of Common Stock (including fractions thereof) issuable upon exchange or more than one share of Series A Preferred by a holder thereof shall be aggregated for purposes of determining whether the exchange would result in the issuance of any fractional share. If, after the aforementioned aggregation, the exchange would result in the issuance of any fractional share, the Corporation shall, in lieu of issuing any fractional share, pay cash equal to the product of such fraction multiplied by the fair market value of the Common Stock on the date of exchange.

5.6.11. *Reservation of Stock Issuable Upon Exchange.* The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the exchange of the shares of Series A Preferred, such number of its shares of Common Stock as shall from time to time be sufficient to effect the exchange of all outstanding shares of Series A Preferred. If at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the exchange of all then outstanding shares of Series A Preferred, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose, provided, however, that the Corporation shall not issue shares of Common Stock that are reserved for the purpose of effecting the exchange of the shares of Series A Preferred.

5.6.12. *No Voluntary Conversion.* Other than the Exchange Rights set forth in this Section 5.6, holders of Series A Preferred shall not have any rights to convert or exchange the Series A Preferred.

### 5.7. Preemptive Rights.

5.7.1. Until the sixth anniversary of the Original Issuance Date, the Corporation hereby grants to the holders of the Series A Preferred the right on the terms set forth below (including the limitations contained in Section 5.7.4 below) to purchase such holder's Pro Rata Share of New Securities which the Corporation may, after the date hereof, from time to time, propose to sell and issue for cash and other consideration.

5.7.2. So long as this Section 5.7 remains in effect, in the event the Corporation proposes to undertake an issuance of New Securities, it shall give the holders of the Series A Preferred, written notice of its intention, describing the type of New Securities, the consideration and the general terms upon which the Corporation proposes to issue the same. Each such holder shall have twenty (20) days from the date of receipt of any such notice to agree to purchase its Pro Rata Share of such New Securities for the cash or cash equivalent consideration and upon the general terms specified in the notice by giving written notice to the Corporation and stating therein the quantity of New Securities to be purchased. In the event that any holder of Series A Preferred elects to purchase less than its Pro Rata Share of the New Securities so offered, the Pro Rata Share of such holders not so purchased may be elected to be purchased within such period by the other holders of Series A Preferred in such proportion as is agreed by such holders or, failing agreement, in proportion to the shares of outstanding Series A Preferred held by each holder desiring to purchase such New Securities.

5.7.3. In the event a holder of Series A Preferred fails to exercise the above rights within said twenty (20) day period, the Corporation shall have one hundred twenty (120) days thereafter to sell the New Securities respecting which any such holder's private preemptive right was not exercised, at a cash or cash equivalent price and upon general terms no more favorable to the purchasers thereof than specified in the Corporation's notes. In the event the Corporation has not sold the New Securities within said one hundred twenty (120) day period, the Corporation shall not thereafter issue or sell any New Securities, without first offering a portion of such securities to the holders of the Series A Preferred as provided above.

5.7.4. The purchase rights granted by this Section 5.7 shall only be applicable to a proposed issuance of New Securities the results of which would be to reduce the aggregate percentage of Series A Preferred outstanding to less than 20% of the outstanding capital stock of the Corporation (on a fully diluted basis) after taking into account the issuance of the New Securities.

5.8. Exclusion of Other Rights. Except as may otherwise be required by law, the shares of Series A Preferred shall not have any voting powers, preferences and relative, participating, optional preemptive, subscription or other special rights, other than those specifically set forth in this Certificate of Incorporation.

5.9. Status of Redeemed Shares. Shares of Series A Preferred repurchased or redeemed by the Corporation shall be cancelled and shall revert to authorized but unissued shares of Blank Preferred Stock, undesignated as to series, subject to issuance by the Corporation as shares of Preferred Stock of any one or more series, including, without limitation and subject to the restrictions and limitations set forth herein, Series A Preferred.

