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(Requestor's Name)

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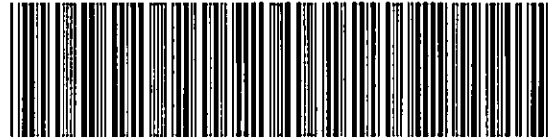
Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

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FILED

2021 OCT 14 AM 9:16

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DEC 14 2021

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FLORIDA DEPARTMENT OF STATE
Division of Corporations

2021 OCT 25 PM 8:02

October 25, 2021

ROBERT CALLAHAN
MORAN ENVIRONMENTAL RECOVERY, LLC
75D YORK AVENUE
RANDOLPH, MA 02368 US

SUBJECT: WATER RECOVERY, LLC
Ref. Number: M10000004729

We have received your document for WATER RECOVERY, LLC, however, upon receipt of your document no check was enclosed. Please return your **document** along with a **check** or **money order** made payable to the Department of State for \$80.00.

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) 245-6823.

Annette Ramsey
OPS

Letter Number: 121A00025935

MORAN ENVIRONMENTAL RECOVERY, LLC

75D YORK AVENUE, RANDOLPH, MA 02368

MAIN: 781.815.1100 FAX: 781.815.1104

WWW.MORANENVIRONMENTAL.COM



2021 OCT 11 AM 8:16
October 6, 2021

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

Re: Merger of DLAC/WRI, L.L.C. 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 DLAC/WRI, L.L.C., a Florida limited liability company ("DLAC"), into Water Recovery, LLC, a Delaware limited liability company ("Water Recovery"). Water Recovery is registered to conduct business in Florida. DLAC and Water Recovery are wholly owned subsidiaries of Moran Environmental Recovery, LLC, a Delaware limited liability company, also registered to conduct business in Florida.

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,

Robert Callahan

Senior Vice President

Moran Environmental Recovery, LLC



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:

Robert Callahan

Contact Person

Moran Environmental Recovery, LLC

Firm/Company

75D York Avenue

Address

Randolph, MA 02368

City, State and Zip Code

rcallahan@moranenvironmental.com

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

For further information concerning this matter, please call:

Jonathan R. Black

Name of Contact Person

at (781) 740-4250

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

Articles of Merger
For
Florida Limited Liability Company

FILED

2021 OCT 14 AM 9:16

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
DLAC/WRI, L.L.C.	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).

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:	Signature(s):	Typed or Printed Name of Individual:
Water Recovery, LLC		Robert J. Callahan
DLAC/WRI, L.L.C.		Nathan McLellan

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

**CONSENT OF BOARD OF MANAGERS
WITHOUT MEETING**

DLAC/WRI, L.L.C.

The undersigned, constituting all of the members of the Board of Managers of DLAC/WRI, L.L.C., a Florida limited liability company ("DLAC"), in accordance with the Florida Revised Limited Liability Company Act and the Amended and Restated Limited Liability Company Agreement of DLAC, hereby consent to and adopt the following resolutions:

WHEREAS, the Board of Managers of DLAC deems it to be in the best interests of DLAC to merge DLAC and Water Recovery, LLC (the "Company") into a single company and to designate the Company as the surviving company,

NOW, THEREFORE, it is

RESOLVED, that the merger of DLAC with and into the Company, with the Company to be designated as the surviving company (the "Merger") be and it hereby is approved; and it is further

RESOLVED, that the Articles of Merger and the Agreement and Plan of Merger substantially in the form attached hereto as Exhibit A and Exhibit B respectively, be and they hereby are hereby authorized and approved; and it is further

RESOLVED, that DLAC hereby waives any mailing requirement for the Agreement and Plan of Merger; and it is further

RESOLVED, that Robert Callahan the Vice President and Treasurer of DLAC (an "Authorized Signatory") be and hereby is authorized and directed for and on behalf of DLAC to effectuate the Merger in accordance with the Agreement and Plan of Merger with such changes in form or text as the Authorized Signatory so acting deems necessary or desirable, such action by such Authorized Signatory to be conclusive evidence of authorization thereof, and it is further

RESOLVED, that the Authorized Signatory be, and hereby is authorized and directed, for and on behalf of DLAC, to execute such other and further documents, to make or cause to be made such payments and to do such things as, in the opinion of the Authorized Signatory so acting, is necessary or desirable to effectuate the intent and purposes of the Merger and the foregoing resolutions, such action by such Authorized Signatory to be conclusive evidence of authorization hereof; and it is further

RESOLVED, that all actions heretofore taken by the Authorized Signatory in connection with the matters addressed in any of the foregoing resolutions be, and they hereby are, ratified, approved and confirmed as the acts and deeds of DLAC.

This Consent of Board of Managers Without Meeting may be executed in one or more counterparts, each of which shall be deemed an original instrument and all of which together shall constitute a single Consent.

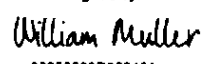
IN WITNESS WHEREOF, we have duly executed this Consent of Board of Managers Without Meeting effective this 4th day of October 2021.

