

OCT-24-96 10:11 From:US FILTER

Oct 24 '96 15:27 P.02
T-414 P.03/12 Job-872

CERTIFICATE OF MERGER
OF
ZIMPRO ENVIRONMENTAL, INC.
INTO
U.S. FILTER/ZIMPRO, INC.

Under Section 252 of the
Delaware General Corporation Law

Pursuant to Section 252(c) of the Delaware General Corporation Law ("DGCL"), U.S. Filter/Zimpro, Inc., a Delaware corporation ("USFZ"), hereby certifies the following in connection with the merger (the "Merger") of Zimpro Environmental, Inc., a Wisconsin corporation ("Zimpro Environmental"), with and into USFZ:

1. Name and State of Incorporation. The names and states of incorporation of Zimpro Environmental and USFZ, which are the only constituent corporations in the Merger (the "Constituent Corporations"), are:

<u>Name</u>	<u>State of Incorporation</u>
Zimpro Environmental, Inc.	Wisconsin
U.S. Filter/Zimpro, Inc.	Delaware

2. Agreement of Merger. The Agreement and Plan of Merger, dated as of May 31, 1996 by and between Zimpro Environmental and USFZ ("Agreement of Merger") setting forth the terms and conditions of the Merger, has been approved, adopted, certified, executed and acknowledged by each of Zimpro Environmental and USFZ in accordance with the provisions of Section 180.1101 of the Wisconsin Business Corporation Law and Sections 103 and 232 of the DGCL, respectively.

3. Name of Surviving Corporation. The name of the corporation surviving the Merger is "U.S. Filter/Zimpro, Inc." (the "Surviving Corporation").

4. Certificate of Incorporation of Surviving Corporation. The Certificate of Incorporation of USFZ in effect immediately prior to consummation of the merger shall be the Certificate of Incorporation of the Surviving Corporation.

P11-604760.1

OCT-24-96 10:11 From:US FILTER

Oct 24 '96 15:28 P.03
T-114 P.04/12 Job-172

5. Agreement of Merger on File. An executed Agreement and Plan of Merger is on file at the principal place of business of the Surviving Corporation, which is located at 301 W. Military Road, Rothschild, Wisconsin 54474.

6. Copy of Agreement of Merger. A copy of the Agreement of Merger will be furnished by the Surviving Corporation on request and without cost, to any stockholder of either of the Constituent Corporations.

7. Authorized Capital Stock of Zimpro Environmental. Immediately prior to the effective date of the Merger there were 1,000 authorized shares of Common Stock, per value \$.01, of Zimpro Environmental.


[This space intentionally left blank.]

OCT-24-96 10:12 From:US FILTER

Oct 24 '96 15:28 P.04
T-414 P.05/12 J00-812

IN WITNESS WHEREOF, this Certificate of Merger has been executed as of
this 31st day of May, 1996.

U.S. FILTER/ZIMPRO, INC.


By: Damian C. Grapino
Title: Vice President

OCT-24-96 10:12 from:US FILTER

Oct 24 '96 15:29 P.05

96 MAY 31 FILED : 20

**ARTICLES OF MERGER
OF
ZIMPRO ENVIRONMENTAL, INC.
AND
U.S. FILTER/ZIMPRO, INC.**

To the Secretary of State
State of Wisconsin:

Pursuant to the provisions of the Wisconsin Business Corporation Law, the domestic business corporation and the foreign business corporation herein named do hereby submit the following Articles of Merger pursuant to 180.1105 and 180.1107.

1. Annexed hereto and made a part hereof is the Plan of Merger for merging Zimpro Environmental, Inc., a Wisconsin corporation, with and into U.S. Filter/Zimpro, Inc., a Delaware corporation, as approved by resolution adopted at a meeting by the Board of Directors of Zimpro Environmental, Inc. on May 31, 1996 and by resolution adopted at a meeting by the Board of Directors of U.S. Filter/Zimpro, Inc. on May 31, 1996.
2. With respect to Zimpro Environmental, Inc., the Plan of Merger was approved in accordance with the provisions of Section 180.1103 of the Wisconsin Business Corporation Law.
3. The merger of Zimpro Environmental, Inc. with and into U.S. Filter/Zimpro, Inc. is permitted by the laws of the jurisdiction of organization of U.S. Filter/Zimpro, Inc. and has been authorized in compliance with said laws.
4. The effective time and date of the merger herein provided for shall be the date and time that the Articles of Merger are duly filed with the Wisconsin Secretary of State.

