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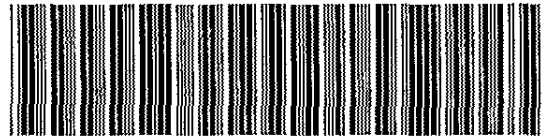
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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DIVISION OF CORPORATION

EFFECTIVE DATE
06-07-04

Merger

C. Cecillette JUN 04 2004



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June 4, 2004

CORPORATION NAME (S) AND DOCUMENT NUMBER (S):

Fuel Tech Acquisition Corp. into Fuel Tech, Inc.

Filing Evidence

- ☐ Plain/Confirmation Copy
- ☒ Certified Copy

Retrieval Request

- ☐ Photocopy
- ☐ Certified Copy

Type of Document

- ☐ Certificate of Status
- ☐ Certificate of Good Standing
- ☐ Articles Only
- ☐ All Charter Documents to Include Articles & Amendments
- ☐ Fictitious Name Certificate
- ☐ Other

NEW FILINGS	
☐	Profit
☐	Non Profit
☐	Limited Liability
☐	Domestication
☐	Other

AMENDMENTS	
☐	Amendment
☐	Resignation of RA Officer/Director
☐	Change of Registered Agent
☐	Dissolution/Withdrawal
☒	Merger

OTHER FILINGS	
☐	Annual Reports
☐	Fictitious Name
☐	Name Reservation
☐	Reinstatement

REGISTRATION/QUALIFICATION	
☐	Foreign
☐	Limited Liability
☐	Reinstatement
☐	Trademark
☐	Other

**STATE OF FLORIDA
ARTICLES OF MERGER OF A
FOREIGN CORPORATION INTO
A DOMESTIC CORPORATION
PURSUANT TO SECTION 607.1105
OF THE
FLORIDA STATUTES**

Dated June 3, 2004

To the Secretary of State of the State of Florida:

The following articles of merger are submitted in accordance with the Florida Business Corporation Act pursuant to Section 607.1105, F.S.

1. The name and jurisdiction of the surviving corporation is Fuel Tech, Inc. (the "Corporation"), a corporation organized under the Florida Business Corporation Act, as amended.
2. The name of the foreign corporation being merged into the Corporation is Fuel Tech Acquisition Corp. ("FT Acquisition"), a Delaware corporation.
3. An agreement and plan of merger (the "Merger Agreement") has been approved and executed by each of FT Acquisition and the Corporation, a copy of which is attached hereto as Exhibit A.
4. The merger shall be effective at 11:59 p.m. on June 7, 2004.
5. The Merger Agreement was adopted by the board of directors and the sole shareholder of the Corporation on June 3, 2004.
6. The Merger Agreement was adopted by the board of directors and the sole shareholder of FT Acquisition on June 3, 2004.

EFFECTIVE DATE
06-07-04

[Signature Page Follows]

IN WITNESS WHEREOF, said Corporation has signed these articles of merger this as of the date first above written.

FUEL TECH, INC.

By: 

Name: Daniel Hill

Title: Chief Executive Officer

EXHIBIT A

MERGER AGREEMENT

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER dated as of June 3, 2004 (the "Merger Agreement") by and between FUEL TECH ACQUISITION CORP., a Delaware corporation ("FT Acquisition"), and FUEL TECH, INC., a Florida corporation ("FTI"), pursuant to and in accordance with Section 607.1107 of the Florida Statutes (the "F.S."), Section 252 of the Delaware General Corporation Law (the "DGCL") and other applicable law (collectively, "Applicable Law"). FT Acquisition and FTI are sometimes hereinafter referred to as the "Constituent Entities".

WHEREAS, the boards of directors and sole shareholders of each of the Constituent Entities each desire that FT Acquisition merge with and into FTI (the "Merger") upon the terms and conditions set forth herein; and

WHEREAS, the boards of directors and sole shareholders of each of the Constituent Entities have each duly approved the Merger and the terms thereof and of this Merger Agreement;

NOW THEREFORE, in consideration of the premises and the mutual agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Constituent Entities, intending legally to be bound, do hereby agree as follows:

ARTICLE I MERGER

1.1 Merger. Subject to the terms and conditions of this Merger Agreement and in accordance with Applicable Law, at the Effective Time (as defined in Section 1.3 below) and in accordance with Applicable Law, FT Acquisition shall be merged with and into FTI, whereupon the separate existence of FT Acquisition shall cease and FTI shall be the surviving entity in the Merger (hereinafter sometimes referred to as the "Surviving Entity").

1.2 Articles/Certificate of Merger. The parties shall cause the appropriate certificate and articles of merger with respect to the Merger to be executed and filed with the Secretary of State of the State of Florida and the Secretary of State of the State of Delaware, and in accordance with Applicable Law.

1.3 Effective Time. The Merger shall become effective immediately upon the filing with and acceptance by the Secretary of State of the State of Florida of the appropriate articles of merger or at such later time as shall be specified in such articles of merger. The date and time of such filing are herein sometimes referred to as the "Effective Time".

