P12000034541

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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(Business Entity Name)

(Document Number)

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AUG - 6 2012

C. MUSTAIN

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Fuel Combustion Technologies, Inc
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Administrative Manager
Contact Person

Fuel Combustion Technologies, Inc
Firm/Company

P.O. Box 220830
Address

Hollywood, FL 33022
City/State and Zip Code

anna@helpfultechnologies.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Ganna Mikheleva At (561) 305-7728
Name of Contact Person — Area Code & Daytime Telephone Number

☐ Certified copy (optional) $8.75 **(Please send an additional copy of your document if a certified copy is requested)**

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER
(Profit Corporations)

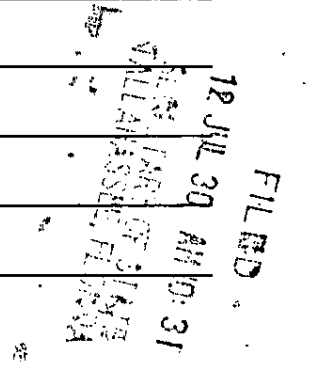
The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the **surviving** corporation:

Name	Jurisdiction	Document Number (If known/ applicable)
Fuel Combustion Technologies, Inc	Florida	P12000034541

Second: The name and jurisdiction of each **merging** corporation:

Name	Jurisdiction	Document Number (If known/ applicable)
Fuecotech, Inc	Florida	P09000070209



Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 07 / 01 /2012 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by **surviving** corporation - **(COMPLETE ONLY ONE STATEMENT)**
The Plan of Merger was adopted by the shareholders of the surviving corporation on _____.

The Plan of Merger was adopted by the board of directors of the surviving corporation on 07/01/2012 and shareholder approval was not required.

Sixth: Adoption of Merger by **merging** corporation(s) **(COMPLETE ONLY ONE STATEMENT)**
The Plan of Merger was adopted by the shareholders of the merging corporation(s) on _____.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on 07/01/2012 and shareholder approval was not required.

(Attach additional sheets if necessary)

PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the **surviving** corporation:

Name	Jurisdiction
Fuel Combustion Technologies, Inc	Florida

Second: The name and jurisdiction of each **merging** corporation:

Name	Jurisdiction
Fuecotech, Inc	Florida

Third: The terms and conditions of the merger are as follows:

See attached

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

See attached

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:
N/A

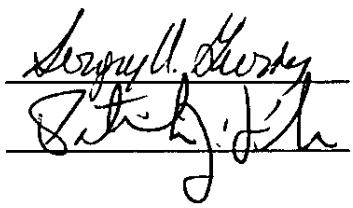
OR

Restated articles are attached:
N/A

Other provisions relating to the merger are as follows:

See attached

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation	Signature of an Officer or Director	Typed or Printed Name of Individual & Title
Fuel Combustion Technolog		Sergey Gurin, Incorporator
Fuecotech, Inc		Patrick J Krick, CEO

AGREEMENT OF MERGER AND PLAN OF REORGANIZATION

by and among

HELPFUL TECHNOLOGIES INC., A FLORIDA CORPORATION

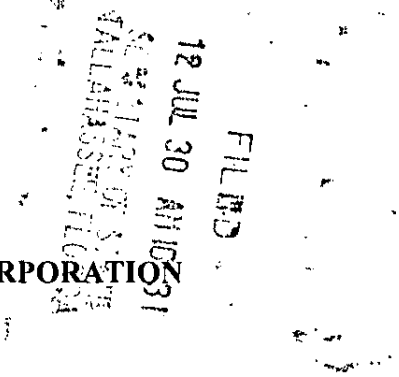
and

FUECOTECH INC., A FLORIDA CORPORATION

and

FUEL COMBUSTION TECHNOLOGIES INC., A FLORIDA CORPORATION

dated as of July 1, 2012



SHARES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND ARE BEING OFFERED TO AN UNLIMITED NUMBER OF ACCREDITED INVESTORS IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS UNDER RULE 506 OF REGULATION D PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THE SHARES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER ANY APPLICABLE FEDERAL, STATE OR FOREIGN SECURITIES LAWS, NOR HAS ANY STATE OR FOREIGN REGULATORY AUTHORITY ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THERE IS NO PUBLIC MARKET FOR ANY SHARES MENTIONED HEREBY AND THERE IS NO GUARANTEE THAT SUCH MARKET WILL EVER DEVELOP. THE SHARES MENTIONED HEREBY MAY NOT BE TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT ANY APPLICABLE STATE AND FOREIGN SECURITIES LAWS OR AN OPINION OF A COUNSEL THAT SUCH REGISTRATION IS NOT REQUIRED.

AGREEMENT OF MERGER AND PLAN OF REORGANIZATION

This Agreement of Merger And Plan of Reorganization (this "***Agreement***"), dated as of July 1, 2012 (the "***Agreement Date***") is entered into effect by and among Helpful Technologies Inc., a Florida corporation ("***Parent***"), Fuecotech Inc., a Florida corporation and a wholly owned subsidiary of Parent ("***Merger Sub***"), and Fuel Combustion Technologies Inc., a Florida corporation and an affiliate of the Parent and the Merger Sub (the "***Company***").

RECITALS

WHEREAS, the respective Boards of Directors of Parent, Merger Sub and the Company each have approved, and in the case of the Company and the Merger Sub deem it advisable and in the best interests of their respective shareholders to consummate, the acquisition of the Merger Sub by the Company by means of a merger of the Merger Sub with and into the Company upon the terms and subject to the conditions set forth in this Agreement, whereby each issued and outstanding share of the Merger Sub's Common Stock (such issued and outstanding shares of the Merger Sub's Common Stock collectively herein referred as to the "***Fuecotech Shares***"), including the Fuecotech Shares owned by Parent, and any shares of Common Stock held in the treasury of the Merger Sub, will be converted into the right to receive the Merger Consideration.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, upon the terms and subject to the conditions of this Agreement, the parties to this Agreement agree as follows:

ARTICLE 1. THE MERGER

Section 1.1 Merger. Upon the terms and subject to the conditions of this Agreement and in accordance with Florida Business Corporation Act (the "***Florida Law***"), at the Effective Time, the Merger Sub will be merged with and into the Company (the "***Merger***"), the separate corporate existence of Merger Sub will cease, and the Company will continue as the surviving corporation. The Company as the surviving corporation after the Merger is referred to in this Agreement as the "***Surviving Corporation.***"

Section 1.2 Closing. The closing of the Merger (the "***Closing***") shall take place at 10:00 a.m. Standard Eastern Time of July 2, 2012 after the satisfaction or waiver of all of the conditions (other than any condition that by its nature cannot be satisfied until the Closing, but subject to satisfaction of any such condition) set forth in **Article VII** (the "***Closing Date***"), at the offices of the Parent at 3732 SW 30-th Avenue, Second Floor, Fort Lauderdale, FL 33312, unless another date or place is agreed to in writing by the parties to this Agreement.

Section 1.3 Effective Time. The parties to this Agreement shall cause the Merger to be consummated by filing the Articles of Merger (the "***Articles of Merger***") on the Closing Date (or on such other date as Parent and the Merger Sub may otherwise agree) with the Secretary of State of the State of Florida, in such form as required by, and executed in accordance with, the relevant provisions

of Florida Law (the date and time of the filing of the Articles of Merger with the Secretary of State of the State of Florida, or such later time as is specified in the Articles of Merger and as is agreed to by Parent and the Merger Sub, being the "***Effective Time***").

Section 1.4 Effect of the Merger. The Merger shall have the effects set forth in the applicable provisions of Florida Law. Without limiting the generality of the foregoing and subject thereto, at the Effective Time, all property, rights, privileges, immunities, powers, franchises and authority of the Merger Sub shall vest in the Surviving Corporation and all debts, liabilities and duties of the Merger Sub shall become the debts, liabilities and duties of the Surviving Corporation.

Section 1.5 Articles of Incorporation and Bylaws of the Surviving Corporation. At the Effective Time, the articles of incorporation and bylaws of the Merger Sub, as in effect immediately prior to the Effective Time, will be amended and restated as of the Effective Time to be in the form of (except with respect to the name of the Company) the articles of incorporation and bylaws of the Surviving Corporation, and as so amended shall be the articles of incorporation and bylaws of the Surviving Corporation shall continue in force until thereafter amended as provided by applicable Florida Law (and subject to **Section 6** hereof).

Section 1.6 Directors and Officers of the Surviving Corporation. The directors of the Merger Sub immediately before the Effective Time will be the initial directors of the Surviving Corporation and the officers of the Company immediately before the Effective Time will be the initial officers of the Surviving Corporation, in each case until their successors are duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the articles of incorporation and the bylaws of the Surviving Corporation.

Section 1.7 Subsequent Actions. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in the Surviving Corporation, its right, title or interest in, to or under any of the rights, properties or assets of either of the Merger Sub vested in or to be vested in the Surviving Corporation as a result of, or in connection with the Merger, the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of either the Company or the Merger Sub, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of each of such corporations or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation or otherwise to carry out this Agreement.

ARTICLE 2. EFFECT OF THE MERGER ON CAPITAL STOCK

Section 2.1 Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of the Parent, the Company, or the Merger Sub:

(a) Each one (1) Fuecotech Share, except the Fuecotech Shares held by the Parent, issued and outstanding immediately before the Effective Time shall be cancelled and extinguished and be

converted into such number of Class B Common Shares of the Company issuable to the holder of such Fuecotech Share as contemplated by **Exhibit A** to this Agreement ("***Merger Consideration***"), upon surrender of the stock certificates formerly representing such Fuecotech Shares ("***Certificates***") or any book-entry Shares ("***Book-Entry Shares***") in the manner provided in **Section 2.2**. All such Fuecotech Shares, when so converted, shall no longer be outstanding and shall be automatically cancelled, retired and cease to exist. Each holder of Certificates or Book-Entry Shares shall cease to have any rights with respect to such Fuecotech Shares, except the right to receive the Merger Consideration for such Fuecotech Shares upon the surrender of the Certificate or Book-Entry Share in accordance with **Section 2.2**.