5.10. Headings of Subdivisions. The headings of the various subdivisions hereof are for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

5.11. Severability of Provisions. If any voting powers, preferences and relative, participating, optional and other special rights of the Series A Preferred and qualifications, limitations and restrictions thereof set forth in this Certificate of Incorporation (as it may be amended from time to time) are invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all other voting powers, preferences and relative, participating, optional and other special rights of Series A Preferred and qualifications, limitations and restrictions thereof set forth in this Certificate of Incorporation (as amended from time to time) which can be given effect without the invalid, unlawful or unenforceable voting powers, preferences and relative, participating, optional and other special rights of Series A Preferred and qualifications, limitations and restrictions thereof shall, nevertheless, remain in full force and effect, and no voting powers, preferences and relative, participating, optional or other special rights of Series A Preferred and qualifications, limitations and restrictions thereof herein set forth shall be deemed dependent upon any other such voting powers, preferences and relative, participating, optional or other special rights of Series A Preferred and qualifications, limitations and restrictions thereof unless so expressed herein.

6. **Incorporator.** The name of the incorporator is J. Curry Woods. The address of the incorporator is Bank of America Plaza, 600 Peachtree Street, N.E. Suite 5200, Atlanta, Georgia 30308-2216.

7. **Bylaws.** In furtherance and not in limitation of the powers conferred by statute, the Board is expressly authorized to make, alter or repeal the bylaws of the Corporation, subject to the power of the stockholders of the Corporation to alter or repeal any bylaw, whether adopted by them or otherwise.

8. **Election of Directors.** Elections of members of the Board need not be by written ballot unless and to the extent otherwise provided in the bylaws of the Corporation.

9. **Election Regarding Section 203 of the Act.** The Corporation elects not to be governed by Section 203 of the Act, which pertains to business combinations with interested stockholders.

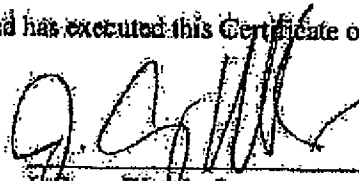
10. **Director Liability.** To the fullest extent permitted by the Act, no director of the Corporation shall be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

11. **Indemnification.** The Corporation shall, to the fullest extent permitted by the Act, indemnify any director or officer whom it shall have power to indemnify from and against any and all of expenses, liabilities or other losses of any nature. The indemnification provided in this Section shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

12. **Amendment.** The Corporation reserves the right to amend or repeal any provisions contained in this Certificate of Incorporation from time to time and at any time in the manner now or hereafter prescribed by the laws of the State of Delaware, and all rights conferred upon stockholders and directors are granted subject to such reservation.

13. **Effective Date and Time.** The incorporation of H2Oil Recovery Services, Inc. shall be effective upon the filing of this Certificate of Incorporation with the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Incorporation as of the date first written above:

  
\_\_\_\_\_  
J. Curry Woods, Incorporator

**AGREEMENT OF MERGER AND PLAN OF REORGANIZATION  
OF H2OIL RECOVERY SERVICES, INC.,  
A DELAWARE CORPORATION  
AND H2OIL RECOVERY SERVICES, INC.,  
A GEORGIA CORPORATION**

THIS AGREEMENT OF MERGER AND PLAN OF REORGANIZATION dated this 8th day of August 2006 (the "Agreement") is between **H2OIL RECOVERY SERVICES, INC.**, a Delaware corporation ("H2Oil Delaware"), and **H2OIL RECOVERY SERVICES, INC.**, a Georgia corporation ("H2Oil Georgia"). H2Oil Delaware and H2Oil Georgia are sometimes hereinafter collectively referred to as the "Constituent Corporations."

**RECITALS:**

A. H2Oil Georgia is a corporation organized and existing under the laws of the State of Georgia and, as of the date hereof, (i) 711,667 shares of the common stock of H2Oil Georgia, par value \$.001 per share (the "H2Oil Georgia Common Stock") are issued and outstanding, and (ii) 288,333 shares of the Series A Participating Preferred Stock of H2Oil Georgia, par value \$0.001 per share (the "H2Oil Georgia Series A Preferred") are issued and outstanding.

B. H2Oil Delaware is a corporation organized and existing under the laws of the State of Delaware and, as of the date hereof, 100 shares of the common stock of H2Oil Delaware, par value \$.001 per share (the "H2Oil Delaware Common Stock") are issued and outstanding.

