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(Requestor's Name)

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(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

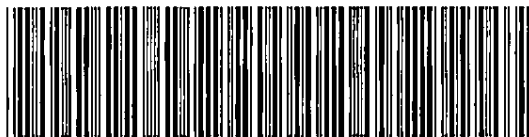
\_\_\_\_\_  
(Business Entity Name)

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(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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*Manager*  
R. WHITE  
JAN 02 2018

**GRAY | ROBINSON**  
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ORLANDO  
TALLAHASSEE  
TAMPA

December 29, 2017

**VIA HAND DELIVERY**

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

Re: Two Separate Filings for Single Stream Recyclers, LLC:  
(1) Certificate of Conversion to a FL LLC (plus Articles of Organization)  
(2) Articles of Merger

To Whom It May Concern:

**FILE 1<sup>st</sup>**

Enclosed for filing is an original and two copies of **Articles of Conversion for Other Business Entity into a Florida LLC** with attached "**Exhibit A**," which is the **Articles of Organization for a Florida LLC** for the entity, Single Stream Recyclers, LLC. Please file these articles and issue a certified copy.

**This filing must be effective as of December 31, 2017 at 11:59 p.m.**

Also enclosed is our firm's check in the amount of \$180.00 for the filing fee of \$150 (certificate of conversion and articles of organization) and the \$30 fee to obtain a certified copy of the filing. Attached to this check is a return envelope to send us the certified copy.

**FILE 2<sup>nd</sup>**

Also enclosed for filing is an original and one copy of **Articles of Merger** with attached "**Exhibit A**", the **Plan of Merger**. Please file these Articles AFTER the above-referenced Articles of Conversion have been filed.

**This filing must be effective as of January 1, 2018 at 12:01 a.m.**

The merging LLC is SSR Properties, LLC, a Florida LLC, and the surviving entity is Single Stream Recyclers, LLC, a Florida LLC (which became a Florida LLC after the above conversion filing effective as of Dec. 31, 2017).

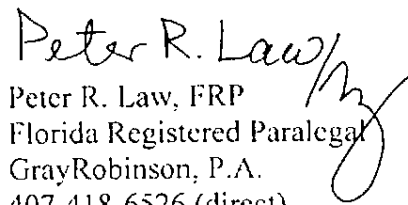
Florida Division of Corporations  
December 29, 2017  
Page 2

Also enclosed is our firm's check in the amount of \$50.00 for the merger filing fee (\$25 per party).

Email address for Annual Report reminders: [John@trashman.us](mailto:John@trashman.us)

Upon receipt of this letter, please date-stamp the copies of this letter and the Articles of Conversion and Articles of Merger attached, and contact me as soon as possible if you have any questions or require any additional information. Thank you for your assistance.

Sincerely,

  
Peter R. Law, FRP  
Florida Registered Paralegal  
GrayRobinson, P.A.  
407-418-6526 (direct)  
[peter.law@gray-robinson.com](mailto:peter.law@gray-robinson.com)

Enclosures

cc: W. Michael Clifford, Esq. (w/ encl., via email)  
Mike Whittle, CPA (w/ encl., via email)  
John Hansen (w/encls. via email: [John@trashman.us](mailto:John@trashman.us))

ARTICLES OF MERGER  
*Merging*  
SSR PROPERTIES, LLC  
*With And Into*  
SINGLE STREAM RECYCLERS, LLC

FILED

17 DEC 29 AM 11:26

CLERK OF DISTRICT COURT  
JANUARY 1, 2018

These Articles of Merger ("Articles of Merger") are submitted in order to merge SSR Properties, LLC, a Florida limited liability company, with and into Single Stream Recyclers, LLC, a Florida limited liability company (the "Merger"), in accordance with Chapter 605, Florida Statutes (the Florida Revised Limited Liability Company Act referred to herein as the "Act"):

**ARTICLE I**  
**Merging LLC**

The exact name, type of entity, and jurisdiction for the **merging** party (the "Merging LLC") are as follows:

<b><u>Name</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Form/Entity Type</u></b>
SSR Properties, LLC	Florida	Limited Liability Company (manager managed)

**ARTICLE II**  
**Surviving Entity**

The exact name, type of entity and jurisdiction for the **surviving** party (the "Survivor Company") are as follows:

<b><u>Name</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Form/Entity Type</u></b>
Single Stream Recyclers, LLC	Florida	Limited Liability Company (manager managed)

**ARTICLE III**  
**Approval and Plan of Merger**

The Plan of Merger pursuant to which the Merging LLC shall be merged with and into the Survivor Company (the "Plan of Merger") is attached hereto as **Exhibit A** and is incorporated herein and made a part hereof by this reference. In accordance with the applicable provisions of the Act, the Merger and the Plan of Merger were approved by: (i) the Merging LLC, (ii) the Survivor Company, and (iii) the Members of the Merging LLC and the Surviving Company by Unanimous Written Consent by each of the Merging Company and the Surviving Company effective the 1<sup>st</sup> day of January, 2018, at 12:01 a.m.

