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MERGER OR SHARE EXCHANGE

UNITY ENVIROTECH LLC

Certificate of Status	0
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EXAMINER

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TALLAHASSEE, FLORIDA

**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>
Unity Envirotech LLC	Delaware	LLC
Environmental Technologies	L04000067289	
Capital Partners, LLC	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>
Unity Envirotech LLC	Delaware	LLC
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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.

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:

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:

c/o The Corporation Trust Company

1209 Orange Street, Wilmington, Delaware 19801

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: N/A

Mailing address: _____


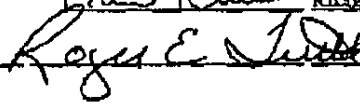
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b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595,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

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
ENVIORNMENTAL TECHNOLOGIES CAPITAL PARTNERS, LLC		Richard L. Ames
UNITY ENVIROTECH, LLC		Roger E. Tuttle

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
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

<u>Fees:</u> 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

<u>Certified Copy (optional):</u>	\$30.00
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TALLAHASSEE, FLORIDA

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is entered into as of June 30, 2009, by and between Environmental Technologies Capital Partners, LLC, a Florida limited liability company ("ETCP"), and Unity Envirotech LLC, a Delaware limited liability company ("Unity").

WHEREAS, ETCP is governed by that certain Limited Liability Company Agreement dated as of January 30, 2006, as amended (the "ETCP LLC Agreement") and the Florida Limited Liability Company Act (the "Florida LLC Act");

WHEREAS, Unity is governed by that certain amended and restated Limited Liability Company Agreement dated as of March 31, 2006, (the "Unity LLC Agreement") and the Delaware Limited Liability Company Act (the "Delaware LLC Act");

WHEREAS, ETCP is the sole member of Unity;

WHEREAS, the Managing Committee of ETCP and the directors appointed by the Class B Members representing a Supermajority of the Percentage Interests (as such terms are defined in the ETCP LLC Agreement) have determined that it is advisable for ETCP to merge with and into Unity, with Unity surviving (the "Merger"), have approved the Merger on the terms set forth herein, have approved the Amended and Restated Limited Liability Company Operating Agreement of the Surviving Entity (as defined below) effective as of the effective date of the Merger attached hereto as Exhibit B (the "New Unity LLC Agreement"), and have approved and adopted this Agreement;

WHEREAS, the sole member of Unity has determined that it is advisable for ETCP to merge with and into Unity, with Unity surviving the Merger, has approved the Merger on the terms set forth herein, has approved the New Unity LLC Agreement effective as of the effective date of the Merger, and has approved and adopted this Agreement.

NOW, THEREFORE, for good and valuable consideration and in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties, each intending to be legally bound hereby, agree as follows:

I. PLAN OF MERGER

1.1. Merger

Upon the terms and subject to the conditions hereof, and in accordance with the provisions of Section 18-209 of the Delaware LLC Act, ETCP shall be merged with and into Unity on the Closing Date (as defined below). Unity shall be the surviving entity of the Merger (the "Surviving Entity"), and the separate existence of ETCP shall cease as of the Closing Date.

The Surviving Entity shall continue its existence as a limited liability company under the laws of the State of Delaware.

1.2. Certificate of Merger; Closing Date

The Surviving Entity shall file a certificate of merger (the "Merger Certificate") in substantially the form attached hereto as Exhibit A with the Office of the Secretary of State of the State of Delaware in accordance with the provisions of Section 18-209 of Delaware LLC Act. Randolph E. Snow is hereby designated as an "authorized person" within the meaning of the Delaware LLC Act for the purpose of executing, delivering and filing the Merger Certificate. The parties contemplate that the Merger shall become effective on the date the Merger Certificate is filed (the "Closing Date").

1.3. Limited Liability Company Agreement

As a result of and effective as of the effective date of the Merger, the Unity LLC Agreement in effect prior to the Closing Date shall be replaced with the New Unity LLC Agreement, until amended in accordance with its terms or the Delaware LLC Act.

