



**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** FUEL COMBUSTION TECHNOLOGIES INC.

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

**PATRICK KRICK**

Contact Person

**FUEL COMBUSTION TECHNOLOGIES INC.**

Firm/Company

**3732 SW 30TH AVE STE 206**

Address

**FORT LAUDERDALE, FL 33312**

City, State and Zip Code

**FUECOTECH@HELPFULTECHNOLOGIES.COM**

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

**PATRICK KRICK**

at ( **1855** ) **663-1768**

Name of Contact Person

Area Code and Daytime Telephone Number

Certified copy (optional) \$30.00

**STREET ADDRESS:**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**

Amendment Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

**Certificate of Merger  
For  
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
GOLTSMAN ENGINES FLORIDA	FLORIDA	LLC

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
FUEL COMBUSTION TECHNOLOGIES	FLORIDA	INC

**THIRD:** The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FILED  
SECRETARY OF STATE  
14 APR 22 PM 11:47

**FOURTH:** The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

**FIFTH:** If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

**APRIL 15, 2014**

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**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

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**SEVENTH:** If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

**EIGHTH:** If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: \_\_\_\_\_

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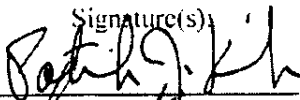
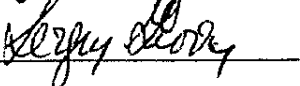
Mailing address: \_\_\_\_\_

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b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

**NINTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s)	Typed or Printed Name of Individual:
FUEL COMBUSTION TECHNOLOGIES		PATRICK KRICK, CEO
GOLTSMAN ENGINES		SERGEY GURIN, MANAGER

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

<b><u>Fees:</u></b> For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

**Certified Copy (optional):** \$30.00

**PLAN OF MERGER**

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
GOLTSMAN ENGINES	FLORIDA	LLC

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
FUEL COMBUSTION TECHNOLOGIES	FLORIDA	INC

**THIRD:** The terms and conditions of the merger are as follows:

**SEE ATTACHED MERGER AGREEMENT**

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*(Attach additional sheet if necessary)*

**FOURTH:**

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

**SEE ATTACHED MERGER AGREEMENT**

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*(Attach additional sheet if necessary)*

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

**SEE ATTACHED MERGER AGREEMENT**

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*(Attach additional sheet if necessary)*

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**FIFTH:** Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

**SEE ATTACHED MERGER AGREEMENT**

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*(Attach additional sheet if necessary)*

**SIXTH:** Other provisions, if any, relating to the merger are as follows:

**SEE ATTACHED MERGER AGREEMENT**

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*(Attach additional sheet if necessary)*



## MERGER AGREEMENT

THIS MERGER AGREEMENT (the "Agreement"), is dated as of April 15, 2014 (the "Effective Time of the Merger"), between GOLTSMAN ENGINES LLC, a Florida Limited Liability Company (the "Merged Company"), and FUEL COMBUSTION TECHNOLOGIES INC., a Florida Corporation (the "Surviving Company") (collectively the "Constituent Companies").

**WHEREAS**, the Surviving Company is a company duly organized and existing under the laws of the State of Florida, having been formed on April 11, 2012 with its registered office in the State of Florida at 3732 SW 30 Avenue, Suite 206, Fort Lauderdale, FL 33312;

**WHEREAS**, GOLTSMAN ENGINES LLC, the Merged Company is a company duly organized and existing under the laws of the State of Florida, having been formed on April 29, 2013 with its registered office in the State of Florida at 3732 SW 30 Avenue, Fort Lauderdale, FL 33312;

**WHEREAS**, the activities of the Constituent Companies are governed by the same Board of Directors (the "Board");

**WHEREAS**, the Board deems it advisable that the Merged Company be merged with and into the Surviving Company, upon the terms and subject to the conditions stated herein, and that the Surviving Company be carrying forward all and any business activities of the Constituent Companies (the "Merger").