C. The Board of Directors of H2Oil Georgia has determined that, for the purpose of effecting the reincorporation of H2Oil Georgia in the State of Delaware, it is advisable and in the best interests of H2Oil Georgia that it merge with and into H2Oil Delaware upon the terms and conditions herein provided.

D. The respective Boards of Directors of H2Oil Delaware and H2Oil Georgia and the respective stockholders and shareholders of each of the Constituent Corporations have approved this Agreement and have directed that this Agreement be executed by the undersigned officers.

NOW THEREFORE, in consideration of the mutual agreements and covenants set forth herein, H2Oil Delaware and H2Oil Georgia hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

**ARTICLE I**

**THE MERGER**

1.01 Merger. In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the Georgia Business Corporation Code, H2Oil Georgia shall be merged with and into H2Oil Delaware (the "Merger"), whereupon the separate existence of

H2Oil Georgia shall cease and H2Oil Delaware shall be, and is hereinafter sometimes referred to as, the "Surviving Corporation." On the Effective Date of the Merger (as hereinafter defined) the name of the Surviving Corporation shall be "H2Oil Recovery Services, Inc."

1.02 Filing and Effectiveness. The Merger shall become effective when the following actions shall have been completed:

(a) this Agreement and the Merger shall have been adopted and approved by the respective stockholders and shareholders of each Constituent Corporation in accordance with the requirements of the Delaware General Corporation Law and the Georgia Business Corporation Code, as the case may be;

(b) all of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof;

(c) an executed Certificate of Ownership and Merger meeting the requirements of the Delaware General Corporation Law shall have been filed with the Secretary of State of the State of Delaware; and

(d) executed Articles of Merger or a Certificate of Merger meeting the requirements of the Georgia Business Corporation Code shall have been filed with the Secretary of State of the State of Georgia. The date and time when the Merger shall become effective, as aforesaid, is herein referred to as the "Effective Date of the Merger."

1.03 Effect of the Merger. On the Effective Date of the Merger, the separate existence of H2Oil Georgia shall cease, and H2Oil Delaware, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger; (ii) shall be subject to all actions previously taken by its and H2Oil Georgia's Board of Directors; (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of H2Oil Georgia in the manner more fully set forth in Section 259 of the Delaware General Corporation Law; (iv) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Date of the Merger; and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of H2Oil Georgia in the same manner as if H2Oil Delaware had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the Georgia Business Corporation Code.

## ARTICLE II

### CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.01 Certificate of Incorporation. The Certificate of Incorporation of H2Oil Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation.

2.02 Bylaws. The Bylaws of H2Oil Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.03 Directors and Officers. The directors and officers of H2Oil Georgia immediately prior to the Effective Date of the Merger, who are serving in the same capacities, classes and terms for H2Oil Delaware, shall be the directors and officers of the Surviving Corporation, and such directors shall continue to be constituted in the same terms of office which they had as directors of H2Oil Georgia, in accordance with the Bylaws of H2Oil Delaware.

### ARTICLE III

#### MANNER OF CONVERSION OF SHARES

3.01 H2Oil Georgia Common Shares. Upon the Effective Date of the Merger, each share of H2Oil Georgia Common Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for one fully paid and nonassessable share of Common Stock, \$.001 par value per share, of the Surviving Corporation ("Surviving Corporation Common Stock"). Upon the Effective Date of the Merger, each share of H2Oil Georgia Series A Preferred issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for one fully paid and nonassessable share of Series A Participating Preferred Stock, \$.001 par value per share, of the Surviving Corporation ("Surviving Corporation Series A Preferred").