(b) Each one (1) Fuecotech Share held by the Parent, issued and outstanding immediately before the Effective Time, shall be cancelled and extinguished and be converted into such number of Class A Common Shares of the Company issuable to the Parent as contemplated by **Exhibit A** to this Agreement without interest ("***Merger Consideration***"), upon surrender of the stock certificates formerly representing such Fuecotech Shares ("***Certificates***") in the manner provided in **Section 2.2**. All such Fuecotech Shares held by the Parent, when so converted, shall no longer be outstanding and shall be automatically cancelled, retired and cease to exist. The Parent shall cease to have any rights with respect to such Fuecotech Shares, except the right to receive the Merger Consideration for such Fuecotech Shares upon the surrender of the Certificate in accordance with **Section 2.2**.

(c) Each share of stock held in the treasury of the Merger Sub immediately before the Effective Time shall be cancelled and extinguished, and no payment or other consideration shall be made with respect to such shares.

(d) Each share of stock of the Merger Sub, par value $0.0001 per share, issued and outstanding immediately before the Effective Time shall thereafter represent such number of the appropriate class of Shares of the Company as contemplated by **Exhibit A** to this Agreement validly issued in accordance with Sections 2.1(a) and 2.1(b) above. fully paid and nonassessable, par value $0.0001 per share, of the Surviving Corporation.

Section 2.2 Payment; Surrender of Shares; Stock Transfer Books.

(a) Before the Effective Time, the Surviving Corporation shall designate its transfer agent, or another bank or trust company reasonably acceptable to the Parent, to act as the agent for the holders of shares of the Merger Sub to receive the Merger Consideration in connection with the Merger (the "***Transfer Agent***") and issue new certificates for the Class A Common Shares and the Class B Common Shares of the Company as contemplated by **Exhibit A** to this Agreement. After the Effective Time, the Merger Sub shall designate the Merger Sub's transfer agent, or another bank or trust company reasonably acceptable to the Parent, to act as the agent for the holders of shares of the Merger Sub to cancel and terminate the Fuecotech Shares upon the receipt by the holders of shares of the Merger Sub of the Merger Consideration.

(b) As soon as reasonably practicable and in any event not later than thirty (30) days following the Effective Time, the Surviving Corporation shall promptly provide its Class A Common Share Certificates and Class B Common Share Certificates to its Transfer Agent. Within thirty (30) days following the Effective Time, the Company shall cause its Transfer Agent to mail to each holder of record of the Certificates or Book-Entry Shares whose Fuecotech Shares were converted into the right to receive the Merger Consideration pursuant to **Section 2.1(a) and Section 2.1(b)** above (i) a letter of transmittal (which must specify that the delivery of new shares will be effected and that the risk of loss of title to the Certificates or Book-Entry Shares will pass only upon delivery of the Certificates to the Transfer Agent, upon adherence to the procedures set forth in the letter of transmittal, and will be in such form and have such other provisions as the Company and the Parent may reasonably specify) and (ii) instructions for surrendering the Certificates or Book-Entry Shares in exchange for the Merger Consideration. Each holder of the Certificates or Book-Entry Shares may thereafter surrender or cause its agent to surrender, until the first anniversary of the Effective Time, such Certificates or Book-Entry Shares to the Transfer Agent in accordance with the letter of transmittal. Upon delivery of a valid letter of transmittal and the surrender of Certificates or Book-Entry Shares of the Merger Sub on or before the first anniversary of the Effective Time, the Company shall cause its Transfer Agent to issue to the holder of such Certificates or Book-Entry Shares of the Merger Sub, in exchange for the Certificates or Book-Entry Shares of the Merger Sub, the number of Class A Common Shares and Class B Common Shares of the Company in an amount of the Merger Consideration as contemplated by **Exhibit A** to this Agreement. Until so surrendered, the Certificates or Book-Entry Shares will represent solely the right to receive the Merger Consideration relating to the Fuecotech Shares represented by such Certificates or Book-Entry Shares of the Merger Sub.

(c) The Merger Consideration paid upon the surrender for exchange of the Certificates in accordance with the terms of this Article II will be deemed to have been paid in full satisfaction of all rights pertaining to the Fuecotech Shares theretofore represented by such Certificates, subject, however, to the Surviving Corporation's obligation to pay dividends, if any, or make any other distributions, in each case with a record date (i) prior to the Effective Time that may have been declared or made by the Company on such Fuecotech Shares in accordance with the terms of this Agreement or (ii) prior to the date of this Agreement, and in each case which remain unpaid at the Effective Time.

(d) At the Effective Time, the stock transfer books of the Merger Sub will be closed and there will not be any further registration of transfers of any shares of the Merger Sub's capital stock thereafter. From and after the Effective Time, holders of the Certificates and Book-Entry Shares will cease to have any rights with respect to any Shares, except as otherwise provided for in this Agreement or by applicable law. If, after the Effective Time, the Certificates or Book-Entry Shares are presented to the Surviving Corporation, they will be cancelled and exchanged for the Merger Consideration as provided in this Article II.

(e) Promptly following the date which is one year after the Effective Time, the Surviving Corporation will be entitled to require the Transfer Agent to deliver to the Surviving Corporation any and all records, including but not limited to the Certificates and other documents, in its possession relating to the transactions contemplated by this Agreement (the "***Transactions***"), which had been made available to the Transfer Agent and which have not been disbursed to holders of the Certificates or Book-Entry Shares or previously delivered to the Surviving Corporation, and thereafter such holders will be entitled to look to the Surviving Corporation (subject to abandoned property, escheat or similar laws) only as general creditors of the Surviving Corporation with respect to the Merger Consideration, and, in such general creditors shall be entitled to receive, instead of the Merger Consideration, the amounts of their respective investments into the Merger Sub (the "***Original Investment***"), payable in cash, upon due annulment of their Certificates or Book-Entry Shares, with simple non-cumulative interest of ten percent (10%) per annum on the amount of the Original Investment. Notwithstanding the foregoing, none of the Parent, the Surviving Corporation or the Transfer Agent will be liable to any holder of the Certificates or Book-Entry Shares for Merger Consideration delivered to a Governmental Entity pursuant to any applicable abandoned property, escheat or similar law.

Section 2.3 Treatment of Stock Plans.

(a) Each warrant or option to purchase shares granted under the Merger Sub Stock Plans (an "***Option***") that is outstanding and unexercised as of the Effective Time (whether vested or unvested) shall be adjusted by the Company and converted into the right of the holder to receive from the Company an option for proportional amount of the Company's Class B Common Shares (the "***Option Consideration***"), and as of the Effective Time each holder of an Option shall cease to have any rights for Fuecotech Shares with respect thereto, except the right to receive the Option Consideration. The Option Consideration shall be made within ninety (90) days following the Effective Time.

(b) All vested account balances under any Merger Sub Plan that provide for the deferral of compensation and represent the amounts notionally invested in a Merger Sub, or otherwise provides for distributions or benefits that are calculated based on the value of a share of Common Stock of the Merger Sub (collectively, the "***Deferred Compensation Plans***"), shall be adjusted by the Company as of the Effective Time, and shall be converted into right of the holder to receive an amount of Class B Common Shares of the Company proportional to the product of the number of shares of Common Stock of the Merger Sub previously deemed vested under or otherwise referenced by such account (the "***Deferred Payment***"), and shall cease to represent the right to receive number of shares or cash equal to or based on the value of a number of shares of Common Stock of the Merger Sub.

(e) Prior to the Effective Time, the Company and the Merger Sub shall take all such lawful actions as may be necessary (which includes satisfying the requirements of Rule 16b-3(e) promulgated under the Exchange Act), without incurring any liability in connection therewith, to provide for and give effect to the transactions contemplated by this Section 2.3.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF THE MERGER SUB

The Merger Sub represents and warrants to the Parent and the Company, except as and in addition to disclosures set forth in the Merger Sub's SEC Documents filed and publicly available prior to the date of this Agreement, as follows:

Section 3.1 Organization.

(a) The Merger Sub is a corporation duly organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization and has all requisite corporate or other power and authority and all necessary governmental approvals to own, lease and operate its properties and to carry on its business as now being conducted, except (other than with respect to the Merger Sub's due organization, valid existence and good standing) where the failure to be so organized, existing and in good standing or to have such power, authority and governmental approvals would not reasonably be expected to have, individually or in aggregate, a Material Adverse Effect on the Merger. For purposes of analyzing whether any state of facts, change, development, effect, occurrence or condition has resulted in a Material Adverse Effect under this Agreement, the Parent and the Company will not be deemed to have knowledge of any state of facts, change, development, effect, occurrence or condition relating to the Merger Subs, except for the law suit matter of Ultimate Combustion Co. Inc vs. Fuecotech Inc., Helpful Technologies Inc., Victor Gurin, and Roman Press, unless it is disclosed in the Merger Sub's SEC Documents or the Merger Sub's disclosure letter.

(b) The Merger Sub is duly qualified or licensed to do business, and is in good standing, in each jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by it makes such qualification or licensing necessary, except where the failure to be so duly qualified or licensed and in good standing would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Merger.

(c) As of the Effective Time, the Merger Sub does not own any equity interests in any corporation or other entity.

Section 3.2 Authorization; Validity of Agreement; Company Action.

(a) The Merger Sub has full corporate power and authority to execute and deliver this Agreement and to consummate the Transactions contemplated herein. The execution, delivery and performance by the Merger Sub of this Agreement, and the consummation by it of the Transactions, have been duly and validly authorized by the Board of Directors of the Merger Sub (the "***Merger Sub Board***"), and no other corporate action on the part of the Merger Sub is necessary to authorize the execution and delivery by the Merger Sub of this Agreement and the consummation by it of the Transactions, except that the consummation of the Merger requires the Shareholder Approval. This Agreement has been duly executed and delivered by the Merger Sub and, assuming due and valid authorization, execution and delivery of this Agreement by the Parent and Company, is a valid and binding obligation of the Merger Sub enforceable against the Merger Sub in accordance with its terms, except that (i) such enforcement may be subject to applicable bankruptcy, reorganization, insolvency,

moratorium or other similar laws, now or hereafter in effect, affecting creditors' rights generally and (ii) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

(b) Assuming the accuracy of the representation and warranty in Section 4.4, the affirmative vote of the holders of a majority of the outstanding Fuecotech Shares to adopt this Agreement (the "***Shareholder Approval***") is the only vote or consent of the holders of any class or series of the Merger Sub's capital stock that is necessary in connection with the consummation of the Merger.

