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TALLAHASSEE, FLORIDA

2011 FEB 18 PM 12:55

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C. LEWIS

FEB 23 2011

EXAMINER



FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS

Attached is a form to file Articles of Merger pursuant to section 607.1109 or 617.0302, Florida Statutes. This form is basic and may not meet all merger needs. The advice of an attorney is recommended.

**Filing Fees:** **\$35.00 Per Party**

**Certified Copy (optional):** **\$8.75**

Send one check in the total amount payable to the Florida Department of State.

Please include a cover letter containing your telephone number, return address and certification requirements, or complete the attached cover letter.

**Mailing Address**

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

**Street Address**

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

For further information, you may contact the Registration Section at (850) 245-6051.

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** Fuecotech, Inc  
Name of Surviving Party

Please return all correspondence concerning this matter to:

Sergey Gurin  
Contact Person

Fuecotech, Inc  
Firm/Company

P.O. Box 220830  
Address

Hollywood, FL 33022  
City, State and Zip Code

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

For further information concerning this matter, please call:

Sergey Gurin at ( 954 ) 663-1768  
Name of Contact Person Area Code and Daytime Telephone Number

Certified Copy (optional) \$8.75

**STREET ADDRESS:**  
Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**  
Registration Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**Articles of Merger  
For  
Florida Profit or Non-Profit Corporation**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109 or 617.0302, 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>
Fuecotech Inc <u>PD9000076269</u>	Florida	Corporation
Fuecotech Government Solutions	North Carolina	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>
Fuecotech Inc	Florida	Corporation

**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:

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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:

N/A

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**SEVENTH:** If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

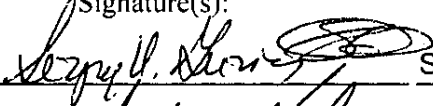
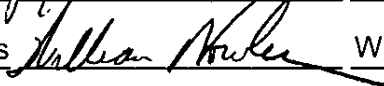
b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

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

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
Typed by: [unclear]  
Name of Individual:

Name of Entity/Organization:	Signature(s):	
Fuecotech Inc		Sergey Gurin
Fuecotech Government Solutions		William T Fowler

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

**Fees:** \$35.00 Per Party

**Certified Copy (optional):** \$8.75

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**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:

Please see attached

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*(Attach additional sheet if necessary)*

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the 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:

Please see attached

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*(Attach additional sheet if necessary)*



**FIFTH:** If a partnership is the survivor, the name and business address of each general partner is as follows:

Please see attached

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*(Attach additional sheet if necessary)*

**SIXTH:** If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

Please see attached

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*(Attach additional sheet if necessary)*

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

Please see attached

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*(Attach additional sheet if necessary)*

**EIGHTH:** Other provision, if any, relating to the merger are as follows:

Please see attached

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*(Attach additional sheet if necessary)*

**MERGER AGREEMENT**

among

**FUECOTECH INC.**  
A FLORIDA CORPORATION

and

**FUECOTECH GOVERNMENT SOLUTIONS, LLC**  
A NORTH CAROLINA LIMITED LIABILITY COMPANY

Effective Date: December 15, 2010

THIS MERGER AGREEMENT is entered effective as of December 15, 2010 ("Agreement") by and among FUECOTECH GOVERNMENT SOLUTIONS, a North Carolina Limited Liability Company ("Merger Sub") and FUECOTECH INC, a Florida Corporation ("Surviving Corporation").

**WITNESSETH**

WHEREAS, the Boards of Directors of the Surviving Corporation and the Merger Sub have each determined that it is in the best interests of their respective stockholders to merge the Merger Sub into the Surviving Corporation upon the terms and subject to the conditions set forth herein ("Merger");

WHEREAS, in furtherance of such merger, the Boards of Directors of the Merger Sub and the Surviving Corporation have each approved the Merger in accordance with the corporation laws of the applicable jurisdictions and upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Merger Sub and the Surviving Corporation hereby agree as follows:

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TALLAHASSEE, FLORIDA



## ARTICLE I. THE MERGER

### 1.01 Merger

At the Effective Time and subject to and upon the terms and conditions of this Agreement, the Merger Sub shall be merged with and into the Surviving Corporation, the separate corporate existence of the Merger Sub shall cease, and the separate corporate existence of the Surviving Corporation shall continue.

### 1.02 Effective Time

As promptly as practicable, the parties hereto shall cause the Merger to be consummated the filing of appropriate petitions with the Secretary of State of the State of Florida and the State of North Carolina, in such forms as required by the applicable jurisdiction, and executed in accordance with the relevant provisions of such applicable jurisdictions (the time of such filing shall be mutually agreed later upon time as may be set by the applicable jurisdiction "Effective Time").