3.02 H2Oil Delaware Common Stock. Upon the Effective Date of the Merger, each share of H2Oil Delaware Common Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by H2Oil Delaware, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares. Upon the Effective Date of the Merger, each share of H2Oil Delaware Series A Participating Preferred Stock, \$.001 par value per share, issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by H2Oil Delaware, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

3.03 Exchange of Certificates.

(a) After the Effective Date of the Merger, each holder of an outstanding certificate representing H2Oil Georgia Common Stock and H2Oil Georgia Series A Preferred may, at such holder's option, surrender the same for cancellation to the Secretary of the Surviving Corporation, and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation's Common Stock or Preferred Stock, as applicable, into which the surrendered shares were converted, or to which such holder was otherwise entitled, as herein provided. Until so surrendered, each outstanding certificate theretofore representing H2Oil Georgia Common Stock



or H2Oil Georgia Series A Preferred shall be deemed for all purposes to represent the number of shares of the Surviving Corporation's Common Stock or Series A Preferred respectively into which such H2Oil Georgia Common Stock or H2Oil Georgia Series A Preferred were converted in the Merger and which the holder of such certificate was otherwise entitled to receive pursuant to this Agreement.

(b) The registered owner on the books and records of the Surviving Corporation of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of stock of the Surviving Corporation represented by such outstanding certificate as provided above.

(c) Each certificate representing stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability that appeared on the certificates of H2Oil Georgia so converted and given in exchange therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

#### ARTICLE IV

#### GENERAL PROVISIONS

4.01 Covenants of H2Oil Delaware. H2Oil Delaware covenants and agrees that it will on or before the Effective Date of the Merger take all such other actions as may be required by the Delaware General Corporation Law and the Georgia Business Corporation Code to effect the Merger.

4.02 Further Assurances. From time to time, as and when required by H2Oil Delaware or by its successors or assigns, there shall be executed and delivered on behalf of H2Oil Georgia such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions as shall be appropriate or necessary in order to vest or perfect in or confirm of record or otherwise by H2Oil Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of H2Oil Georgia and otherwise to carry out the purposes of this Agreement, and the officers and directors of H2Oil Delaware are fully authorized in the name and on behalf of H2Oil Georgia or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.03 Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of H2Oil Georgia or H2Oil Delaware, notwithstanding the approval of this Agreement by the shareholders of H2Oil Georgia or the sole stockholder of H2Oil Delaware.

4.04 Registered Office. The registered office of the Surviving Corporation in the State of Delaware is located at 1209 Orange Street, Wilmington, Delaware 19801, New Castle County,

and The Corporation Trust Company is the registered agent of the Surviving Corporation at such address.

4.05 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation, which is located at 380 East Main Street, Building B, Suite 204, Midway, Utah 84049, and copies thereof will be furnished to any shareholder or stockholder of either Constituent Corporation, upon request and without cost.

4.06 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of the Georgia Business Corporation Code.

4.07. Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

4.08 Amendment. At any time prior to the Effective Date of the Merger and for any reason, this Agreement may be amended, notwithstanding approval of this Agreement by the shareholders of H2Oil Georgia or the sole stockholder of H2Oil Delaware, by an agreement in writing; provided, however, that after approval of this Agreement by the shareholders of H2Oil Georgia, this Agreement may not be amended without such further approval as is required by the laws of Delaware and Georgia to the extent that such amendment would (i) alter or change the amount or kind of shares to be received by the shareholders of H2Oil Georgia in the Merger, (ii) alter or change any term of the Certificate of Incorporation of H2Oil Delaware, or (iii) effect any alteration or change that would adversely affect the shareholders of H2Oil Georgia or the sole stockholder of H2Oil Delaware.

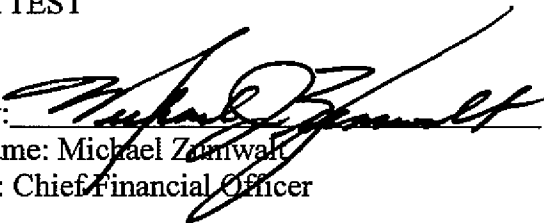
[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement, having first been approved by the resolutions of the Board of Directors of H2Oil Delaware and H2Oil Georgia and by the respective stockholders and shareholders of each of H2Oil Delaware and H2Oil Georgia, is hereby executed on behalf of each of the undersigned attested by their respective officers thereunto duly authorized, under penalties of perjury, hereby declaring and certifying that this is their act and deed and the facts herein stated are true.