1.4. Members

The members of ETCP immediately prior to the Closing Date shall be the members of the Surviving Entity from and immediately after the Closing Date.

1.5. Limited Liability Company Interests

On the Closing Date, as a result of the Merger, (i) all of the limited liability company interests in Unity issued and outstanding immediately prior to the Closing Date shall be canceled and no consideration shall be payable in respect thereof; (ii) all of the limited liability company interests in ETCP issued and outstanding immediately prior to the Closing Date shall be converted into limited liability company interests in the Surviving Entity, in the same proportion and in the same classes as the limited liability company interests in ETCP immediately prior to the Closing Date, with the limited liability company interests in the Surviving Entity being set forth on Exhibit A of the New Unity LLC Agreement, and new limited liability company interest certificates in the Surviving Entity reflecting those interests shall be issued to the new members of the Surviving Entity; (iii) all limited liability company interest certificates in ETCP shall be cancelled; and (iv) the "Convertible Debentures", dated as of April and May 2009, of ETCP shall be converted into "Convertible Debentures" of the Surviving Entity, with equal principal amounts and accrued interest, with such new Convertible Debentures in the form of Exhibit E to the New Unity LLC Agreement, and new Convertible Debentures of the Surviving Entity shall be issued in exchange for outstanding Convertible Debentures of ETCP.

1.6. Succession to Rights and Liabilities

The Surviving Entity shall possess all of the rights, privileges, powers and franchises of each of ETCP and Unity, and all property, real, personal, and mixed, and all debts due to either ETCP and Unity on whatever account, as well as all other things and causes of action belonging to each of ETCP and Unity, shall be vested in the Surviving Entity and thereafter be the property of the Surviving Entity as they were of ETCP and Unity, respectively, and the title to any real estate vested by deed or otherwise in ETCP and Unity, shall not revert or be in any way impaired by reason of the Delaware LLC Act; but all rights of creditors and all liens upon any property of ETCP and Unity shall be preserved unimpaired, and all debts, liabilities, and duties of ETCP and Unity shall thenceforth attach to the Surviving Entity, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

2. MISCELLANEOUS

2.1. Assignment and Binding Effect

This Agreement and the rights and obligations of the parties hereunder may not be assigned by either party without the prior written consent of the other party hereto. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs, executors, administrators, legal representatives and assigns.

2.2. Governing Law

This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Delaware (excluding the choice of law rules thereof).

2.3. Waiver

No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege, or the exercise of any other right, power or privilege. No waiver shall be valid against any party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

2.4. Severability

If any part of any provision of this Agreement shall be invalid or unenforceable in any respect, such part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of such provision or the remaining provisions of this Agreement.

2.5. Further Assurances

In connection with this Agreement and the transactions contemplated hereby, each party shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions.

2.6. Counterparts

To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signatures of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a number of counterparts containing the respective signatures of, or on behalf of, all of the parties hereto.

2.7. Termination or Deferral

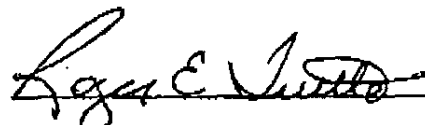
This Agreement may be terminated at any time prior to the Closing Date, or the time for the consummation of the Merger may be deferred, by the Managing Committee of ETCF or by the sole member of Unity, pursuant to and consistent with the provisions of Section 18-209 of the Delaware LLC Act.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement, or have caused this Agreement to be duly executed and delivered on their behalf, as of the day and year first above written.

**ENVIRONMENTAL TECHNOLOGIES CAPITAL
PARTNERS, LLC**

By: 
RICHARD L. ARNOS, Authorized Representative

UNITY ENVIROTECH LLC

By: 
Name: ROGER E. TUTTLE
Title: Chief Executive Officer

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