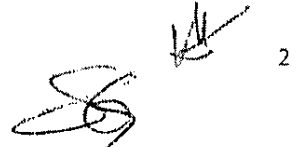
### 1.03 Effect of the Merger

At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of Florida Law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all the property, rights, privileges, powers and franchises 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.

### 1.04 Articles of Incorporation and Bylaws

(a) Articles of Incorporation. The Articles of Organization of the Merger Sub, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation until thereafter amended as provided by law.

(b) Bylaws. The Bylaws of Merger Sub, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation until thereafter amended as provided by law.

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### 1.05 Directors and Officers

The directors of Merger Sub immediately prior to the Effective Time shall become the directors of the Surviving Corporation, each to hold office in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation, in each case until their respective successors are duly elected or appointed and qualified.

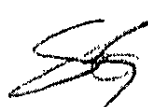

### 1.06 Effect on Capital Stock

At the Effective Time, by virtue of the Merger, Mr. William Terry Fowler ("Mr. Fowler") shall be granted the right to receive newly and validly issued, fully paid and non-assessable one million (1,000,000) shares of Common stock of the Surviving Corporation ("New Shares"), subject to the execution by Mr. Fowler the Common stock subscription documents as normally required by the Surviving Corporation. Each share of the Merger Sub held by Mr. Fowler and each share of the Merger Sub held by the Surviving Corporation and each share of the Merger Sub held in the treasury of the Merger immediately prior to the Effective Time shall be cancelled and extinguished without any conversion thereof.

### 1.07 Issuance of Stock Certificates

(a) Exchange Agent. The parties agree that no exchange agent shall be engaged into the transaction of issuance of New Shares.

(b) Exchange Procedures. Within 30 days after the Effective Time, the Surviving Corporation shall, in accordance with this Agreement, cause to be delivered to Mr. Fowler of the Private Placement Memorandum describing New Shares and the Common Stockholder Rights Agreement in the form normally used by the Surviving Corporation. Mr. Fowler shall carefully read the Private Placement Memorandum and execute the Common Stockholder Rights Agreement and then deliver such Common Stockholder Rights Agreement to the Surviving Corporation. Within 30 days after the receipt of duly executed Common Stockholder Rights Agreement, the Surviving Corporation shall issue four stock certificates, each for 250,000 Common Shares of the Surviving Corporation (the "Certificates").

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## ARTICLE II. REPRESENTATIONS AND WARRANTIES OF THE MERGER SUB

### 2.01 Organization, Authority and Qualification of the Merger Sub

The Merger Sub is a corporation duly organized, validly existing and in good standing under the laws of the State of North Carolina and has all necessary corporate power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on the Business as it has been and is currently conducted.

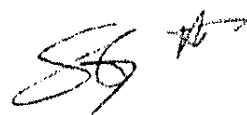
The Merger Sub has not taken any action that in any respect conflicts with, constitutes a default under or results in a violation of any provision of its Articles of Incorporation or Bylaws. True and correct copies of the Articles of Incorporation and Bylaws of the Company, each as in effect on the date hereof, have been made available or delivered by the Merger Sub to the Surviving Corporation. This Agreement has been duly executed and delivered by the Merger Sub, and constitutes a legal, valid and binding obligation of the Merger Sub enforceable in accordance with its terms except as such enforceability may be limited by principles of public policy and subject to the laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies.

### 2.02 No Subsidiaries

There are no other corporations, partnerships, joint ventures, associations or other similar entities in which the Merger Sub owns, of record or beneficially, any direct or indirect equity or other interest or any right (contingent or otherwise) to acquire the same.

### 2.03 No Options/Warrants Issued

There are no options, warrants, convertible securities, or other rights, agreements, arrangements or commitments of any character to which the Merger Sub is a party obligating the Merger Sub to issue or sell any shares of capital stock of, or any other interest in the Merger Sub.

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#### 2.04 No Proxies

There are no voting trusts, stockholder agreements, proxies or other agreements or understandings in effect with respect to the voting or transfer of any shares of capital stock of or any other interests in the Merger Sub.

#### 2.05 Corporate Books and Records

The complete and accurate copies of all the minute books and of the stock register of the Merger Sub have been made available by the Merger Sub to the Surviving Corporation.

#### 2.06 Governmental Consents and Approvals

The execution, delivery and performance of this Agreement by the Merger Sub does not and will not require any consent, approval, authorization or other order of, action by, filing with or notification to any Governmental Authority.

#### 2.07 No Undisclosed Liabilities

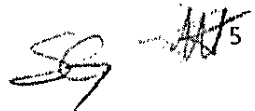
There are no Liabilities of the Merger Sub required by U.S. GAAP to be recognized or disclosed by the Merger Sub.

#### 2.08 Certain Interests

Except for the issuance of New Shares disclosed in Section 1.06, no officer or director of the Merger Sub and no relative or spouse (or relative of such spouse), any such officer or director has outstanding any material Indebtedness to the Merger Sub.