(c) At a meeting duly called and held, the Merger Sub Board (i) determined that this Agreement and the Transactions are fair to and in the best interests of the Merger Sub's shareholders and declared this Agreement advisable, (ii) approved this Agreement and the Transactions, (iii) directed that the adoption of this Agreement be submitted to a vote at a meeting of the Merger Sub's shareholders and (iv) resolved (subject to Section 5.2) to recommend to the Merger Sub's shareholders that they adopt this Agreement (such recommendation, the "***Merger Sub Recommendation***").

(d) The copies of the Merger Sub's Amended and Restated Articles of Incorporation and Bylaw, in the forms most recently referred to in the Merger Sub's SEC Documents, are true, complete and correct copies of such documents as in effect as of the date of this Agreement.

Section 3.3 Consents and Approvals; No Violations.

(a) Except for (i) the filing of the Certificate of Merger with the Secretary of State of the State of Florida pursuant to Florida Law, (ii) the Shareholder Approval and (iii) filings, permits, consents, authorizations, and approvals as may be required under, and other applicable requirements of the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"), no consents or approvals of, or filings, declarations or registrations with, any national, supranational, federal, state or local court, administrative or regulatory agency or commission or other governmental authority or instrumentality, domestic or foreign (each a "***Governmental Entity***"), are necessary for the consummation by the Merger Sub of the Transactions, other than such other consents, approvals, filings, declarations or registrations that, if not obtained, made or given, would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Merger.

(b) Neither the execution and delivery of this Agreement by the Merger Sub nor consummation by the Merger Sub of the Transactions, nor compliance by the Merger Sub with any of the terms or provisions hereof, will (i) conflict with or violate any provision of the Merger Sub's Amended and Restated Articles of Incorporation or its Bylaws or any of the similar organizational documents (ii) assuming that the authorizations, consents and approvals referred to in Section 3.3(a) are duly obtained, (x) violate any Order or Law applicable to the Merger Sub or any of their respective properties or assets, or (y) violate, conflict with, result in the loss of any material benefit under, constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, result in the termination of or a right to termination or cancellation under, accelerate the

performance required by, or result in the creation of any Encumbrance upon any of the respective properties or assets of the Merger Sub under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, lease, agreement or other instrument or obligation to which the Merger Sub is a party, or by which they or any of their respective properties or assets may be bound or affected, except, in the case of clause (ii) above, for such violations, conflicts, breaches, defaults, losses, terminations of rights thereof, accelerations or Encumbrance creations which, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on the Merger.

Section 3.4 Capitalization.

(a) The authorized capital stock of the Merger Sub consists of 20,000,000 shares of undesignated preferred stock, with par value $0.0001 per share ("***Fuecotech Preferred Stock***"), and 250,000,000 shares of common stock, with par value $0.0001 per share ("***Fuecotech Common Stock***"). As of the Agreement Date, (i) no shares of Preferred Stock are issued and outstanding, (ii) 96,944,587 Shares of Common Stock are issued and outstanding, (iii) 14,722,700 shares of Common Stock are reserved for issuance upon the exercise of outstanding Options. Except as set forth in this Section 3.4(a), and for changes resulting from the exercise of the Options outstanding as of the date hereof, there are no (i) shares of capital stock or other equity interests or voting securities of the Merger Sub authorized, issued or outstanding, (ii) existing securities, options, warrants, calls, preemptive rights, subscription or other rights, agreements, arrangements, commitments, derivative contracts, forward sale contracts or undertakings of any character, to which the Merger Sub is a party, or by which the Merger Sub is bound, obligating the Merger Sub to (1) issue, transfer or sell or cause to be issued, transferred or sold any shares of capital stock or other equity interest or voting security in the Merger Sub or securities convertible into or exchangeable for such shares of capital stock or other equity interests or voting securities, (2) issue, grant, extend or enter into any such security, option, warrant, call, preemptive right, subscription or other right, agreement, arrangement, commitment, derivative contract, forward sale contract, or undertaking, or (3) make any payment based on or resulting from the value or price of the Fuecotech Shares or of any such security, option, warrant, call, preemptive right, subscription or other right, agreement, arrangement, commitment, derivative contract, forward sale contract or undertaking, (iii) outstanding contractual obligations of the Merger Sub to provide funds to make any investment (in the form of a loan, capital contribution or otherwise), or (iv) issued or outstanding performance awards, units, rights to receive shares of Merger Sub's Common Stock on a deferred basis, or rights to purchase or receive Merger Sub's Common Stock or other equity interest or voting securities issued or granted by the Merger Sub to any current or former director, officer, employee or consultant of the Merger Sub (the items referred to in clauses (i) through (iv) of or with respect to any Person, collectively, "***Rights***").

(b) There are no voting trusts or other agreements or understandings to which the Merger Sub is a party, or of which the Merger Sub has Knowledge, with respect to the voting of the capital stock and other Rights of the Merger Sub.

Section 3.5 SEC Reports and Financial Statements.

(a) The Merger Sub has filed with the SEC, and has made available to the Parent and the Company, true and complete copies of all forms, reports, schedules, statements and other documents required to be filed or furnished by the Merger Sub since August 20, 2009, under the Securities Act of 1933, as amended (the "***Securities Act***") (collectively, the "***Merger Sub's SEC Documents***"). As of its respective date (and if amended, as of the date of the last such amendment), each of the Merger Sub's SEC Document, including any financial statements, schedules and exhibits included therein or attached thereto, complied in all material respects with the requirements of the Securities Act, as the case may be, and the rules and regulations of the SEC promulgated thereunder applicable to such SEC Documents, and, without limitation of the foregoing, (i) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated in such Merger Sub's SEC Document or necessary in order to make the statements in such Merger Sub's SEC Document, in light of the circumstances under which they were made, not misleading and (ii) complied in all material respects with the applicable requirements of the Securities Act, as the case may be, and the applicable rules and regulations of the SEC under the Securities Act, as the case may be.

(b) The Merger Sub has no commitments to become a party to, any joint venture, off-balance sheet partnership or any similar contract or arrangement (including any contract relating to any transaction or relationship involving the Merger Sub, on the one hand, and any unconsolidated Affiliate, including any structured finance, special purpose or limited purpose entity or person, on the other hand or any "off-balance sheet arrangements" (as defined in Item 303(a) of Regulation S K of the SEC)), where the result, purpose or effect of such arrangement is to avoid disclosure of any material transaction or material liabilities of the Merger Sub.

(c) Each of the principal executive officers of the Merger Sub and the principal financial officer of the Merger Sub has made all certifications required by Rule 506 Regulation D under the Securities Act with respect to the Merger Sub's SEC Documents, and the statements contained in such certifications are accurate in all material respects as of the date of this Agreement. For purposes of this Agreement, "principal executive officer" and "principal financial officer" shall have the meanings given to such terms in the Securities Act.

Section 3.6 Absence of Certain Changes.

Since August 20, 2009, (a) the Merger Sub had conducted its business only in the ordinary course of business consistent with past practice and (b) there has not been any undisclosed event, circumstance, change, occurrence, state of facts or effect (including the incurrence of any liabilities of any nature, whether or not accrued, contingent or otherwise) that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Merger.

Section 3.7 No Undisclosed Material Liabilities. There are no undisclosed liabilities or obligations of the Merger Sub, whether accrued, absolute, determined or contingent, except for (i) liabilities or obligations disclosed and provided for in the balance sheets included in the Financial

Statements (or in the notes thereto) available prior to the date of this Agreement, (ii) liabilities or obligations incurred in connection with the Transactions, (iii) liabilities or obligations incurred in the ordinary course of business consistent in the past practice since August 20, 2009, and (iv) liabilities or obligations that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Merger.

Section 3.8 Compliance with Laws and Court Orders.

(a) The Merger Sub since August 20, 2009, has been in compliance with, and, to the Knowledge of the Merger Sub, is not under investigation with respect to and has not been threatened to be charged with or given notice of any violation of, any applicable Law or Order, except for failures to comply or violations that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Merger. The Merger Sub hold all governmental licenses, authorizations, permits, consents, approvals, variances, exemptions and orders necessary for the operation of the businesses of the Merger Sub (the "***Merger Sub Permits***"), except where such failure would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Merger. The Merger Sub are in compliance with the terms of the Merger Sub Permits, except for failures to comply or violations that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Merger.

(b) Without limitation of Section 3.8(a), to the Knowledge of the Merger Sub, (i) neither the Merger Sub, nor any of its directors or officers is listed on the Specially Designated Nationals and Blocked Person list or other similar lists maintained by the Office of Foreign Assets Control, by the United States Department of the Treasury or pursuant to executive orders, and (ii) neither the Merger Sub, nor any of its or their directors, officers, employees, agents or other Persons acting on the Merger Sub's behalf (A) has taken, or caused to be taken, directly or indirectly, any action that would cause the Merger Sub to be in violation of any Anti-Corruption Law, or (B) has corruptly made, promised, offered or authorized, or has caused or authorized any consultants, joint venture partners or representatives corruptly to make, promise or offer, any payment or transfer of anything of value, directly or indirectly, to any official, employee or agent of any Governmental Entity for the purpose of (1) influencing such Person to take any action or decision or to omit to take any action, in his or her official capacity, (2) inducing such Person to use his or her influence with a Governmental Entity to affect any act or decision of a Governmental Entity, or (3) securing any improper advantage; and each of it and each of its controlled Affiliates complies with and implements internal compliance policies with respect to applicable Anti-Corruption Laws. As used in this Section 3.8(b), the term "***Anti-Corruption Laws***" means each Law, regulation, treaty or convention relating to anti-money laundering, anti-terrorism financing, anti-bribery, anti-corruption or similar matters, including the Foreign Corrupt Practices Act of 1977, as amended.

Section 3.9 Material Contracts.