1.4 Effect of the Merger. The separate existence of FTI, as the Surviving Entity, with all its purposes, objects, rights, privileges, powers, certificates and franchises, shall continue unimpaired by the Merger. The Surviving Entity shall succeed to all the estate, property, rights, privileges, powers and franchises of FT Acquisition and to all debts, choses in action and other interests due or belonging to FT Acquisition and shall be subject to, and

responsible for, all the debts, liabilities, obligations and duties of FT Acquisition with the effect set forth pursuant to Applicable Law, including Section 607.1106 of the F.S.

From and after the Effective Time, the assets and liabilities of FT Acquisition and FTI shall be entered on the books of FTI at the amounts at which they were carried at such time on the respective books of FT Acquisition and FTI, subject to such inter-company adjustments or eliminations, if any, as may be required to give effect to the Merger.

The officers and directors of FT Acquisition shall resign effective with the Effective Time.

1.5 Articles of Incorporation; By-laws. At the Effective Time, the Articles of Incorporation and By-laws of FTI, as in effect immediately prior to the Effective Time, shall continue to be the Articles of Incorporation and By-laws, respectively, of the Surviving Entity, unless and until thereafter changed or amended as provided therein or in accordance with Applicable Law.

ARTICLE II

Shares of FT Acquisition; Shares of FTI

2.1 Effect of Merger on Shares. At the Effective Time, by virtue of the Merger and without any further action on the part of FT Acquisition or any stockholder thereof or FTI or any shareholder thereof, each share of common stock of FT Acquisition shall cease to be issued and outstanding and shall be converted automatically into one fully paid and non-assessable share of common stock of the Surviving Entity. From and after the Effective Time, all certificates representing shares of common stock of FT Acquisition shall be deemed for all purposes to represent the number of shares of common stock of FTI into which they were converted in accordance with this Section 2.1.

2.2 Exchange Procedures. At any time after the Effective Time, the holder(s) of record of the certificate(s) which immediately prior to the Effective Time evidenced outstanding shares of FT Acquisition (the "FT Acquisition Certificate(s)") may surrender the FT Acquisition Certificate(s) in exchange for certificates evidencing that number of whole shares of FTI common stock which such holder has the right to receive in respect of the FT Acquisition shares formerly evidenced by such FT Acquisition Certificate in accordance with Section 2.1 (the "Merger Consideration") and the FT Acquisition Certificate(s) so surrendered shall forthwith be cancelled. In the event any FT Acquisition Certificate(s) shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such FT Acquisition Certificate to be lost, stolen or destroyed, FTI will issue in exchange for such lost, stolen destroyed FT Acquisition Certificate the Merger Consideration. Until surrendered as contemplated by this Section 2.2, each FT Acquisition Certificate(s) shall be deemed at any time after the Effective Time to evidence only the right to receive upon such surrender the Merger Consideration.

ARTICLE III MISCELLANEOUS

3.1 Expenses. The Surviving Entity shall pay all expenses of effecting this Merger Agreement and of accomplishing the Merger.

3.2 Termination. This Merger Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time notwithstanding approval thereof by the Constituent Entities and/or their boards of directors or shareholders by mutual written consent of each Constituent Entity.

3.3 Entire Agreement; Assignment. This Merger Agreement (a) constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties relating thereto and (b) shall not be assigned by operation of law or otherwise.

3.4 Headings. The section and paragraph headings contained herein are for the purposes of convenience only and are not intended to define or limit the contents of said sections or paragraphs.

3.5 Counterparts. This Merger Agreement may be executed in counterparts, all of which taken together shall be deemed one original and the same agreement.

3.6 Governing Law. This Merger Agreement and all amendments thereof shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely therein, except to the extent that compliance with the DGCL is necessary with respect to filing in the State of Delaware by FT Acquisition.

3.7 Further Assurances. By its signature hereto, each party consents and agrees to all of the transactions contemplated hereby. Each party hereto shall execute, deliver, file and record any and all instruments, certificates, agreements and other documents, and take any and all other actions, as reasonably requested by the other party hereto in order to consummate the transactions contemplated hereby.

3.8 Successors. This Merger Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

3.9 Severability. Any provision in this Merger Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability at such time without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction at such time shall not invalidate or render unenforceable such provision in any other jurisdiction or in the same jurisdiction at any other time. To the extent permitted by applicable law, the parties hereto waive any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

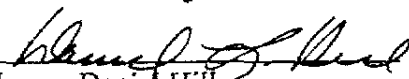
3.10 Amendment; Waiver. This Merger Agreement may be amended, supplemented or otherwise modified only by the written agreement of all of the parties hereto.

Any waiver of any provision of this Merger Agreement shall be in writing and executed by the parties hereto, and any such waiver shall be effective only for the specific purpose for which it is given and for the specific time period, if any, contemplated therein.

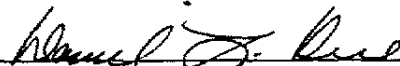
[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties has caused this Merger Agreement to be duly executed on its behalf as of the date first above written.

FUEL TECH, INC.

By: 
Name: Daniel Hill
Title: Chief Executive Officer

FUEL TECH ACQUISITION CORP.

By: 
Name: Daniel Hill
Title: Chief Executive Officer