**ARTICLE IV**  
**No Changes to Survivor Company's Existing Articles of Organization**

The Survivor Company exists before the Merger and is a domestic filing entity. In accordance with the Plan of Merger, the Articles of Organization of the Survivor Company in effect immediately prior to the Effective Time (defined below) shall remain in effect immediately following the Merger.

**ARTICLE V**  
**Appraisal Rights**

Under the Act, the Survivor Company is required to, and has agreed to pay any Member of the Merging LLC with appraisal rights the amount to which such Member is entitled under the Act, if any. The only Members of the Merging LLC immediately prior to the Merger are John R. Hansen and Eric S. Konic, who are also the only Members of the Survivor Company, and neither Member has demanded nor asserted appraisal rights in connection with this Merger.

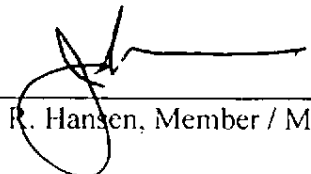
**ARTICLE VI**  
**Effective Time**

The Merger and these Articles of Merger shall be effective as of 12:01 a.m. on January 1, 2018.

IN WITNESS WHEREOF, these Articles of Merger are dated the 21 day of December, 2017, effective 12:01 a.m. on January 1, 2018.

**MERGING LLC:**

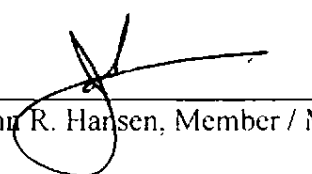
**SSR PROPERTIES, LLC**, a Florida limited liability company

  
\_\_\_\_\_  
John R. Hansen, Member / Manager

\_\_\_\_\_  
Eric S. Konic, Member / Manager

**SURVIVOR COMPANY:**

**SINGLE STREAM RECYCLERS, LLC**, a Florida limited liability company

  
\_\_\_\_\_  
John R. Hansen, Member / Manager

\_\_\_\_\_  
Eric S. Konic, Member / Manager

**ARTICLE IV**  
**No Changes to Survivor Company's Existing Articles of Organization**

The Survivor Company exists before the Merger and is a domestic filing entity. In accordance with the Plan of Merger, the Articles of Organization of the Survivor Company in effect immediately prior to the Effective Time (defined below) shall remain in effect immediately following the Merger.

**ARTICLE V**  
**Appraisal Rights**

Under the Act, the Survivor Company is required to, and has agreed to pay any Member of the Merging LLC with appraisal rights the amount to which such Member is entitled under the Act, if any. The only Members of the Merging LLC immediately prior to the Merger are John R. Hansen and Eric S. Konic, who are also the only Members of the Survivor Company, and neither Member has demanded nor asserted appraisal rights in connection with this Merger.

**ARTICLE VI**  
**Effective Time**

The Merger and these Articles of Merger shall be effective as of 12:01 a.m. on January 1, 2018.

IN WITNESS WHEREOF, these Articles of Merger are dated the 21 day of December, 2017, effective 12:01 a.m. on January 1, 2018.

**MERGING LLC:**

**SSR PROPERTIES, LLC**, a Florida limited liability company

\_\_\_\_\_  
John R. Hansen, Member / Manager



\_\_\_\_\_  
Eric S. Konic, Member / Manager

**SURVIVOR COMPANY:**

**SINGLE STREAM RECYCLERS, LLC**, a Florida limited liability company

\_\_\_\_\_  
John R. Hansen, Member / Manager



\_\_\_\_\_  
Eric S. Konic, Member / Manager

**EXHIBIT A**  
**PLAN OF MERGER**  
*Merging*  
**SSR PROPERTIES, LLC**  
*With And Into*  
**SINGLE STREAM RECYCLERS, LLC**

This Plan of Merger (the "Plan of Merger") was adopted and approved by the Members and Managers of each limited liability company party to the merger, in accordance with Chapter 605, Florida Statutes (the Florida Revised Limited Liability Company Act, referred to herein as the "Act"):

**ARTICLE 1**

The exact name, type of entity and jurisdiction of the **merging** party is as follows (the "Merging LLC"):

<b><u>Name</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Form/Entity Type</u></b>
SSR Properties, LLC	Florida	Limited Liability Company (manager managed)

**ARTICLE 2**

The exact name, type of entity and jurisdiction of the **surviving entity** is as follows (the "Survivor Company"):

<b><u>Name</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Form/Entity Type</u></b>
Single Stream Recyclers, LLC	Florida	Limited Liability Company (manager managed)

**ARTICLE 3**

3.1 **The Merger.** The Merging LLC shall merge with and into Survivor Company (with such merger referred to herein as the "Merger") at the Effective Time (as defined below). From and after the Effective Time, the separate existence of the Merging LLC shall cease, and the Survivor Company shall continue as the surviving entity in the Merger and shall further continue its legal existence under the laws of the State of Florida.