(a) The Merger Sub is not a party to or not to be bound by any: (i) contract (other than this Agreement or a Merger Sub Plan) that would be required to be filed by the Merger Sub as a material contract

pursuant to Item 601(b)(10) of Regulation S-K of the SEC; (ii) indenture, credit agreement, loan agreement, security agreement, guarantee, note, mortgage or other evidence of Indebtedness or agreement providing for Indebtedness in excess of $10,000,000; (iii) written contract (other than this Agreement) for the sale of any of its assets after the date hereof (other than sales of product in the ordinary course of business); (iv) collective bargaining agreement; (v) written contract that contains a put, call, right of first refusal or similar right pursuant to which the Merger Sub would be required to purchase or sell, as applicable, any equity interests of any Person; (vi) settlement agreement or similar agreement with a Governmental Entity or Order to which the Merger Sub is a party involving future performance by the Merger Sub which is material; (vii) contract providing for indemnification (including any obligations to advance funds for expenses) of the current or former directors or officers of the Merger Sub; or (viii) other contract (other than this Agreement, purchase orders for the purchase of inventory or agreements under which the Merger Sub is obligated to make or receive payments in the future in excess of $10,000,000 per annum or $20,000,000 during the life of the contract. Each such contract described in clauses (i)-(viii) is referred to herein as a "***Material Contract.***"

(b) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (i) the Merger Sub is (and, to the Knowledge of the Merger Sub, no other party is) in default under any Material Contract, (ii) each of the Material Contracts is in full force and effect, and is the valid, binding and enforceable obligation of the Merger Sub, and to the Knowledge of the Merger Sub, of the other parties thereto, except that (x) such enforcement may be subject to applicable bankruptcy, reorganization, insolvency, moratorium or other similar Laws, now or hereafter in effect, affecting creditors' rights generally and (y) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought, (iii) the Merger Sub have performed all respective material obligations required to be performed by them to date under the Material Contracts, are not and no circumstance exists, which (with or without the lapse of time or the giving of notice, or both) would cause them to be, in breach thereunder and (iv) neither the Merger Sub nor any of its Subsidiaries has received any notice of termination with respect to, and, to the Knowledge of the Merger Sub, no party has threatened to terminate, any Material Contract.

Section 3.10 Information in Proxy Statement. The proxy statement relating to the Special Meeting (such proxy statement, as amended or supplemented from time to time, the "***Proxy Statement***") will not, at the date it is first mailed to the Merger Sub's shareholders and at the time of the Special Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated in the Proxy Statement or necessary in order to make the statements in the Proxy Statement, in light of the circumstances under which they are made, not misleading. The Proxy Statement will comply as to form in all material respects with the requirements of the Securities Act and the rules and regulations thereunder. Notwithstanding anything to the contrary in this Section 3.10, no representation or warranty is made by the Merger Sub with respect to information contained or

incorporated by reference in the Proxy Statement supplied by or on behalf of the Merger Sub specifically for inclusion or incorporation by reference in the Proxy Statement.

Section 3.11 Litigation. Except as a law suit of Ultimate Combustion Co. Inc. vs. Fuecotech, Helpful Technologies Inc, Victor Gurin, and Roman Press, there are no Actions pending or, to the Knowledge of the Merger Sub, threatened against the Merger Sub or any officer, director or employee of the Merger Sub in such capacity, which would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Merger. The Merger Sub is not a party or subject to, or in default under, any Order which would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Merger.

Section 3.12 Employee Compensation and Benefit Plans; ERISA.

(a) To the Knowledge of the Merger Sub, there is no ERISA Plan which would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Merger. For the purposes of this Section 3.12 the term "***ERISA Plan***" shall mean (except as set forth in the last sentence of Section 2.3(c)) each material "employee benefit plan" (within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("***ERISA***")) and each other material equity incentive, compensation, severance, employment, change-in-control, retention, fringe benefit, collective bargaining, bonus, incentive, savings, retirement, deferred compensation, or other benefit plan, agreement, program, policy or arrangement, whether or not subject to ERISA (including any related funding mechanism), in each case other than a "multiemployer plan," as defined in Section 3(37) of ERISA under which (i) any current or former employee, officer, director, contractor or consultant of the Merger Sub ("***Covered Employees***") has any present or future right to benefits and which are entered into, contributed to, sponsored by or maintained by the Merger Sub, or (ii) the Merger Sub has any present or future liability.

Section 3.13 Environmental Laws.

(a) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (i) the Merger Sub complies and have in the past five years complied with all applicable Environmental Laws, and possess and comply, and have complied, with all applicable Environmental Permits, if any such Environmental Permit required under such Laws, to operate the businesses of the Merger Sub as currently operated; (ii) there are no Materials of Environmental Concern at any property currently or, to the Knowledge of the Merger Sub, formerly owned or operated by the Merger Sub, under circumstances that have resulted in or are reasonably likely to result in liability of the Merger Sub under any applicable Environmental Laws; and (iii) The Merger Sub has not received any written notification alleging that it is liable, or request for information, pursuant to any applicable Environmental Law, concerning any release, threatened release of, or exposure to, any Materials of Environmental Concern at any location except, with respect to any such notification or request for information concerning any such release or threatened release, to the extent such matter has been fully resolved with the appropriate Governmental Entity or Person. There are no Actions arising

under Environmental Laws pending or, to the Knowledge of the Merger Sub, threatened against the Merger Sub which would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Merger.

(b) Notwithstanding any other representations and warranties in this Agreement, the representations and warranties in this Section 3.13 are the only representations and warranties in this Agreement with respect to Environmental Laws, Environmental Permits or Materials of Environmental Concern.

Section 3.14 Taxes.

(a) The Merger Sub has filed all material Tax Returns as a subsidiary of the Parent, in a manner that it was required to file and has timely paid all Taxes shown thereon as due and owing and all other Taxes required to be paid by it. All such Tax Returns were correct and complete in all material respects.

(b) No audit or other proceeding with respect to any material Taxes due from the Merger Sub, or any material Tax Return of the Merger Sub is pending or threatened in writing by any Governmental Entity. Each assessed deficiency resulting from any audit or examination relating to Taxes by any Governmental Entity has been timely paid and there is no assessed deficiency, refund litigation, proposed adjustment or matter in controversy with respect to any Taxes due and owing by the Merger Sub.

(c) The Merger Sub has agreed to any extension or waiver of the statute of limitations applicable to any material Tax Return, or agreed to any extension of time with respect to a material Tax assessment or deficiency, which period (after giving effect to such extension or waiver) has not yet expired.

(d) The Merger Sub is not a party to any material Tax allocation or sharing agreement.

(e) The Merger Sub has withheld and remitted all material Taxes required to have been withheld and remitted under applicable law in connection with any amounts paid or owing to any employee, independent contractor, creditor, shareholder, member or other party.

(f) There are no Encumbrances for unpaid Taxes on the assets of the Company or any of its Subsidiaries, except Encumbrances for current Taxes not yet due and payable.

(g) The Merger Sub (i) has been a member of an affiliated group of corporations within the meaning of Section 1504 of the Code, and (ii) has no liability for Taxes of any Person (other than the Merger Sub) under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign Law), as a transferee or successor, by contract or otherwise.

Section 3.15 No Other Representations or Warranties. Except for the representations and warranties contained in this Article III, neither the Merger Sub nor any other Person on behalf of the Merger Sub, makes any other express or implied representation or warranty on behalf of the Merger Sub, and for the avoidance of doubt, neither the Merger Sub or any of its directors and officers make

any express or implied representation or warranty with respect to any confidentiality agreement that is currently in effect binding the Merger Sub to a confidentiality requirements (the "***Confidentiality Agreement***").

ARTICLE 4. REPRESENTATIONS AND WARRANTIES OF PARENT

The Parent represents and warrants to the Company as follows:

Section 4.1 Organization. The Parent is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization and has all requisite corporate or other power and authority and all necessary governmental approvals to own, lease and operate its properties and to carry on its business as now being conducted, except (other than with respect to Parent's due organization, valid existence and good standing) where the failure to be so organized, existing and in good standing or to have such power, authority and governmental approvals would not reasonably be expected to have a material adverse effect on the ability of the Parent to consummate the Merger and the Transactions. The Parent owns ninety eight percent (98%) of the issued and outstanding capital stock of the Merger Sub.

Section 4.2 Authorization; Validity of Agreement; Necessary Action. The Parent has full corporate power and authority to execute and deliver this Agreement and to consummate the Transactions. The execution, delivery and performance by the Parent of this Agreement, and the consummation by it of the Transactions have been duly and validly authorized by the Parent's Board of Directors and by the Parent as the controlling shareholder of the Merger Sub, and no other corporate action on the part of the Parent is necessary to authorize the execution, delivery and performance by the Parent of this Agreement and the consummation of the Transactions. This Agreement has been duly executed and delivered by the Parent Sub and, assuming due and valid authorization, execution and delivery of this Agreement by the Company, is a valid and binding obligation of each of the Parent and the Merger Sub enforceable against the Parent in accordance with its terms, except that (a) such enforcement may be subject to applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws, now or hereafter in effect, affecting creditors' rights generally and (b) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

Section 4.3 Consents and Approvals; No Violations.

(a) Except for filings, permits, authorizations, consents and approvals as may be required under, and other applicable requirements of, (A) the Securities Act, (B) the rules and regulations of the New York Stock Exchange, and (C) the HSR Act, and any foreign antitrust or competition laws, no consents or approvals of, or filings, declarations or registrations with, any Governmental Entity are necessary for the consummation by the Parent of the Transactions, other than such other consents, approvals, filings, declarations or registrations that, if not obtained, made or given, would not reasonably be expected to have a material adverse effect on the ability of the Parent to consummate the Merger and the other Transactions.

