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Florida Department of State  
Division of Corporations  
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**MERGER OR SHARE EXCHANGE**

**UNITED WATER ENVIRONMENTAL SERVICES INC.**

Certificate of Status	0
Certified Copy	1
Page Count	10
Estimated Charge	\$68.75

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**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>
United Water Florida Operations LLC	FL	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>
United Water Environmental Services Inc.	DE	Corp

**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:

December 31, 2009, 11:59 p.m.

**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 as follows:

2000 First State Blvd, Wilmington, DE 19804

**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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

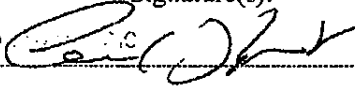

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TALLAHASSEE, FLORIDA

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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:
United Water Florida Operations LLC		Edward S. Imparato
United Water Environmental Services Inc		Thomas P. Benson

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- 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

<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>
United Water Florida Operations LLC	FL	LLC

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TALLAHASSEE, FLORIDA

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**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>
United Water Environmental Services Inc.	DE	Corp

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

See attached plan of merger

*(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 plan of merger

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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 plan of merger

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*(Attach additional sheet if necessary)*

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TALLAHASSEE FLORIDA

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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 plan of merger

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*(Attach additional sheet if necessary)*

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

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*(Attach additional sheet if necessary)*

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TALLAHASSEE, FLORIDA

**AGREEMENT AND PLAN OF MERGER**  
of  
**UNITED WATER FLORIDA OPERATIONS LLC**  
(a Florida limited liability company)  
and  
**UNITED WATER ENVIRONMENTAL SERVICES INC.**  
(a Delaware corporation)

**THIS AGREEMENT OF MERGER** (this "Agreement") is entered into on this 18<sup>th</sup> day of December, 2009, pursuant to Title 8, Section 264 of the Delaware General Corporation Law (the "DGCL") and Title XXXVI, Section 607.1107(1)(a) of the Florida Statutes Annotated (the "FL. Stat."), by and between United Water Florida Operations LLC, a Florida limited liability company ("UWFO LLC") and United Water Environmental Services Inc., a Delaware corporation ("UWES").

**WHEREAS**, UWFO LLC is to be the terminating entity in the merger provided for herein; and

**WHEREAS**, United Water Inc. ("UWI") the sole shareholder of UWFO LLC, is also the sole shareholder of UWES; and

**WHEREAS**, United Water Environmental Services Inc., a corporation formed under the laws of the State of Delaware, is to be the surviving corporation in the merger provided for herein; and

**WHEREAS**, the sole member of UWFO LLC has consented to, authorized, approved and adopted this Agreement and the merger of UWFO LLC with and into UWES upon the terms and conditions hereinafter set forth in order to streamline operations and provide administrative efficiencies; and

**WHEREAS**, the Board of Directors and sole shareholder of UWES have authorized, approved and adopted this Agreement and the merger of UWFO LLC with and into UWES upon the terms and conditions hereinafter set forth in order to streamline operations and provide administrative efficiencies; and

**WHEREAS**, for Federal income tax purposes it is intended that the distribution of capital occur pursuant to Section 311 of the Internal Revenue Code of 1986, as amended (the "Code") and that the contribution of capital occur pursuant to Section 351 of the Code.

**NOW, THEREFORE**, in consideration of the premises and of the mutual agreement of the parties hereto:

1. UWFO LLC shall be merged with and into UWES, a Delaware corporation, pursuant to Title 8, Section 264 of the DGCL and the FL. Stat. (the "Merger").



2. Upon the effective date and time of the Merger, the separate existence of UWFO LLC shall cease pursuant to the provisions of the DGCL and the FL. Stat., and UWES shall continue its existence as the surviving corporation pursuant to the provisions of the DGCL.

3. The Certificate of Incorporation and bylaws of UWES, each as in effect on and the effective date and time of the Merger, shall be the Certificate of Incorporation and bylaws of UWES as the surviving corporation in the Merger, and shall remain in full force and effect until duly amended or modified in the manner provided therein and in the DGCL. Neither the Certificate of Incorporation nor the bylaws of UWES are or shall be amended in any respect by this Agreement.

4. The directors and officers of the UWES in office on and at the effective date and time of the Merger shall be the directors and officers of UWES as the surviving corporation in the Merger, and shall continue to serve and hold their respective directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the operating agreement of UWES as the surviving corporation.

5. When the Merger takes effect: (i) the limited liability company interests of UWFO LLC shall not be converted or exchanged in any manner, but all of the limited liability company interests of UWFO LLC that are outstanding immediately prior to the effective date and time of the Merger shall, at the effective date and time of the Merger, be surrendered and extinguished without consideration; and (ii) the outstanding capital shares of the capital stock of UWES shall not be converted or exchanged in any manner, but all of the shares of the capital stock of UWES that are outstanding when the Merger takes effect shall, at the effective date and time of the Merger, remain outstanding. UWT's financial interest in UWES immediately following the merger shall be the aggregate of its financial interests in UWFO LLC and UWES immediately prior to the merger.

6. Notwithstanding the full approval and adoption of this Agreement of Merger, this Agreement of Merger may be terminated at any time prior to the effective time and date of the Merger by the filing of any requisite termination/abandonment documents with the Secretary of State of the State of Delaware.

7. The merger provided for herein shall become effective on December 31, 2009 at 11:59 PM.

8. UWFO LLC and UWES shall promptly (but in no event later than December 31, 2009) execute a Certificate of Merger satisfying the requirements of the DGCL and cause such certificate to be filed with the Secretary of State of the State of Delaware.

9. The parties hereto agree that for U.S. Federal income tax purposes it is intended that the distribution of capital occur pursuant to Section 311 of the Code and that the contribution of capital occur pursuant to Section 351 of the Code.

10. UWFO LLC and UWES shall use their best efforts to take all such action as may

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be necessary or appropriate to effectuate the Merger under the DGCL. If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement and 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 the Surviving Corporation or UWES, UWFO LLC, its officers or other authorized persons of the Surviving Corporation are authorized to take any such necessary or desirable actions including the execution, in the name and on behalf of the Surviving Corporation or UWES, of all such deeds, bills of sale, assignments and assurances.

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COUNTY OF DALLAS  
CASE NO. 09-11111


11. This Agreement may be amended by the parties hereto at any time before or after approval of the Agreement by the shareholders of UWES, but after such shareholder approval, no amendment shall be made which by law requires the further approval of such shareholders without obtaining such further approval. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

12. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

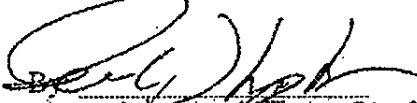
13. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

IN WITNESS WHEREOF the undersigned parties have executed this Agreement as of the first date above written.

UNITED WATER ENVIRONMENTAL SERVICES INC.

By:   
Name: Thomas P. Brown  
Title: President

UNITED WATER FLORIDA OPERATIONS LLC

  
Name: Edward J. Imparato  
Title: Senior Vice President