3.2 **Effective Time.** The Merging LLC and the Survivor Company will cause Articles of Merger to be filed with the Florida Department of State in such form as required by, and executed in accordance with, the relevant provisions of the Act. The Merger shall become effective as of 12:01 a.m. on January 1, 2018 (the "**Effective Time**").

3.3 **Additional Action.** The Survivor Company shall, at any time after the Effective Time, take any necessary or desirable action, including executing and delivering any document,

in the name and on behalf of the Merging LLC or the Survivor Company, in order to vest or to perfect or confirm of record in the Survivor Company the title to any property, rights (including contract rights), privileges, powers, licenses, and franchises of the Merging LLC or the Survivor Company.

#### **ARTICLE 4**

4.1 **Relationship of Merging Parties.** Both the Survivor Company and the Merging LLC are owned by the same parties in the same ownership percentages (the "Common Owners").

4.2 **Manner and Basis of Converting Interests Generally.** Since the Merger is between two (2) entities which share the same owners with the same ownership percentages, no membership interests of the Merging LLC need be converted, and at the Effective Time each of the Merging LLC's membership interests issued and outstanding immediately prior thereto (each a "Merging LLC Interest") shall, by virtue of the Merger and without any action on the part of any holder thereof, be surrendered and canceled.

4.3 **Effect on Survivor Company's Interests.** As of the Effective Time, each issued and outstanding membership interest of the Survivor Company shall remain issued and outstanding, shall be unaffected by the Merger, and shall remain and constitute all of the Survivor Company's issued and outstanding membership interests, all of which shall be owned by the Common Owners.

4.4 **No Conversion of Rights to Acquire.** Since there were no rights to acquire any interests of the Merging LLC or the Survivor Company outstanding prior to the Effective Time, no conversion of such rights is necessary.

4.5 **Miscellaneous.**

(a) Except as otherwise explicitly set forth in this Article, no interest, dividends, or other distributions shall be payable with respect to any Merging LLC Interest in connection with the Merger.

(b) From and after the Effective Time, no Merging LLC Interest shall be deemed issued or outstanding, and the holders thereof shall cease to have any rights with respect thereto, except as provided herein or by the Act. At the Effective Time, no actual surrender of any certificates or other indicia of ownership of a Merging LLC Interest will be required; instead, from and after the Effective Time, all Merging LLC Interests shall be deemed for all purposes surrendered and canceled.

(c) At the Effective Time, the transfer books for the Merging LLC shall be closed and no transfer of Merging LLC Interests shall thereafter be made.

#### **ARTICLE 5**

5.1 **Rights and Obligations of the Merging LLC.** By virtue of the Merger, and in



accordance with and insofar as permitted by the applicable provisions of the Act, from and after the Effective Time: (i) the Survivor Company shall possess all rights, privileges and powers of the Merging LLC, (ii) all property and assets of the Merging LLC, including all contract rights, shall vest in the Survivor Company without any further act or deed, and (iii) the Survivor Company shall assume and be liable for all liabilities and obligations of the Merging LLC.

5.2 **Survivor Company Articles of Organization.** The Articles of Organization of the Survivor Company in effect immediately prior to the Effective Time shall be and remain the Articles of Organization of the Survivor Company immediately following the Merger.

5.3 **Survivor Company Operating Agreement.** As of the Effective Time, the Survivor Company shall adopt a new Operating Agreement with provisions reflecting its tax classification for Federal Income Tax purposes as an S corporation.

5.4 **Merging LLC Organizational Documents.** The Articles of Organization, Operating Agreement and all other organizational documents, agreements and instruments relating to the Merging LLC shall be deemed terminated as of the Effective Time.

## **ARTICLE 6**

6.1 **Amendment.** The Merging LLC and the Survivor Company may, by mutual consent, amend this Plan of Merger prior to the Effective Time; provided, however, that an amendment made subsequent to obtaining the requisite approval of this Plan of Merger by the Members and Managers of the Merging LLC and Survivor Company shall be subject to any restrictions contained in the Act. No amendment of any provision of this Plan of Merger shall be valid unless the same shall be in writing and approved by the Members and Managers of the Merging LLC.

6.2 **Termination.** This Plan of Merger may be terminated and the Merger and other transactions herein provided for may be abandoned at any time prior to the Effective Time (whether before or after requisite approval of the Plan of Merger has been obtained from the Merging LLC and the Survivor Company) upon mutual written consent of the Merging LLC and the Survivor Company.

6.3 **Member Approval.** The respective obligations of the Merging LLC and the Survivor Company to effect the Merger shall be subject to the Merging LLC and the Survivor Company obtaining the requisite approval of the Members and Managers of the Merging LLC and the Survivor Company, all as required by the Act, prior to the Effective Time.

6.4 **Filing of the Merger Documents.** After obtaining the requisite approvals required by the Act, the Members, Managers and/or officers of the Survivor Company and the Merging LLC are hereby authorized and directed to cause Articles of Merger and all other required documents, if any, to be executed, filed and recorded and all other required action to be taken in order to consummate the Merger as of the Effective Time.