(b) The execution and delivery of this Agreement by the Parent and the consummation by the Parent of the Transactions, and compliance by the Parent with any of the terms or provisions hereof, will not (i) conflict with or violate any provision of the organizational documents of the Parent or of any of its respective Subsidiaries or (ii) assuming that any required authorizations, consents and approvals are duly obtained, (x) will not violate any Order or Law applicable to the Parent or any of its Subsidiaries or any of their respective properties or assets, or (y) will not violate, will not conflict with, will not result in the loss of any material benefit under, will not constitute a default under, will not result in the termination of or a right to termination or cancellation under, will not accelerate the performance required by, or result in the creation of any Encumbrance upon any of the respective properties or assets of the Parent or any of its Subsidiaries under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, lease, agreement or other instrument or obligation to which the Parent or any of its Subsidiaries is a party, or by which they or any of their respective properties or assets may be bound or affected, except, in the case of clause (ii) above, for such violations, conflicts, breaches, defaults, losses, terminations of rights thereof, accelerations or Encumbrance creations which would not reasonably be expected to have a material adverse effect on the ability of the Parent to consummate the Merger and the other Transactions.

Section 4.4 Ownership of Stock. Neither the Parent nor any of its Subsidiaries (including the Merger Sub) is, and at no time during the last three years has the Parent or any of its Subsidiaries (including the Merger Sub) has owned (directly or indirectly, beneficially or of record) any shares of stock of the Surviving Corporation.

Section 4.5 Information in Proxy Statement. None of the information supplied or to be supplied by or on behalf of the Parent specifically for inclusion or incorporation by reference in the Proxy Statement will, at the date it is first mailed to the Company and at the time of the Special Meeting of the Company's stockholders, contain any untrue statement of a material fact or omit to state any material fact required to be stated in the Proxy Statement or necessary in order to make the statements in the Proxy Statement, in light of the circumstances under which they are made, not misleading.

Section 4.6 Financing. The Parent will have, and at all times through the Closing, sufficient funds available to finance and consummate the Transactions.

Section 4.7 Litigation. Except as for the law suit of Ultimate Combustion Company vs. Helpful Technologies Inc., Fuecotech Inc., Victor Gurin and Roman Press, as of the Agreement Date, there are no Actions pending or, to the Knowledge of the Parent, threatened against the Parent or the Merger Sub or, to the Knowledge of the Parent, any officer, director or employee of the Parent in such capacity, which would, individually or in the aggregate, prevent or materially delay the Parent from performing its obligations under this Agreement.

Section 4.8 Disclaimer of Warranties. The Parent acknowledges that neither the Company nor any Person has made any express or implied representations or warranty on behalf of the Company or any of its Affiliates as to the accuracy or completeness of any information regarding the Company.

ARTICLE 5. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to the Parent and the Merger Sub the following:

Section 5.1 Organization. The Company is a newly formed corporation incorporated on April 11, 2012. The Company is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization and has all requisite corporate or other power and authority and all necessary governmental approvals to own, lease and operate its properties and to carry on its business as now being conducted, except (other than with respect to the Company's due organization, valid existence and good standing) where the failure to be so organized, existing and in good standing or to have such power, authority and governmental approvals would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. For purposes of analyzing whether any state of facts, change, development, effect, occurrence or condition has resulted in a Material Adverse Effect under this Agreement, the Parent and the Merger Sub will not be deemed to have knowledge of any state of facts, change, development, effect, occurrence or condition relating to the Company or its Subsidiaries unless it is disclosed in the Company SEC Documents or the Company Disclosure Letter.

Section 5.2 Capitalization. The authorized capital stock of the Company consists of 100,000,000 shares of undesignated serial preferred stock, par value $0.0001 per share (the "***Serial Preferred Stock***"), 100,000,000 shares of Class A common stock, par value of $0.0001 per share (the "***Class A Common Shares***"), 800,000,000 shares of Class B common stock, par value $0.0001 per share (the "***Class B Common Stock***"), and 1,500,000,000 shares of common stock, par value $0.0001 per share (the "***Common Stock***"). As of the Effective Time (i) no shares of the Company were issued and outstanding, and (ii) no rights to purchase any of the Company's stock were issued and outstanding.

ARTICLE 6. COVENANTS

Section 6.1 Interim Operations of the Merger Sub. Except (A) as expressly contemplated by this Agreement, (B) as required by applicable Law, or (D) as consented to in writing by the Parent after the date of this Agreement and prior to the Effective Time, which consent, solely in the case of clauses (v), (vi) and (vii) below, shall not be unreasonably withheld or delayed, the Merger Sub agrees that:

(i) The Merger Sub will conduct business only in the ordinary course consistent with its normal practice;

(ii) The Merger Sub will not amend its Amended and Restated Articles of Incorporation or Bylaws and other comparable charter or organizational documents;

(iii) The Merger Sub will not (A) declare, set aside or pay any dividend or other distribution (including any constructive or deemed distribution), whether payable in cash, stock or other property, with respect to its capital stock, or otherwise make any payments to its shareholders in their capacity as such; (B) issue, sell, grant, transfer, pledge, dispose of or encumber or authorize or propose to issue, sell, grant, transfer, pledge, dispose of or encumber any additional shares of capital stock or other Rights of the Merger Sub (including treasury stock); (C) split, combine, subdivide or reclassify the Fuecotech Shares or any other outstanding capital stock of the Merger Sub or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for any shares of capital stock or other Rights of the Merger Sub or (D) redeem, purchase or otherwise acquire, directly or indirectly, any capital stock or other Rights of the Merger Sub.

(iv) except as required by applicable law or under the terms of any Merger Sub Plan in effect as of the date of this Agreement, the Merger Sub will not increase the compensation payable or to become payable to any of its officers, directors, employees, agents, consultants or Affiliates, or enter into, establish, amend or terminate any Merger Sub Plans, except increases in salaries, wages and benefits of employees who are not directors or officers of the Merger Sub made in the ordinary course of business consistent with past practice;

(v) the Merger Sub will not (A) incur or assume any long-term Indebtedness, or except in the ordinary course of business, incur or assume any short-term Indebtedness in amounts not consistent with past practice, (B) assume, guarantee, endorse or otherwise become liable or responsible (whether directly, contingently or otherwise) for the obligations of any other Person, except in the ordinary course of business and consistent with past practice or (C) make any loans, advances or capital contributions to, or investments in, any other Person except in the ordinary course of business and consistent with past practice;

(vi) the Merger Sub will not make any acquisition or investment in a business either by purchase of stock or securities, merger or consolidation, contributions to capital, loans, advances, property transfers, or purchases of any property or assets of any other Person, or otherwise make or authorize any capital expenditure, other than capital expenditures contemplated by the Merger Sub's existing capital budget, a copy of which has been furnished to Parent;

(vii) the Merger Sub will not (A) pay, discharge, waive, settle or satisfy any rights, claims, liabilities or obligations (absolute, accrued, asserted or unasserted, contingent or otherwise), other than the payment, discharge, waiver, settlement or satisfaction, (x) in the ordinary course of business consistent with past practice, of claims, liabilities or obligations reflected or reserved against in, or contemplated by, the Financial Statements (or the notes to the Financial Statements) or of claims, liabilities or obligations incurred since the date of the Financial Statements in the ordinary course of business consistent with past practice or (y) for amounts, individually or in the aggregate, not to exceed $5,000,000 (in excess of third party insurance) or (B) waive any claims of substantial value;

(viii) the Merger Sub will not change any of the accounting methods, principles or practices used by it unless required by a change in GAAP or Law;

(ix) the Merger Sub will not (A) adopt a plan of complete or partial liquidation, dissolution, merger, consolidation, business combination, restructuring, recapitalization or other reorganization (other than this Agreement), (B) acquire by merging or consolidating with, or by purchasing a substantial equity interest in or portion of the assets of, or by any other manner, any business or any corporation, partnership, joint venture, association or other business organization or division thereof or (C) acquire, transfer, lease, license, sell, mortgage, pledge, dispose of or encumber any material assets, other than, in the case of this clause (C), acquisitions of raw materials and inventory and sales of inventory, in each case in the ordinary course of business consistent with past practice; and

(x) the Merger Sub will not enter into an agreement, contract, commitment or arrangement to do any of the foregoing, or to authorize, recommend, propose or announce an intention to do any of the foregoing.

ARTICLE 7. ADDITIONAL AGREEMENTS

Section 7.1 Reasonable Best Efforts. Subject to **Section 6.3(e)**:

(a) Prior to the Closing, the Parent, the Merger Sub and the Company shall use their respective reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under any applicable laws to consummate and make effective in the most expeditious manner possible the Transactions including (i) the preparation and filing of all forms, registrations and notices required to be filed to consummate the Transactions, (ii) the satisfaction of the other parties' conditions to consummating the Transactions, (iii) taking all reasonable actions necessary to obtain (and cooperation with each other in obtaining) any consent, authorization, order or approval of, or any exemption by, any third party, including any Governmental Entity (which actions shall include furnishing all information required under the HSR Act and in connection with approvals of or filings with any other Governmental Entity) required to be obtained or made by the Parent, the Merger Sub, the Company or any of their respective Subsidiaries in connection with the Transactions or the taking of any action contemplated by the Transactions or by this Agreement, (iv) the execution and delivery of any additional instruments necessary to consummate the Transactions and to fully carry out the purposes of this Agreement. Additionally, each of Parent and the Company shall use all reasonable best efforts to fulfill all conditions precedent to the Merger and shall not take any action after the date of this Agreement that would reasonably be expected to materially delay the obtaining of, or result in not obtaining, any permission, approval or consent from any Governmental Entity necessary to be obtained prior to Closing.

(b) Prior to the Closing, each party shall promptly consult with the other parties to this Agreement with respect to, provide any necessary information with respect to (and, in the case of correspondence, provide the other parties (or their counsel) copies of), all filings made by such party with any Governmental Entity or any other information supplied by such party to, or correspondence

with, a Governmental Entity in connection with this Agreement and the Transactions. Each party to this Agreement shall promptly inform the other parties to this Agreement of any communication from any Governmental Entity regarding any of the Transactions. If any party to this Agreement or any Affiliate of such parties receives a request for additional information or documentary material from any Governmental Entity with respect to the Transactions, then such party will use reasonable best efforts to make, or cause to be made, promptly and after consultation with the other parties to this Agreement, an appropriate response in compliance with such request. To the extent that transfers of any permits issued by any Governmental Entity are required as a result of the execution of this Agreement or the consummation of the Transactions, the parties hereto shall use reasonable best efforts to effect such transfers.

