

M100000004729

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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CC
M. K. Lyle

JUL 09 2021

I ALBRITTON

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Water Recovery, LLC

Name of Surviving Party

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

Please return all correspondence concerning this matter to:

Nathan McLellan

Contact Person

Moran Environmental Recovery, LLC

Firm/Company

75D York Avenue

Address

Randolph, MA 02368

City, State and Zip Code

nmclellan@moranenvironmental.com

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

For further information concerning this matter, please call:

Jonathan R. Black

at (781) 740-4250

Name of Contact Person

Area Code

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



RECEIVED

2021 JUN 30 AM 11:45

FLORIDA DEPARTMENT OF STATE
Division of Corporations

June 16, 2021

NATHAN MCLELLAN
MORAN ENVIRONMENTAL RECOVERY, LLC
75D YORK AVENUE
RANDOLPH, MA 02368

SUBJECT: WATER RECOVERY, LLC
Ref. Number: M10000004729

We have received your document for WATER RECOVERY, LLC and your check(s) totaling \$80.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

As a condition of a merger, pursuant to s.605.0212(8) and/or s.607.1622 (8), Florida Statutes, each party to the merger must be active and current in filing its annual reports with the Department of State through December 31 of the calendar year in which the articles of merger are submitted for filing.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Irene Albritton
Regulatory Specialist II

Letter Number: 221A00013551

LAW OFFICE
OF
JONATHAN R. BLACK, P.C.

10 CORDAGE PARK CIRCLE
SUITE 224
PLYMOUTH, MA 02360

(781) 740-4250
email: jonathan.black@lawyer.com

April 26, 2021

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

Re: Merger of 1819 Albert Street, LLC into Water Recovery, LLC

Dear Sir or Madam:

Enclosed please find executed original Articles of Merger and Agreement and Plan of Merger for the merger of 1819 Albert Street, LLC, a Florida limited liability company ("Albert Street"), into Water Recovery, LLC, a Delaware limited liability company ("Water Recovery") registered to do business in Florida. Albert Street and Water Recovery are wholly owned subsidiaries of Moran Environmental Recovery, LLC, a Delaware limited liability company.

I also enclose a check in the amount of \$80.00 for the two limited liability companies (\$25.00 each) and for a certified copy of the merger documents (\$30.00). An addressed, stamped envelope is enclosed for the certified copies.

Please call me if you require any additional information or have any questions.

Very truly yours,


Jonathan R. Black, P.C.

JRB/tm
Enclosures

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

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, 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> |
|-------------------------|---------------------|-------------------------|
| Water Recovery, LLC | DE | LLC |
| 1819 Albert Street, 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> |
|---------------------|---------------------|-------------------------|
| Water Recovery, LLC | DE | LLC |

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

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ET: ED

FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)

- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☐ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: If other than the date of filing, the delayed 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:

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

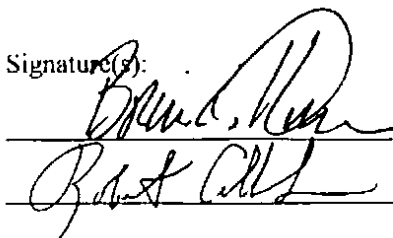
SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:

Water Recovery, LLC

1819 Albert Street, LLC

Signature(s):



Typed or Printed

Name of Individual:

Brian J. House

Robert J. Callahan

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 an authorized person

| | | | | |
|---------------------|-------------------------------------|---------|--|---------|
| <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 |

AGREEMENT AND PLAN OF MERGER

1819 ALBERT STREET LLC

A FLORIDA LIMITED LIABILITY COMPANY

WITH AND INTO

WATER RECOVERY, LLC

A DELAWARE LIMITED LIABILITY COMPANY

THIS AGREEMENT AND PLAN OF MERGER (hereinafter called the "Agreement") is made and entered into this 21st day of April, 2021, by and between 1819 Albert Street, LLC, a Florida limited liability company ("Albert Street") and Water Recovery, LLC, a Delaware limited liability company ("Water Recovery"), concerning the merger of Albert Street with and into Water Recovery.