PI1-609560.1

OCT 24 '96 15:33

PATENT PAGE 05
REEL: 014662 FRAME: 0300

OCT-24-96 10:12 From:US FILTER

Oct 24 '96 15:29 P.06
3-81A P.01/12 J00-01A

Executed on May 31, 1996

ZIMPRO ENVIRONMENTAL, INC.

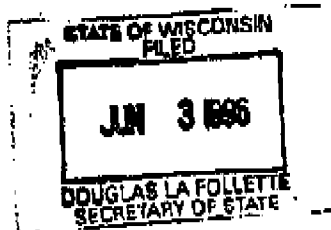
By: DANNON C. GEORGINO
Name: DANNON C. GEORGINO
Title: PRESIDENT

U.S. FILTER/ZIMPRO, INC.

By: DANNON C. GEORGINO
Name: VICE PRESIDENT
Title: _____

This document was drafted by:

KIRKPATRICK & LOCKHART, LLP
1500 Oliver Building
Pittsburgh, PA 15222
ATTN: Cindy Sahish



OCT-24-96 10:12 From:US FILTER

Oct 24 '96 15:29 P.07
T-414 P.08/12 J08-1/2

AGREEMENT AND PLAN OF MERGER

THIS IS AN AGREEMENT AND PLAN OF MERGER dated as of May 31, 1996 ("Agreement") by and between Zimpro Environmental, Inc., a Wisconsin corporation ("Zimpro"), and U.S. Filter/Zimpro, Inc., a Delaware corporation ("New Zimpro"). Zimpro and New Zimpro are sometimes hereinafter collectively referred to as the "Constituent Corporations."

BACKGROUND

In order to take advantage of a more modern corporate law statute and a more fully-developed body of corporate case law, the respective Boards of Directors of the Constituent Corporations have duly approved this Agreement and its execution and delivery.

TERMS

The parties hereto agree as follows:

Article I

Merger. Subject to the terms and conditions hereof, at the Effective Time (as defined in Article I hereof) Zimpro shall be merged with and into New Zimpro (the "Merger") pursuant to the provisions of the Wisconsin Business Corporation Law and the Delaware General Corporation Law, the separate corporate existence of Zimpro shall cease, and New Zimpro shall be the surviving corporation ("Surviving Corporation") and continue its existence under Delaware law under the name "U.S. Filter/Zimpro, Inc."

Effect of Merger. At the effective time of the Merger, the Surviving Corporation shall possess all the rights, privileges, powers and franchises as well of a public 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, the rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, and all debts due to any of said Constituent Corporations on whatever account, as well for stock subscriptions as all other things in action or belonging to each of such 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 several and respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in any of such Constituent Corporations, shall not revert or be in any way impaired by reason of this Agreement; but all rights of creditors and all liens upon any property of any of said Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach

911-60819.1

OCT 24 '96 15:34

PATENT
REEL: 014662 FRAME: 0302

Oct 24 '96 15:30 P.08

OCT-24-96 10:13 From:US FILTER

to said Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

Shareholder Approval. Subsequent to the execution of this Agreement, Zimpro and New Zimpro shall submit this Agreement to each of its shareholders for their approval pursuant to the applicable provisions of the Wisconsin Business Corporation Law and the Delaware General Corporation Law, respectively.