Section 7.2 Notification of Certain Matters. Subject to applicable law, the Company shall give prompt notice to the Merger Sub and the Parent, and the Merger Sub and the Parent shall give prompt notice to the Company of (a) the occurrence or non-occurrence of any event whose occurrence or non-occurrence would be reasonably likely to cause either (i) any representation or warranty contained in this Agreement to be untrue or inaccurate in any material respect at any time from the date of this Agreement to the Effective Time or (ii) any condition to the Merger to be unsatisfied in any material respect at the Effective Time and (b) any material failure of the Company, the Merger Sub or the Parent, as the case may be, or any officer, director, employee, agent or representative of the Company, the Merger Sub or the Parent as applicable, to comply with or satisfy any covenant or agreement to be complied with or satisfied by it under this Agreement; provided, however, that the delivery of any notice pursuant to this Section 6.4 shall not limit or otherwise affect the remedies available under this Agreement to the party receiving such notice.

Section 7.3 Access; Confidentiality. Subject to the Confidentiality Agreement and applicable Law relating to the sharing of information, the Company agrees to provide to the Parent and its representatives, from time to time after the Effective Time, reasonable access during normal business hours to (i) the Company's properties, books, contracts, commitments, personnel and records, (ii) such other information as the Parent may reasonably request with respect to the Company businesses, financial condition and operations. The Parent shall keep confidential any non-public information received from the Company, its Affiliates or representatives, directly or indirectly, pursuant to this Section 7.3.

Section 7.4 Publicity. Neither the Company, the Parent nor any of their respective Affiliates shall issue or cause the publication of any press release or other announcement with respect to this Agreement or the Transactions without the prior consultation of the other party and giving the other party the opportunity to review and comment on such press release or other announcement, if practicable, except as such party reasonably believes, after receiving the advice of outside counsel and after informing all other parties to this Agreement, is required by Law or by any listing agreement with or rules of any applicable national securities exchange, trading market or listing authority and except as may be required by a Governmental Entity.

Section 7.5 Indemnification.

(a) From and after the Effective Time, the Parent shall, and shall cause the Surviving Corporation to, indemnify, defend and hold harmless each person who is now, or has been at any time prior to the date of this Agreement or who becomes such prior to the Effective Time, an officer or director of the Company or any of its Subsidiaries (the "***Indemnified Parties***") against (i) any and all losses, claims, damages, costs, expenses, fines, liabilities or judgments or amounts that are paid in settlement with the approval of the indemnifying party of or in connection with any claim, action, suit, proceeding or investigation based in whole or in part on or arising in whole or in part out of the fact that such person is or was a director or officer of the Company or any of its Subsidiaries whether pertaining to any action or omission existing or occurring at or prior to the Effective Time and whether asserted or claimed prior to, or at or after, the Effective Time ("***Indemnified Liabilities***"), and (ii) all Indemnified Liabilities based in whole or in part on, or arising in whole or in part out of, or pertaining to this Agreement or the Transactions; provided, however, that, in the case of the Surviving Corporation, such indemnification shall only be to the fullest extent a corporation is permitted under Florida Law to indemnify its own directors and officers, and in the case of indemnification by Parent, Parent's indemnification shall not be limited by Florida Law, but the Parent shall not be required to indemnify the Indemnified Parties if a final, non-appealable judgment or adjudication in an action against the Indemnified Parties by a claimant (not including an action brought by the Parent, the Surviving Corporation, or any insurer of either) establishes: (A) that the acts or omissions of Indemnified Parties were the result of deliberate criminal or fraudulent acts by the Indemnified Party seeking indemnification; or (B) that the claim against Indemnified Party arises out of, is based upon, or is attributable to the gaining in fact of any financial profit or other advantage to which the Indemnified Party was not legally entitled. Without limiting the foregoing, in the event any such claim, action, suit, proceeding or investigation is brought against any Indemnified Party (whether arising before or after the Effective Time), (i) the Indemnified Parties may retain counsel satisfactory to them and reasonably satisfactory to Parent, (ii) Parent shall, or shall cause the Surviving Corporation to, pay all reasonable fees and expenses of such counsel for the Indemnified Parties promptly as statements therefor are received, and (iii) Parent shall, and shall cause the Surviving Corporation to, use all reasonable efforts to assist in the vigorous defense of any such matter, provided that none of Parent, Merger Sub or the Surviving Corporation shall be liable for any settlement of any claim effected without its written consent, which consent, however, shall not be unreasonably withheld or delayed.

(b) The articles of incorporation and bylaws of the Surviving Corporation shall contain the provisions with respect to indemnification set forth in the Amended and Restated Articles of Incorporation and Bylaws of the Merger Sub, which provisions shall not be amended, modified or otherwise repealed for a period of five years from the Effective Time in any manner that would adversely affect the rights thereunder as of the Effective Time of any individual who at the Effective Time is an Indemnified Party, unless such modification is required after the Effective Time by Law and then only to the minimum extent required by such law.

(c) The rights of each Indemnified Party under this Section 7.5 shall be in addition to any rights such individual may have under the Third Amended and Restated Articles of Incorporation and Bylaws (and other governing documents) of the Company under Florida Law or any other applicable Laws or under any agreement of any Indemnified Party with the Company. These rights shall survive consummation of the Merger and are intended to benefit, and shall be enforceable by, each Indemnified Party.

(d) In the event that the Parent or Surviving Corporation or any of their respective successors or assigns (i) consolidates with or merges into any other Person and is not the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers or conveys all or substantially all of its properties and assets to any Person, then, and in each such case, proper provision will be made so that the successors and assigns of the Surviving Corporation assume the obligations set forth in this **Section 6.7**.

(e) Merger Sub Compliance. Parent shall cause Merger Sub to comply with all of its obligations under or related to this Agreement.

Section 7.6 Employee Matters.

(a) For a period of two years from the Closing Date, Parent or the Surviving Corporation shall provide, or cause to be provided, compensation and benefits to the employees and former employees of the Merger Sub and its Subsidiaries (the "***Company Employees***") that are no less favorable, in the aggregate, than the compensation and benefits that are provided to the Company Employees immediately prior to the Effective Time; provided, that the foregoing obligation shall not restrict Parent and the Surviving Corporation from making changes that (i) are consistent with changes currently planned or contemplated by the Company, (ii) are in response to business conditions which may exist at the time of such changes or (iii) are collectively bargained for. Parent shall, and shall cause the Surviving Corporation to, honor in accordance with their terms all Company Plans; provided, however, that Parent or the Surviving Corporation may amend, modify or terminate any individual Company Plan in accordance with its terms and applicable Law (including obtaining the consent of the other parties to and beneficiaries of such Company Plan to the extent required thereunder). Notwithstanding the foregoing or anything else in this Agreement to the contrary, the Surviving Corporation and its Subsidiaries shall not, after the Effective Time, provide any form of equity-based compensation, including, without limitation, options to purchase shares of capital stock in the Surviving Corporation or any of its Subsidiaries; provided that any equity- based compensation provided by the Company and its Subsidiaries pursuant to the Company Plans immediately prior to the Effective Time (including but not limited to long term incentive compensation grants or awards) shall be taken into account in determining whether the compensation and benefits provided by Parent and the Surviving Corporation are less favorable than those provided by the Company for purposes of the first sentence of this **Section 6.9(a)**.

(b) For purposes of all employee benefit plans (as defined in Section 3(3) of ERISA) and other employment agreements, arrangements and policies of the Surviving Corporation under which an employee's benefits depends, in whole or in part, on length of service, credit will be given to current employees of the Company and its Subsidiaries for service with the Company or any of its Subsidiaries or predecessors prior to the Effective Time, provided that such crediting of service does not result in duplication of benefits.

(c) The provisions of this **Section 6.9** are solely for the benefit of the respective parties to this Agreement and nothing in this **Section 6.9**, express or implied, shall confer upon any Company Employee, or legal representative or beneficiary thereof, any rights or remedies, including any right to employment or continued employment for any specified period, or compensation or benefits of any nature or kind whatsoever under this Agreement.

ARTICLE 8. CONDITIONS

Section 8.1 Conditions to Each Party's Obligation to Effect the Merger. The respective obligation of each party to effect the Merger shall be subject to the satisfaction on or prior to the Closing Date of each of the following conditions, any and all of which may be waived in whole or in part by the Company, Parent and Merger Sub to the extent permitted by applicable Law:

(a) Shareholder Approval. The Shareholder Approval shall have been obtained.

(b) No Injunctions or Restraints. No Order or Law, entered, enacted, promulgated, enforced or issued by any court of competent jurisdiction, or any other Governmental Entity, or other legal restraint or prohibition (collectively, "***Restraints***") shall be in effect preventing the consummation of the Merger; provided, however, that, subject to **Section 6**, each of the Parties to this Agreement shall have used its reasonable best efforts to prevent the entry of any such Restraints and to appeal as promptly as possible any such Restraints that may be entered to the extent required by and subject to **Section 6**.

Section 8.2 Conditions to Obligations of Parent and Merger Sub. The obligation of Parent and Merger Sub to effect the Merger is further subject to the satisfaction, or waiver by Parent and Merger Sub, on or prior to the Closing Date of the following conditions:

(a) Representations and Warranties.

(i) The representations and warranties of the Company contained in this Agreement shall be true and correct at and as of the date of this Agreement and at and as of the Closing (without regard to any qualifications therein as to materiality or Material Adverse Effect), as though made at and as of such time (or, if made as of a specific date, at and as of such date), except, in each case, for such failures to be true and correct as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(ii) The representations and warranties of the Company contained in **Section 3.4(a)** of this Agreement shall be true and correct in all respects (except, in the case of **Section 3.4(a)**, for de minimis inaccuracies therein) at and as of the date of this Agreement and at and as of the Closing (without

regard to any qualifications therein as to materiality or Material Adverse Effect), as though made at and as of such time (or, if made as of a specific date, at and as of such date).

(b) Performance of Obligations of the Company. The Company shall have performed or complied with in all material respects (or with respect to any covenant or agreement qualified by materiality or Material Adverse Effect, in all respects) the covenants and agreements contained in this Agreement to be performed or complied with by it prior to or on the Closing Date.