**NOW, THEREFORE**, in consideration of the foregoing premises and the respective representations, warranties, covenants and agreements contained in this Agreement and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

### ARTICLE I MERGER; EFFECTIVE TIME

**1.1. Merger.** Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time of the Merger, the Merged Company shall be merged with and into the Surviving Company whereupon the separate existence of the Merged Company shall cease. The Surviving Company shall be the surviving company in the Merger and shall continue to be governed by the laws of the State of Florida. The Merger shall have the effects specified in the Florida Business Corporation Act, as amended and the Surviving Corporation shall succeed, without other transfer, to all of the assets and property (whether real, personal or mixed), rights, privileges, franchises, immunities and powers of the Merged Company, and shall assume and be subject to all of the duties, liabilities, obligations and restrictions of every kind and description of the Merged Company, including, without limitation, all outstanding indebtedness of the Merged Company.

**1.2. Effective Time.** The Merger shall become effective on the Effective Time of the Merger. On the Effective Time of the Merger, the Constituent Companies shall cause this Agreement or a certificate of merger to be executed filed with the Florida Secretary of State (the "Florida Certificate of Merger").

**ARTICLE II  
CHARTER AND BYLAWS OF THE SURVIVING COMPANY**

2.1. **Certificate of Merger.** The certificate of the Merger of the Surviving Company in effect at the Effective Time of the Merger shall be the certificate of merger of the surviving company, until amended in accordance with the provisions provided therein or applicable law.

2.2. **Bylaws.** The bylaws of the Surviving Company, in effect at the Effective Time, shall be the bylaws of the surviving company, until amended in accordance with the provisions provided therein or applicable law. The Operating agreement of the Merged Company shall be terminated and void.

**ARTICLE III  
OFFICERS AND DIRECTORS OF THE SURVIVING CORPORATION**

3.1. **Officers.** The officers of the Surviving Company at the Effective Time of the Merger shall, from and after the Effective Time, be the officers of the Surviving Company, until their successors have been duly elected or appointed and qualified, or until their earlier death, resignation or removal.

3.2. **Directors.** The directors and the members of the various committees of the Board of the Surviving Company at the Effective Time of the Merger shall, from and after the Effective Time, be the directors and members of such committees of the Surviving Company, until their successors have been duly elected or appointed and qualified, or until their earlier death, resignation or removal.

**ARTICLE IV  
EFFECT OF MERGER ON MEMBERSHIP INTERESTS**

4.1. **Effect of Merger on Membership Interests.** At the Effective Time of the Merger, as a result of the Merger and without any action on the part of the Constituent Companies, or the members thereof, each of the membership interests of the Merged Company by virtue of the Merger shall be deemed cancelled, and shall be converted into the shares of Class B common stock of the Surviving Company at the ratio of one (1) membership interest of the Merged Company for one (1) share of Class B common stock of the Surviving Company.

**ARTICLE V  
BOARD APPROVAL; SUBSEQUENT EVENTS**

5.1 **Board Approval.** Each of the Constituent Company's Board of Directors shall approve this Agreement and the Merger by written consent. At or before the Closing, the Merged Company shall deliver to the Surviving Company the following the resolution adopted by the Board authorizing the Merger.

5.2 **Subsequent Actions.** If, at any time after the Effective Time of the Merger, the Surviving Company shall determine, in its sole discretion, or shall 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 Company, its right, title or interest in, to or under any of the property, rights, powers, privileges, franchises or other assets of the Merged Company as a result of, or in connection with, the Merger or otherwise to carry out this Agreement,

then the officers of the Surviving Company shall be authorized to execute and deliver, and shall execute and deliver, in the name and on behalf of the Merged Company all such deeds, bills of sale, assignments, assurances, and to take and do, in the name and on behalf of each such corporation or otherwise, all such other actions and things as may be necessary or desirable, to vest, perfect or confirm any and all right, title or interest in, to and under such property, rights, powers, privileges, franchises or other assets in the Surviving Company or otherwise to carry out the transactions contemplated by this Agreement.

## ARTICLE VI CLOSING

6.1. **Closing.** The Constituent Companies shall hold the closing of the transactions contemplated by this Agreement (the "Closing") at the office of the Surviving Company located at 3732 SW 30 Avenue, Suite 206, Fort Lauderdale, FL 33312, at 5:00 P.M. on April 1, 2014 or at such other time and place as the parties agree (the "Closing Date").

## ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 **Reasonable Efforts.** Subject to the conditions of this Agreement, each of the Constituent Companies shall use reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary or advisable under applicable laws to consummate the transactions contemplated by this Agreement as promptly as practicable including but not limited to (1) taking such actions as are necessary to obtain any required consents and (2) satisfying all conditions to Closing at the earliest possible time.

7.2 **Transaction Costs.** Except as expressly provided in this Agreement, each of the Constituent Companies shall pay its own fees and expenses (including without limitation the fees and expenses of its Representatives, attorneys, and accountants) incurred in connection with negotiation, drafting, execution, and delivery of this Agreement.

7.3. **Assignment.** No Constituent Company may assign any of its rights or delegate any performance under this Agreement except with the prior written consent of the other party.

7.4. **Binding.** This Agreement binds and inures to the benefit of the Constituent Companies.

7.5. **Governing Law.** The laws of the State of Florida (without giving effect to its conflict of laws principles) govern all matters arising out of this Agreement, including without limitation tort claims.

7.6. **Entirety of Agreement.** This Agreement constitute the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements, if any.

7.7. **Further Assurances.** The Merged Company shall execute and deliver such additional documents and instruments and perform such additional acts as the Surviving Company may reasonably request to effectuate or carry out and perform all the terms of this Agreement and the transactions contemplated hereby, and to effectuate the intent of this Agreement.

**7.8. Jurisdiction; Service of Process.** Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, any of this Agreement must be brought against any of the parties in the courts of the State of Florida, County of Broward (District Court for the Seventeenth Judicial court), or, if it has or can acquire jurisdiction, in the United States District Court for the Southern District of Florida, and each of the parties consents to the jurisdiction of those courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any such action or proceeding may be by any manner permitted by law.

**7.9. Amendment.** This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Constituent Companies.

**7.10. Counterparts.** This Agreement may be executed in several counterparts, each of which is an original and all of which together constitute one and the same instrument.

**7.11. No Third-Party Rights.** Nothing expressed or referred to in this Agreement gives any person or entity other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement, and this Agreement and all of its provisions are for the sole and exclusive benefit of the parties to this Agreement and their successors and permitted assigns. The undersigned are signing this Agreement on the date stated in the introductory clause.

IN WITNESS THEREOF, the undersigned managers of the constituent entities hereby approve the provisions of the above Amended and Restated Agreement and Plan of Reorganization Merger into effect as of April 15, 2014.

GOLTSMAN ENGINES LLC

By: \_\_\_\_\_

Name: Sergey Gurin

Title: Manager

FUEL COMBUSTION TECHNOLOGIES INC.

By: \_\_\_\_\_

Name: Patrick Krick

Title: CEO

## CERTIFICATE OF MERGER

Pursuant to Section 608.4382 of the Florida Statutes, the undersigned Fuel Combustion Technologies Inc., a Florida Corporation and Goltmans Engines LLC, a Florida Limited Liability Company, hereby execute the following Certificate of Merger:

**FIRST:** The name of the Merged Corporation is Goltsman Engines LLC, a Florida Limited Liability Company.

**SECOND:** The name of the Surviving Corporation is Fuel Combustion Technologies Inc., a Florida Corporation.

**THIRD:** Both, the Merged Corporation and the Surviving Corporation are governed by the same Board of Directors.

**FOURTH:** The Board of Directors approved, certified, executed and acknowledged the merger of the Merged Corporation into the Surviving Corporation with the effective date on April 15, 2014.

**FIFTH:** On the effective date of the merger, the Merged Corporations shall cease to exist, and the Surviving Corporation shall continue to exist and carry out the business of the constituent corporations as a single entity.

**SIXTH:** The Merger Agreement is on file at the place of business of the Surviving Corporation located at 3732 SW 30<sup>th</sup> Ave, Suite 206, Fort Lauderdale, Florida 33312.

**SEVENTH:** A copy of the Merger Agreement will be furnished by the Surviving Corporation upon request, without cost, to any stockholder of the constituent corporations.

**IN WITNESS WHEREOF**, said surviving corporation has caused this Certificate to be signed by an authorized officer, as of April 15, 2014.

By: Patrick Krick  
Name: Patrick Krick  
Title: CEO of the Surviving Corporation