H2OIL RECOVERY SERVICES, INC.,  
a Delaware corporation

By:   
Name: James Schleiffarth  
Its: Chief Executive Officer

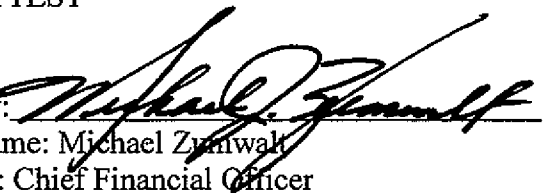
ATTEST

By:   
Name: Michael Zornwalt  
Its: Chief Financial Officer

H2OIL RECOVERY SERVICES, INC.,  
a Georgia corporation

By:   
Name: James Schleiffarth  
Its: Chief Executive Officer

ATTEST

By:   
Name: Michael Zornwalt  
Its: Chief Financial Officer

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"H2OIL RECOVERY SERVICES, INC.", A GEORGIA CORPORATION, WITH AND INTO "H2OIL RECOVERY SERVICES, INC." UNDER THE NAME OF "H2OIL RECOVERY SERVICES, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE EIGHTH DAY OF AUGUST, A.D. 2006, AT 5:46 O'CLOCK P.M.

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



4202208 8100M

060742915

*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 4960397

DATE: 08-08-06

TRADEMARK  
REEL: 004063 FRAME: 0830

**CERTIFICATE OF OWNERSHIP AND MERGER  
MERGING  
H2OIL RECOVERY SERVICES, INC., a Georgia corporation  
WITH AND INTO  
H2OIL RECOVERY SERVICES, INC., a Delaware corporation**

*Pursuant to Section 253 of  
the General Corporation Law of Delaware*

\*\*\*\*\*

Pursuant to the provisions of the Georgia Business Corporation Code and the Delaware General Corporation Law, H2OIL Recovery Services, Inc., a Delaware corporation (the "Surviving Corporation") does hereby certify as follows:

1. The names and states of incorporation of the companies participating in the merger are as follows:

H2OIL Recovery Services, Inc., a Georgia corporation (the "Parent Corporation"); and

H2OIL Recovery Services, Inc., a Delaware corporation wholly owned by the Parent Corporation (the "Surviving Corporation").

2. The name of the Surviving Corporation in the merger, which shall be a Delaware corporation, is H2OIL Recovery Services, Inc.

3. That the directors of the Parent Corporation, by the following resolutions of its Board of Directors, duly adopted at a meeting of the Board of Directors on August 4, 2006, determined to merge itself into the Surviving Corporation:

**RESOLVED:** That the Parent Corporation merge, and it hereby does merge itself into the Surviving Corporation, which corporation assumes all of the obligations of the Parent Corporation.

**FURTHER RESOLVED:** That each issued share of stock of the Parent Corporation shall, at the time of the merger, be converted into and exchanged solely for one fully paid and nonassessable share of stock of the Surviving Corporation, which share of stock shall be of the same class and series as the converted share. Each issued share of the Surviving Corporation shall be cancelled and no consideration shall be delivered in exchange therefor.

**FURTHER RESOLVED:** That the officers of the Parent Corporation be and are hereby directed to make and execute a Certificate of Ownership and Merger setting forth a copy of the resolutions to merge the Parent Corporation into the Surviving Corporation, and the date of adoption thereof, and to cause the same to be filed with the Secretary of State of the State of Delaware and cause a

Certificate or Articles of Merger to be filed with the Secretary of State of the State of Georgia, and to do all acts and things whatsoever whether within or without the State of Delaware, which may be in anywise necessary or proper to effect said merger.

**FURTHER RESOLVED:** That at any time prior to the effective date of the merger and for any reason, the terms of the merger may be amended, notwithstanding approval of the merger by the shareholders of the Parent Corporation or the stockholders of the Surviving Corporation, by an agreement in writing; provided, however, that after approval of the terms of the merger by the shareholders of the Parent Corporation, the terms of the merger may not be amended without such further approval as is required by the laws of Delaware and Georgia to the extent that such amendment would (i) alter or change the amount or kind of shares to be received by the shareholders of the Parent Corporation in the merger; (ii) alter or change any term of the Certificate of Incorporation of the Surviving Corporation; or (iii) effect any alteration or change that would adversely affect the shareholders of the Parent Corporation or the stockholders of the Surviving Corporation.