Instruments of Merger. Following the approval of this Agreement by the shareholders of Zimpro, upon fulfillment or waiver of the other conditions specified in Article IV hereof and provided that this Agreement has not been terminated pursuant to Article V hereof, the parties hereto will cause the Merger to be consummated by filing with the Secretary of State of the State of Wisconsin the appropriate Articles of Merger (the "Articles of Merger") and with the Secretary of State of the State of Delaware the appropriate Certificate of Merger ("Certificate of Merger"), each duly executed between and by Zimpro and New Zimpro in accordance with the respective requirements of the Wisconsin Business Corporation Law, Delaware General Corporation Law and this Agreement.

Effective Time. The Merger shall become effective as of the date and time that the Articles of Merger are duly filed with the Secretaries of State (such date and time being herein sometimes referred to as the "Effective Time").

Article II

Certificate of Incorporation; Bylaws. The Certificate of Incorporation of the Surviving Corporation shall be the same as the Certificate of Incorporation of New Zimpro as in effect at the Effective Time without further shareholder action. The Bylaws of the Surviving Corporation shall be the same as the Bylaws of New Zimpro in effect at the Effective Time without further shareholder action.

Directors. The directors of New Zimpro immediately prior to the Effective Time shall continue as the directors of the Surviving Corporation after the Effective Time, to hold office until the expiration of their current terms, or their prior resignation, removal or death.

Officers. The officers of New Zimpro immediately prior to the Effective Time shall continue as the officers of the Surviving Corporation after the Effective Time, to hold office until at the pleasure of the Board of Directors of the Surviving Corporation.

Article III

Conversion of Stock. At the Effective Time:
Each share of the common stock, \$.01 par value per share, of Zimpro ("Zimpro Common Stock") issued and outstanding immediately prior to the Effective Time and each share of

P1-65400.1

2

Oct 24 '96 15:31 P.09

OCT-24-96 10:13 From:US FILTER

Zimpro Common Stock held in Zimpro's treasury immediately prior to the Effective Time shall, without any action on the part of the holder thereof, be canceled and no cash, securities or other consideration shall be delivered in exchange therefor. Each share of Common Stock, \$.01 per value, of New Zimpro issued and outstanding immediately prior to the Effective Time, shall, without any action on the part of the holder thereof, automatically be converted into one share of Common Stock, par value \$.01 per share, of the Surviving Corporation.

Article IV

Conditions to Merger. Consummation of the Merger is subject to the satisfaction of the following conditions on or before the Effective Time:

Shareholder Approval. The Merger shall have received the requisite approval of the sole shareholder of Zimpro and New Zimpro;

Third Party Consents. All required consents of third parties with respect to the transactions contemplated by this Agreement are obtained.

These condition regarding third-party consents set forth above may be waived in the discretion of the Board of Directors of the Company.

Article V

Modification and Termination. Notwithstanding satisfaction of the conditions set forth in Article IV hereof, at any time before the Effective Time, (a) this Agreement may be modified in any manner not inconsistent with its general purpose by the Boards of Directors of Zimpro and New Zimpro, provided that no modification, unless adopted and approved by the shareholders of Zimpro in the manner prescribed under Wisconsin law, shall (i) change the amount or kind of shares to be received as a result of the Merger following the approval of this Agreement by the shareholders of Zimpro, (ii) change any of the terms of the Certificate of Incorporation or (iii) change the terms of this Agreement, if any such change would adversely affect the shareholders of Zimpro; and (b) this Agreement may be terminated and abandoned, or its consummation deferred for a reasonable period, if in the opinion of Zimpro's Board of Directors, or in the case of deferral, of an authorized officer, such action would be in the best interests of Zimpro and its shareholders.

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

PI-65680.1

3

DCT-24-96 10:14 From:US FILTER

Oct 24 '96

15:31

P. 10

7-414 P.11/12 400-914

on behalf of Zingpro or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, and the State of Delaware.

[This space intentionally left blank.]

PI-65600.1

4

Oct 24 '96 15:32 (P.11)

OCT-24-96 10:14 From:US FILTER

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

Zimpro Environmental, Inc.

By: Dominic C. Georgina
PRESIDENT

U.S. Filter/Zimpro, Inc.

By: Dominic C. Georgina
Vice PRESIDENT