(c) No Orders or Laws. No Order or Law shall have been promulgated, entered, enforced, enacted, issued or applicable to the Merger by any Governmental Entity which would impose or require any Restriction, and no action or proceeding by any Governmental Entity shall be pending which seeks any Restriction, other than Restrictions, individually or in the aggregate with all other Restrictions, for which the aggregate fair value of all businesses or assets (including stock) affected, prior to giving effect to the Merger, (x) would not exceed $5,000,000 in the case of the Company and its Subsidiaries and Affiliates, taken as a whole, and (y) would not exceed $5,000,000 in the case of Parent and its Subsidiaries and Affiliates, taken as a whole. Notwithstanding the foregoing, any action or proceeding by a Governmental Entity that seeks any Restriction which action or proceeding is pending as of the date immediately preceding the Outside Date shall not be taken into account when determining whether the conditions set forth in this paragraph have been satisfied as of such date.

(d) Officer's Certificate. The Company shall have furnished Parent with a certificate dated the Closing Date signed on its behalf by its chief executive officer and chief financial officer to the effect that the conditions set forth in **Section 7.2(a)** and **Section 7.2(b)** have been satisfied.

Section 8.3 Conditions to Obligations of the Company. The obligation of the Company to effect the Merger is further subject to the satisfaction, or waiver by the Company, on or prior to the Closing Date of the following conditions:

(a) Representations and Warranties. The representations and warranties of Parent and Merger Sub contained in this Agreement shall be true and correct at and as of the date of this Agreement and at and as of the Closing (without regard to any qualifications therein as to materiality or material adverse effect), as though made at and as of such time (or, if made as of a specific date, at and as of such date), except, in each case, for such failures to be true and correct as would not reasonably be expected to prevent or otherwise have a material adverse effect on the ability of Parent to consummate the Merger.

(b) Performance of Obligations of Parent and Merger Sub. Each of Parent and Merger Sub shall have performed or complied with in all material respects (or with respect to any covenant or agreement qualified by materiality or material adverse effect, in all respects) the covenants and agreements contained in this Agreement to be performed or complied with by it prior to or on the Closing Date.

(c) Officer's Certificate. Each of Parent and Merger Sub shall have furnished the Company with a certificate dated the Closing Date signed on its behalf by its chief executive officer (or chief legal officer in the case of Parent) and chief financial officer to the effect that the conditions set forth in **Section 7.3(a)** and **Section 7.3(b)** have been satisfied.

Section 8.4 Frustration of Closing Conditions. Neither Parent or Merger Sub nor the Company may rely on the failure of any condition set forth in **Section 7.1**, **Section 7.2** or **Section 7.3**, as the case may be, to be satisfied to excuse it from its obligation to effect the Merger if such failure was caused by such party's failure to comply with its obligations to consummate the Merger and the other Transactions to the extent required by and subject to **Section 6.3**.

ARTICLE 9. TERMINATION

Section 9.1 Termination. Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time (notwithstanding any Shareholder Approval) by mutual written consent of Parent, Merger Sub and the Company. If this Agreement is terminated pursuant to this **Section 9.1**, this Agreement shall become void and of no effect of the Merger shall take place, and the provisions of the Confidentiality Agreement shall survive such termination.

ARTICLE 10. MISCELLANEOUS

Section 10.1 Amendment and Waivers. Subject to applicable Law, and in accordance with the immediately following sentence, this Agreement may be amended by the parties hereto by action taken or authorized by or on behalf of their respective boards of directors, at any time prior to the Closing Date, whether before or after adoption of this Agreement by the shareholders of the Company and Merger Sub. This Agreement may not be amended except by an instrument in writing signed by the parties hereto. At any time prior to the Effective Time, any party hereto may (i) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (ii) waive any inaccuracies in the representations and warranties by the other party contained herein or in any document delivered pursuant hereto, and (iii) subject to the requirements of applicable Law, waive compliance by the other party with any of the agreements or conditions contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party or parties to be bound thereby. The failure of any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights.

Section 10.2 Non-survival of Representations and Warranties. None of the representations and warranties in this Agreement or in any schedule, instrument or other document delivered pursuant to this Agreement shall survive after the Effective Time.

Section 10.3 Expenses. All fees, costs and expenses (including all legal, accounting, broker, finder or investment banker fees) incurred in connection with this Agreement and the Transactions are to be paid by the Surviving Corporation.

Section 10.4 Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and sent by facsimile, by nationally recognized overnight courier service or by registered mail and shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this **Section 10.4** prior to 5:00 p.m. (New York City time) on a

Business Day and a copy is sent on such Business Day by nationally recognized overnight courier service, (ii) the Business Day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this **Section 10.4** later than 5:00 p.m. (New York time) on any date and earlier than 12 midnight (New York City time) on the following date and a copy is sent no later than such date by nationally recognized overnight courier service, (iii) when received, if sent by nationally recognized overnight courier service (other than in the cases of clauses (i) and (ii) above), or (iv) upon actual receipt by the party to whom such notice is required to be given if sent by registered mail.

Section 10.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which will constitute one instrument.

Section 10.6 Entire Agreement; No Third Party Beneficiaries. This Agreement (including the schedules and annexes to this Agreement, including the Company Disclosure Letter) and the Confidentiality Agreement (a) constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement, and (b) is not intended to and shall not confer upon any Person other than the parties to this Agreement and their permitted assigns any rights, benefits or remedies of any nature whatsoever, other than (i) the right of the holders of Shares of the Company to receive the Merger Consideration after the Closing (a claim with respect to which may not be made unless and until the Effective Time shall have occurred) and (ii) the right of a party to this Agreement on behalf of its security holders to pursue damages in the event of the other party's willful and material breach of this Agreement. For the avoidance of doubt, the rights granted pursuant to the foregoing clause (ii) shall be enforceable only by the Company in its sole and absolute discretion, on behalf of the holders of Shares of the Company.

Section 10.7 Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction or other Governmental Entity to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, so long as the economic and legal substance of the Transactions, taken as a whole, are not affected in a manner materially adverse to any party hereto.

Section 10.8 Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida without giving effect to the principles of conflicts of law of the Laws of the State of Florida.

Section 10.9 Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned by any of the parties to this Agreement (whether by operation of Law or otherwise) without the prior written consent of the other parties, except that Merger Sub may assign, in its sole discretion, any or all of its rights, interests and obligations hereunder to any entity that is wholly owned, directly or indirectly, by Parent. Any attempted assignment in violation of this

Section 10.9 shall be void. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

Section 10.10 Consent to Jurisdiction. Each of the parties hereto (i) consents to submit itself to the personal jurisdiction of the state and federal courts of the State of Florida in the event that any dispute arises out of this Agreement or any of the Transactions, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court and (iii) agrees that it will not bring any action relating to this Agreement or any of the Transactions in any other court. Each of the parties hereto irrevocably and unconditionally waives (and agrees not to plead or claim) any objection to the laying of venue of any dispute arising out of this Agreement or any of the Transactions in the state and federal courts of the State of Florida, or that any such dispute brought in any such court has been brought in an inconvenient forum.

Section 10.11 Specific Enforcement. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. The parties accordingly agree that the parties will be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any federal court located in the State of Florida, this being in addition to any other remedy to which they are entitled at law or in equity.

Section 10.12 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS.

ARTICLE 11. DEFINITIONS; INTERPRETATION

Section 11.1 Certain Terms Defined. The following terms shall have the meanings set forth below for purposes of this Agreement:

"***Action***" means any claim, action, suit, proceeding or investigation by any Governmental Entity.

"***Affiliates***" has the meaning set forth in Rule 12b-2 of the Exchange Act.

"***Business Day***" means any day other than a Saturday, Sunday or a day on which banks in New York, New York are authorized or obligated by Law or Order to close.

"***Code***" means the Internal Revenue Code of 1986, as amended.

"***Company Stock Plans***" means the Company's 2010 Stock Incentive Plan (as amended November 9, 2010), the Company's 2005 Stock Incentive Plan (as amended and restated February 22, 2010), and the Company's 1991 Stock Incentive Plan (as amended November 15, 2004).

"***Encumbrance***" means any security interest, pledge, mortgage, lien, charge, hypothecation, option to purchase or lease or otherwise acquire any interest, conditional sales agreement, adverse claim of ownership or use, title defect, easement, right of way, or other encumbrance of any kind.

"***Environmental Laws***" means all Laws relating to the protection of the environment, including the ambient air, soil, surface water or groundwater, or relating to the protection of human health from exposure to Materials of Environmental Concern.

"***ERISA Affiliate***" means, with respect to any Person, any trade or business, whether or not incorporated, that together with such Person would be deemed a "single employer" within the meaning of Section 414 of the Code.

"***Indebtedness***" of any Person means (a) all indebtedness for borrowed money, (b) any other indebtedness which is evidenced by a note, bond, debenture or similar instrument and (c) all obligations under financing leases.

"***Intellectual Property Rights***" means United States or foreign intellectual property, including (i) patents and patent applications, together with all reissues, continuations, continuations-in-part, divisionals, provisionals, extensions and reexaminations thereof, (ii) trademarks, service marks, logos, trade names, corporate names, trade dress, including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (iii) copyrights and copyrightable works and all applications and registrations in connection with any of the foregoing, (iv) inventions and discoveries (whether patentable or not), industrial designs, trade secrets, confidential information and know-how, (v) computer software (including databases and related documentation), (vi) uniform resource locators, web site addresses and Internet domain names, and registrations therefor, (vii) moral and economic rights of authors and inventors and (vii) all other proprietary rights whether now known or hereafter recognized in any jurisdiction.

"***IRS***" means the Internal Revenue Service.

"***Knowledge***" means (i) with respect to Parent, the actual knowledge (without independent inquiry or investigation) of the Chief Executive Officer, Chief Financial Officer and General Counsel of Parent and (ii) with respect to the Company, the actual knowledge (without independent inquiry or investigation) of the following executive officers of the Company: Chief Executive Officer, Chief Financial Officer, Chief Operating Officer and General Counsel.

"***Law***" means any law, statute, code, ordinance, regulation or rule of any Governmental Entity.