#### 2.09 Intellectual Properties

There is no complaint, action, suit, proceeding, hearing, investigation or demand pending or, to the Merger Sub's knowledge, threatened, which challenges the legality, validity, enforceability, or the Merger Sub's use or ownership of any of the Intellectual Property owned by the Merger Sub, to the Mr. Fowler's knowledge, licensed to the Merger Sub. Neither the Merger Sub nor Mr. Fowler has agreed to indemnify

Handwritten initials and a signature, possibly "SG" and "AJF", with a small "5" next to the signature.

any person for or against any interference, infringement, misappropriation, or other conflict with respect to any Intellectual Property of the Merger Sub or the Surviving Corporation.

#### 2.10 No Litigation

There are no pending or, to the knowledge of the Merger Sub, threatened litigation, suits, claims or enforcement actions against the Merger Sub with respect to any of its activities.

### **ARTICLE III. REPRESENTATIONS AND WARRANTIES OF SURVIVING CORPORATION**

#### 3.01 Organization and Authority

The Surviving Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has all necessary corporate power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby.

The execution and delivery of this Agreement by the Surviving Corporation, and the performance of its obligations hereunder and the consummation by each of the transactions contemplated hereby have been duly authorized by all requisite action on the part of the Surviving Corporation. This Agreement has been duly executed and delivered by the Surviving Corporation, and this Agreement constitutes a legal, valid and binding obligation of the Surviving Corporation enforceable against each in accordance with its terms except as such enforceability may be limited by principles of public policy and subject to the laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies.

#### 3.02 Governmental Consents and Approvals

The execution, delivery and performance of this Agreement by the Surviving Corporation will not require any consent, approval, authorization or other order of, action by, filing with, or notification to, any Governmental Authority.





### 3.03 No Litigation

There is no suit, action or proceeding pending or, to the knowledge of the Surviving Corporation, threatened against or affecting the Surviving Corporation.

## ARTICLE IV. TERMINATION AND SURVIVAL

### 4.01 Termination

This Agreement may not be terminated once executed by the parties.

### 4.02 Survival of Representations and Warranties

The representations and warranties of the Merger Sub and the Surviving Corporation contained in this Agreement shall survive the Effective Time.

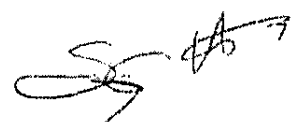
## ARTICLE V. GENERAL PROVISIONS

### 5.01 Expenses

Except as otherwise specified in this Agreement, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Effective Time shall have occurred.

### 5.02 Notices

All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by courier service, by facsimile, or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses:

A handwritten signature in black ink, appearing to be 'S. G. A.', is located in the bottom right corner of the page.

(a) if to the Merger Sub:

Fuecotech Government Solutions LLC

3505 Mavis Court

Fairfax, VA 22033

Attention: Mr. Terry Fowler

and

(b) if to the Surviving Corporation:

Fuecotech Inc.

P.O. Box 220830

Hollywood, FL 33022

Attention: Compliance Manager

#### 5.03 Public Announcements

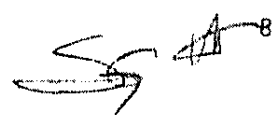
No party to this Agreement shall make, or cause to be made, any press release or public announcement in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without prior consent of the other party.

#### 5.04 Headings

The descriptive headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

#### 5.05 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith

Handwritten signature and initials in the bottom right corner of the page.

to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

#### 5.06 Entire Agreement

This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersedes all prior agreements and undertakings, both written and oral, between the Merger Sub and the Surviving Corporation with respect to the subject matter hereof and thereof.

#### 5.07 Assignment

This Agreement may not be assigned by operation of law or otherwise without the express written consent of the Surviving Corporation.

#### 5.08 No Third Party Beneficiaries

This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

#### 5.09 Amendment

This Agreement may not be amended or modified except (a) by an instrument in writing signed by, or on behalf of, the Merger Sub and the Surviving Corporation.

#### 5.10 Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida applicable to contracts executed in and to be performed entirely within that state.

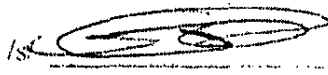


5.11 Counterparts

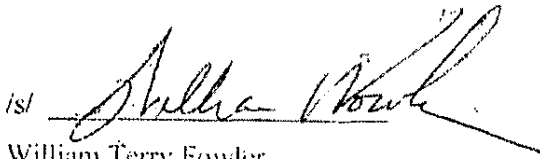
This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

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

**FUECOTECH, INC.**

By:   
Name: Sergey Gurin  
Title: President and Chief Operations Officer

**FUECOTECH GOVERNMENT SOLUTIONS LLC.**

By:   
Name: William Terry Fowler  
Title: Controlling Stockholder and Chief Operations Officer

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