4. The merger has been adopted, approved, certified, executed, and acknowledged by the Parent Corporation in accordance with the laws of the State of Georgia, under which the Parent Corporation was organized.

5. The effective date of the merger shall be August 8, 2006.

IN WITNESS WHEREOF, the undersigned have caused their duly authorized representatives to execute this Certificate of Merger as of this 8<sup>th</sup> day of August, 2006.

HYOIL RECOVERY SERVICES, INC.,  
a Georgia corporation

By: *J. Schleifarth*  
Name: James Schleifarth  
Title: Chief Executive Officer

HYOIL RECOVERY SERVICES, INC.,  
a Delaware corporation

By: *J. Schleifarth*  
Name: James Schleifarth  
Title: Chief Executive Officer

# STATE OF GEORGIA

## Secretary of State

Corporations Division

315 West Tower

#2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

## CERTIFICATE OF MERGER

I, **Cathy Cox**, the Secretary of State and the Corporations Commissioner of the State of Georgia, do hereby issue this certificate pursuant to Title 14 of the Official Code of Georgia annotated certifying that articles or a certificate of merger and fees have been filed regarding the merger of the below entities, effective as of 08/08/2006. Attached is a true and correct copy of the said filing.

Surviving Entity:

**H2OIL RECOVERY SERVICES, INC.**, a Delaware Non-Qualifying Entity

Nonsurviving Entity/Entities:

**H2OIL RECOVERY SERVICES, INC.**, a Georgia Profit Corporation

WITNESS my hand and official seal of the City of Atlanta  
and the State of Georgia on August 8, 2006



Cathy Cox  
Secretary of State

**CERTIFICATE OF MERGER  
MERCING  
H2OIL RECOVERY SERVICES, INC., a Georgia corporation  
WITH AND INTO  
H2OIL RECOVERY SERVICES, INC., a Delaware corporation**

\*\*\*\*\*

Pursuant to Section 14-2-1105 of the Georgia Business Corporation Code, the undersigned adopt the following Articles of Merger:

1. The names and states of incorporation of the companies participating in the merger are as follows:

H2Oil Recovery Services, Inc., a Georgia corporation;

H2Oil Recovery Services, Inc., a Delaware corporation (the "Surviving Corporation")

2. An Agreement of Merger and Plan of Reorganization (the "Agreement") between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the provisions of Section 14-2-1105 of the Georgia Business Corporation Code and Section 253 of the Delaware General Corporation Law, including approval by the shareholders of each of the constituent corporations.

3. The name of the Surviving Corporation in the Merger, which shall be a Delaware corporation, is H2Oil Recovery Services, Inc.

4. No amendments to the certificate of incorporation of the Surviving Corporation are being effected as a result of the Merger.

5. An executed copy of the Agreement is on file at the principal place of business of the Surviving Corporation, which is 380 East Main Street, Building B, Suite 204, Midway, Utah, 84049.

State of Georgia  
Merger 2 Page(s)



T0622023010




6. A copy of the Agreement will be furnished by the Surviving Corporation, on request and without cost, to any shareholder of any constituent corporation that is a party to the merger.

7. The effective date of the merger shall be August 8, 2006.

8. The Surviving Corporation undertakes to request that publication of notice in regard to the filing of this Certificate of Merger will be made as required by Section 14-2-1105.1(b) of the Georgia Business Corporation Code.

IN WITNESS WHEREOF, the undersigned have caused their duly authorized representatives to execute this Certificate of Merger as of this 8<sup>th</sup> day of August, 2006.

H2OIL RECOVERY SERVICES, INC.,  
a Georgia corporation

By:   
Name: James Schleiffarth  
Title: Chief Executive Officer

H2OIL RECOVERY SERVICES, INC.,  
a Delaware corporation

By:   
Name: James Schleiffarth  
Title: Chief Executive Officer

REGISTRATION MONITOR

151 # 8 - 00000000

SECRETARY OF STATE