"***Material Adverse Effect***" means, with respect to the Company, a material adverse effect on (i) the ability of the Company to consummate the Merger, or (ii) the business, results of operations or financial condition of the Company and its Subsidiaries, taken as a whole, except to the extent such material adverse effect under this clause (ii) results from (A) any changes in general United States or global economic conditions, (B) any changes in conditions generally affecting any of the industries in which the Company and its Subsidiaries operate, except to the extent such changes in conditions have a disproportionate effect on the Company and its Subsidiaries, taken as a whole, relative to others in such industries, (C) any decline in the market price of the Common Stock, (D) regulatory, legislative or political conditions or securities, credit, financial or other capital markets conditions, in each case in the United States or any foreign jurisdiction, except to the extent such conditions have a

disproportionate effect on the Company and its Subsidiaries, taken as a whole, relative to others in the industries in which the Company and any of its Subsidiaries operate, (E) any failure, in and of itself, by the Company to meet any internal or published projections, forecasts, estimates or predictions in respect of revenues, earnings or other financial or operating metrics for any period (it being understood that the facts or occurrences giving rise to or contributing to such failure may be deemed to constitute, or be taken into account in determining whether there has been or will be a Material Adverse Effect), (F) the execution and delivery of this Agreement or the public announcement or pendency of the Merger or any of the other Transactions, including the impact thereof on the relationships, contractual or otherwise, of the Company or any of its Subsidiaries with employees, labor unions, customers, suppliers or partners, (G) any change in applicable Law, regulation or GAAP (or authoritative interpretations thereof), (H) geopolitical conditions, the outbreak or escalation of hostilities, any acts of war, sabotage or terrorism, or any escalation or worsening of any such acts of war, sabotage or terrorism threatened or underway as of the date of this Agreement, except to the extent such conditions or event have a disproportionate effect on the Company and its Subsidiaries, taken as a whole, relative to others in the industries in which the Company and any of its Subsidiaries operate, or (I) any hurricane, tornado, flood, earthquake or other natural disaster, except to the extent such events have a disproportionate effect on the Company and its Subsidiaries, taken as a whole, relative to others in the industries in which the Company and any of its Subsidiaries operate.

"***Florida Law***" means the Florida Business Corporation Act.

"***Order***" means any order, judgment, ruling, injunction, assessment, award, decree or writ of any Governmental Entity.

"***Permitted Encumbrances***" means: (i) Encumbrances that relate to Taxes, assessments and governmental charges or levies imposed upon the Company or any of its Subsidiaries that are not yet due and payable or that are being contested in good faith by appropriate proceedings or for which reserves have been established on the most recent financial statements included in the Company SEC Documents, (ii) Encumbrances imposed by Law that relate to obligations that are not yet due and have arisen in the ordinary course of business, (iii) pledges or deposits to secure obligations under workers' compensation Laws or similar legislation or to secure public or statutory obligations, (iv) mechanics', carriers', workers', repairers' and similar Encumbrances imposed upon the Company or any of its Subsidiaries arising or incurred in the ordinary course of business, (v) Encumbrances that relate to zoning, entitlement and other land use and environmental Laws, (vi) other imperfections or irregularities in title, charges, easements, survey exceptions, leases, subleases, license agreements and other occupancy agreements, reciprocal easement agreements, restrictions and other customary encumbrances on title to or use of real property, (vii) utility easements for electricity, gas, water, sanitary sewer, surface water drainage or other general easements granted to Governmental Entities in the ordinary course of developing or operating any Site, (viii) any Laws affecting any Site, (ix) any utility company rights, easements or franchises for electricity, water, steam, gas, telephone or other service or the right to use and maintain poles, lines, wires, cables, pipes, boxes and other fixtures and

facilities in, over, under and upon any of the Sites, (x) any encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway; provided, however, that in the case of clauses (v) through (x), none of the foregoing, individually or in the aggregate, materially adversely affect the continued use of the property to which they relate in the conduct of the business currently conducted thereon, and (xi) as to any Leased Real Property, any Encumbrance affecting the interest of the lessor thereof.

"***Person***" means a natural person, sole proprietorship, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated society or association, joint venture, Governmental Entity or other legal entity or organization.

"***SEC***" means the United States Securities and Exchange Commission.

"***Site***" means each location where the Company or any Subsidiary of the Company conducts business, including each Owned Real Property and Leased Real Property.

"***Subsidiary***" means, with respect to any party, any foreign or domestic corporation or other entity, whether incorporated or unincorporated, of which (a) such party or any other Subsidiary of such party is a general partner (excluding such partnerships where such party or any Subsidiary of such party does not have a majority of the voting interest in such partnership) or (b) at least a majority of the securities or other equity interests having by their terms ordinary voting power to elect a majority of the directors or others performing similar functions with respect to such corporation or other entity is directly or indirectly owned or controlled by such party or by any one or more of such party's Subsidiaries, or by such party and one or more of its Subsidiaries.

"***Tax***" or "***Taxes***" means all taxes of any kind, including those on or measured by or referred to as income, gross receipts, sales, use, ad valorem, franchise, profits, license, value added, property or windfall profits taxes, customs, duties or similar fees, assessments or charges of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amounts imposed by any governmental authority, domestic or foreign.

"***Tax Return***" or "***Tax Returns***" means all federal, state, local and foreign tax returns, declarations, statements, reports, schedules, forms and information returns and any amended tax return related to Taxes.

Section 11.2 Other Definitional and Interpretative Provisions. The words "*hereof,*" "*herein*" and "*hereunder*" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Terms defined in the singular in this Agreement shall also include the plural and vice versa. The captions and headings herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles, Sections, Exhibits and Schedules are to Articles, Sections, Exhibits and Schedules of this Agreement unless otherwise specified. Whenever the words "*include,*" "*includes*" or "*including*" are used in this Agreement, they shall be deemed to be followed by the words "*without limitation,*" whether or not they are in fact followed by those words or words of like import. The

phrases "*the date of this Agreement,*" "*the date hereof*" and phrases of similar import, unless the context otherwise requires, shall be deemed to refer to the date set forth in the Preamble. The word "*extent*" in the phrase "*to the extent*" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "*if*". The word "*will*" shall be construed to have the same meaning as the word "*shall*". The term "*or*" is not exclusive. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

IN WITNESS WHEREOF, Parent, Merger Sub and the Company have caused this Agreement and Plan of Merger to be signed by their respective officers thereunto duly authorized as of the date first written above.

PARENT: **HELPFUL TECHNOLOGIES INC.**

By: _____
Name: Sergey V. Gurin
Title: President and Chief Executive Officer

MERGER SUB: **FUECOTECH, INC.**

By: _____
Name: Patrick J. Kick
Title: Chief Executive Officer

SURVIVING CORPORATION: **FUEL COMBUSTION TECHNOLOGIES INC.**

By: _____
Name: Sergey Gurin
Title: Incorporator

Exhibit A

EFFECT OF THE MERGER ON CAPITAL STOCK

At the Effective Time, by virtue of the Merger and without any action on the part of the Parent, the Merger Sub, the Company or the following holders of securities of the Merger Sub shall receive, in exchange for the securities of the Merger Sub, the following Shares of the Surviving Corporation:

#	Stockholder Name	Class and Number of Securities of the Merger Sub Subject to Exchange	Conversion Ratio	Class and Number of Shares of the Surviving Corporation Subject to Issuance as the Merger Consideration
1	Helpful Technologies Inc.	95,830,587 Common Shares	0.989	94,738,587 Class A Common Shares
2	Anastasia Kedrina	2,000 Common Shares	6.250	12,500 Class B Common Shares
3	Anthony Shortino	400,000 Common Shares	1.000	400,000 Class B Common Shares
4	Evgeniy Tsyganov	200,000 Common Shares	4.000	800,000 Class B Common Shares
5	Gregory Szabo	32,500 Common Shares	4.000	130,000 Class B Common Shares
6	John Shortino	400,000 Common Shares	1.000	400,000 Class B Common Shares
7	Matteo Negro	2,000 Common Shares	6.250	12,500 Class B Common Shares
8	Michael Sortino	50,000 Common Shares	4.000	200,000 Class B Common Shares
9	Patrick Krick	60,000 Common Shares	4.375	262,500 Class B Common Shares
10	Regan Tate	2,000 Common Shares	6.250	12,500 Class B Common Shares
11	Sergey Shurshalin	2,000 Common Shares	6.250	12,500 Class B Common Shares

(a) Exchange Rules:

(1) Each one (1) Fuecotech Share purchased by a stockholder during the period of January 1, 2010 – December 31, 2010 shall be cancelled and extinguished and be converted into 1.000 (One) Class B Common Shares of the Company issuable to the holder of such Fuecotech Share.

(2) Each one (1) Fuecotech Share purchased by a stockholder during the period of January 1, 2011 – December 31, 2011 shall be cancelled and extinguished and be converted into 4.000 (Four) Class B Common Shares of the Company issuable to the holder of such Fuecotech Share.

(3) Each one (1) Fuecotech Share purchased by a stockholder during the period of January 1, 2011 – December 31, 2011 shall be cancelled and extinguished and be converted into 6.250 (Six and 1/4) Class B Common Shares of the Company issuable to the holder of such Fuecotech Share.

(4) Each outstanding and unexercised option/warrant for each one (1) Fuecotech Share reserved for further issuance under such stock option/warrant shall be cancelled and extinguished and be converted into the option for the number of Class B Common Shares of the Company equivalent to current fair market price of $0.50 per share.

(5) Each one (1) Fuecotech Share held by the Parent, issued and outstanding immediately before the Effective Time, shall be cancelled and extinguished and be converted into 94,738,587 shares of Class A Common Shares of the Company issuable to the Parent.

PARENT: **HELPFUL TECHNOLOGIES INC.**

By: _____
Name: Sergey V. Gurin
Title: President and Chief Executive Officer

MEREGER SUB: **FUECOTECH, INC.**

By: _____
Name: Patrick J. Krick
Title: Chief Executive Officer

SURVIVING CORPORATION: **FUEL COMBUSTION TECHNOLOGIES INC.**

By: _____
Name: Sergey Gurin
Title: Incorporator