WHEREAS, Albert Street is a limited liability company duly organized and existing under the laws of the State of Florida, having been organized as Water Recovery, Inc. on July 27, 1999 and converted to a limited liability company on December 24, 2009; and

WHEREAS, Water Recovery is a limited liability company duly organized and existing under the laws of the State of Delaware, having been organized on October 19, 2010; and

WHEREAS, the authorized membership interests of Albert Street consist of 1,000 ownership interests, of which 1,000 ownership interests are issued and are outstanding, and all of which ownership interests are owned by Moran Environmental Recovery, LLC, a Delaware limited liability company ("Moran"); and

WHEREAS, the authorized ownership interests of Water Recovery consist of 1,000 ownership interests, of which 1,000 ownership interests are issued and outstanding, and all of which ownership interests are owned by Moran; and

WHEREAS, Moran, as the sole member of Albert Street and Water Recovery, deems it advisable for the general welfare and advantage of the companies to merge into a single company pursuant to this Agreement with Water Recovery as the surviving company, and the companies respectively desire to so merge pursuant to this Agreement, pursuant to the applicable provisions of the Florida Limited Liability Company Act and pursuant to Section 368(a) of the Internal Revenue

Code of 1986, as amended (the "Code") and has adopted resolutions authorizing and directing said merger.

NOW, THEREFORE. in consideration of these premises and of the mutual agreements herein contained, the parties hereby agree, in accordance with the applicable provisions of the laws of the State of Florida, that Albert Street shall be merged with and into Water Recovery and that Water Recovery shall continue its corporate existence and shall be the limited liability company surviving the merger (hereinafter sometimes the "Surviving Company"), and that the terms and conditions of the merger hereby agreed upon, which the parties covenant to observe, keep and perform, and the mode of carrying the same into effect, are and shall be as hereafter set forth:

Article One. Consummation of this Agreement shall be effected at such time as set forth in the Articles of Merger to be filed with the Secretary of State of Florida (hereinafter the "Effective Time" of the merger), all after satisfaction of the respective requirements of the applicable laws of the State of Florida prerequisite to such filing. At the Effective Time of the merger, the separate existence of Albert Street shall cease and it shall be merged with and into Water Recovery. At the Effective Time, the name of the Surviving Company shall be Water Recovery, LLC.

Article Two. The laws which are to govern the Surviving Company are the laws of the State of Delaware. The Certificate of Organization of Water Recovery (hereinafter the "Certificate of Organization") shall be and remain the Certificate of Organization of the Surviving Company and shall continue in full force and effect until otherwise amended or altered in accordance with applicable laws.

Article Three. The LLC Agreement of the Surviving Company shall remain in effect following the merger and shall remain unchanged until the same may be amended or altered at some future time in accordance with the provisions thereof. The LLC Agreement of Albert Street shall terminate at the Effective Time.

Article Four. The officers and managers of the Surviving Company shall remain in office following the merger until their respective successors are duly qualified and elected. The officers and managers of Albert Street shall resign at the Effective Time.

Article Five. The methods of carrying into effect the merger provided in this Agreement are as follows:

Albert Street Ownership Interests. At the Effective Time, the outstanding ownership interests of Albert Street shall be cancelled by Moran and shall cease to exist.

Article Six. At the Effective Time, the Surviving Company shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers and franchises both of a public and a private nature, and shall be subject to all the restrictions, disabilities, and duties, of Albert Street; and all the rights, privileges, immunities, powers and franchises of Albert Street and all property, real, personal or mixed; and all debts due to Albert Street on whatever account, for all other things in action or belonging to Albert Street, shall be vested in the Surviving Company; and all property, rights, privileges, immunities, powers and franchises, and all and every

other interest shall be thereafter be the property of the Surviving Company, and the title to any real estate vested by deed or otherwise in Albert Street shall not revert to Albert Street or be in any way impaired by reason of the merger; provided, however that all rights of creditors and all liens upon any property of Albert Street shall be preserved unimpaired, limited in lien to the property affected by such liens at the Effective Time of the merger, and all debts, liabilities and duties of Albert Street shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if its debts, liabilities and duties had been incurred or contracted by the Surviving Company.

Article Seven. The assets and liabilities of Albert Street as of the Effective Time of the merger shall be taken up on the books of the Surviving Company at the amounts at which they shall be carried at the Effective Time on the books of Albert Street.

Article Eight. This Agreement and Plan of Merger has been approved by Moran, the sole member of each of Albert Street and Water Recovery. Moran, Albert Street and Water Recovery hereby waive any notice and mailing requirement for this Agreement and Plan of Merger.

Article Nine. If at any time the Surviving Company shall conclude or be advised that any further assignment or assurance in law or other action is necessary or desirable to vest, perfect, or confirm, of record or otherwise, in the Surviving Company, the title to any property or rights of Albert Street acquired or to be acquired by or as a result of the Merger, the officers and managers, together, of the companies shall be and they hereby are severally and fully authorized to execute and deliver such properties, assignments and assurances in law and to take such other action as may be necessary or proper to vest, perfect or confirm title to such property or rights in the Surviving Company and otherwise carry out the purposes of this Agreement.

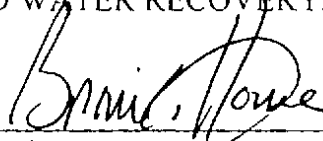
Article Ten. Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated in the event and at any time before the Effective Time, by the mutual consent of the boards of managers of each of Albert Street and Water Recovery. It is anticipated that this Agreement may be terminated and abandoned in the event circumstances arise prior to the Effective Time which would indicate that the transactions contemplated hereby are not in compliance with applicable federal and state securities laws, or that the merger would not be deemed a tax-free transaction for United States income tax purposes as described more fully hereafter, or if any action or proceeding before any court or other governmental body or agency shall have been instituted or threatened to restrain or prohibit the merger and it is deemed advisable not to proceed with the merger. Upon any such termination and abandonment, neither party shall have any liability or obligation hereunder to the other party.

Article Eleven. If prior to the Effective Time the board of officers or managers of Albert Street and Water Recovery determine that some nonsubstantive amendment or alteration to this Agreement is needed solely for the purpose of complying with the applicable corporate laws of the State of Florida, or the applicable income tax laws of the United States, or the applicable federal or state securities laws, then one or more of the officers and managers of Albert Street and Water Recovery shall be, and hereby are, authorized to make such amendment to this Agreement as shall be deemed necessary by them to satisfy such applicable requirements; and in this regard the said

officers shall be protected from liability so long as their actions and decisions are made by them in good faith.

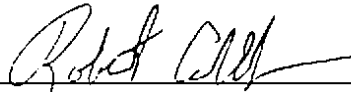
IN WITNESS WHEREOF, the foregoing Agreement and Plan of Merger has been duly executed by officers and managers of Albert Street, Water Recovery and Moran as a sealed instrument, all as of the day, month and year first above written and the said Agreement and Plan of Merger having been duly approved and adopted by the sole member of Albert Street and Water Recovery in the manner provided by the laws of the State of Florida.

MORAN ENVIRONMENTAL RECOVERY, LLC,
SOLE MEMBER OF 1819 ALBERT STREET, LLC
AND WATER RECOVERY, LLC



By: Brian J. House
Its: President

WATER RECOVERY, LLC



By: Robert J. Callahan
Its: Vice President, Treasurer

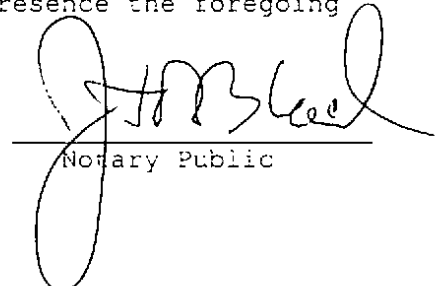
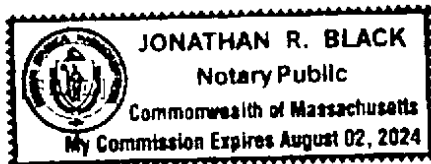
1819 ALBERT STREET, LLC



By: Brian J. House
Its: President

COMMONWEALTH OF MASSACHUSETTS

On this 21st day of April, 2021, before me in Randolph, Massachusetts, the undersigned notary public, personally appeared Brian J. House and Robert J. Callahan proved to me through satisfactory evidence of identification, which were Massachusetts driver licenses, to be the persons whose names are on the preceding document and voluntarily signed in my presence the foregoing instrument for its stated purpose.


Notary Public