DLAC/WRI, LLC

DocuSigned by:

CD2F0DC5C43B480

EDWARD J. TREGURTHA
MANAGER

DocuSigned by:

08252590D05246A

WILLIAM P. MULLER
MANAGER

Exhibit A

Articles of Merger

Exhibit B

Agreement and Plan of Merger

**CONSENT OF BOARD OF MANAGERS
WITHOUT MEETING**

WATER RECOVERY, L.L.C

The undersigned, constituting all of the members of the Board of Managers of Water Recovery, L.L.C. a Delaware limited liability company (the "Company"), in accordance with the Florida Revised Limited Liability Company Act and the Amended and Restated Limited Liability Company Agreement of the Company, hereby consent to and adopt the following resolutions:

WHEREAS, the Board of Managers of the Company deems it to be in the best interests of the Company to merge DLAC/WRI, L.L.C. ("DLAC"), a Florida limited liability company, and the Company into a single limited liability company and to designate the Company as the surviving company

NOW, THEREFORE, it is

RESOLVED, that the merger of DLAC with and into the Company, with the Company to be designated as the surviving company (the "Merger") be and it hereby is approved; and it is further

RESOLVED, that the Articles of Merger and the Agreement and Plan of Merger substantially in the form attached hereto as Exhibit A and Exhibit B respectively, be and they hereby are hereby authorized and approved; and it is further

RESOLVED, that the Company hereby waives any mailing requirement for the Agreement and Plan of Merger; and it is further

RESOLVED, that the Senior Vice President of the Company (an "Authorized Signatory") be and hereby is authorized and directed for and on behalf of the Company to effectuate the Merger in accordance with the Agreement and Plan of Merger with such changes in form or text as the Authorized Signatory so acting deems necessary or desirable, such action by such Authorized Signatory to be conclusive evidence of authorization thereof; and it is further

RESOLVED, that the Authorized Signatory be, and hereby is authorized and directed, for and on behalf of the Company, to execute such other and further documents, to make or cause to be made such payments and to do such things as, in the opinion of the Authorized Signatory so acting, is necessary or desirable to effectuate the intent and purposes of the Merger and the foregoing resolutions, such action by such Authorized Signatory to be conclusive evidence of authorization hereof; and it is further

RESOLVED, that all actions heretofore taken by the Authorized Signatory in connection with the matters addressed in any of the foregoing resolutions be, and they hereby are, ratified, approved and confirmed as the acts and deeds of the Company.

This Consent of Board of Managers Without Meeting may be executed in one or more counterparts, each of which shall be deemed an original instrument and all of which together shall constitute a single Consent.

IN WITNESS WHEREOF, we have duly executed this Consent of Board of Managers Without Meeting effective this 4th day of October 2021.

WATER RECOVERY, LLC

DocuSigned by:

Edward Tregurtha

C02F00C5C73B460

EDWARD J. TREGURTHA
MANAGER

DocuSigned by:

William Muller

08252560D05278A

WILLIAM P. MULLER
MANAGER

Exhibit A
Articles of Merger

Exhibit B
Agreement and Plan of Merger

**CONSENT OF SOLE MEMBER
WITHOUT MEETING**

MORAN ENVIRONMENTAL RECOVERY, LLC

The undersigned, Moran Environmental Recovery, LLC, a Delaware limited liability company ("MER"), being the sole member of DLAC/WRI, L.L.C., a Florida limited liability company ("DLAC") and of Water Recovery, LLC, a Delaware limited liability company (the "Company"), hereby consents to and adopts the following resolutions:

WHEREAS, MER, as sole member of the Company, deems it to be in the best interests of the Company to merge DLAC/WRI, L.L.C. ("DLAC") and the Company into a single limited liability company and to designate the Company as the surviving company,

NOW, THEREFORE, it is

RESOLVED, that the merger of DLAC with and into the Company, with the Company to be designated as the surviving company (the "Merger") be and it hereby is approved; and it is further

RESOLVED, that the Articles of Merger and the Agreement and Plan of Merger substantially in the form attached hereto as Exhibit A and Exhibit B respectively, be and they hereby are hereby authorized and approved; and it is further

RESOLVED, that MER hereby waives any mailing requirement for the Agreement and Plan of Merger; and it is further

RESOLVED, that Robert Callahan, Senior Vice President of the Company (an "Authorized Signatory") be and hereby is authorized and directed, for and on behalf of the Company and DLAC, respectively, to effectuate the Merger in accordance with the Agreement and Plan of Merger with such changes in form or text as the Authorized Signatory so acting deems necessary or desirable, such action by the Authorized Signatory to be conclusive evidence of authorization hereof, and it is further

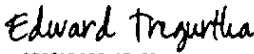
RESOLVED, that the Authorized Signatory be, and hereby is authorized and directed, for and on behalf of the Company and DLAC, respectively, to execute such other and further documents, to make or cause to be made such payments and to do such things as, in the opinion of the Authorized Signatory so acting, is necessary or desirable to effectuate the intent and purposes of the Merger and the foregoing resolutions, such action by such Authorized Signatory to be conclusive evidence of authorization hereof; and it is further

RESOLVED, that all actions heretofore taken by the Authorized Signatory in connection with the matters addressed in any of the foregoing resolutions be, and they hereby are, ratified, approved and confirmed as the acts and deeds of the Company and DLAC.

This Consent of Sole Member Without Meeting may be executed in one or more counterparts, each of which shall be deemed an original instrument and all of which together shall constitute a single Consent.

IN WITNESS WHEREOF, we have duly executed this Consent of Sole Member Without Meeting effective this 4th day of October 2021.

MORAN ENVIRONMENTAL RECOVERY, LLC

DocuSigned by:

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EDWARD J. TREGURTHA
MANAGER

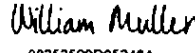
DocuSigned by:

08252590D05246A ..
WILLIAM P. MULLER
MANAGER

Exhibit A
Articles of Merger

Exhibit B
Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

DLAC/WRI, L.L.C.

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 6th day of October, 2021, by and between DLAC/WRI, L.L.C., a Florida limited liability company ("DLAC") and WATER RECOVERY, LLC, a Delaware limited liability company ("Water Recovery"), concerning the merger of DLAC with and into Water Recovery.

WHEREAS, DLAC is a limited liability company duly organized and existing under the laws of the State of Florida, having been organized on July 28, 1999; 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, 2020; and

WHEREAS, the authorized membership interests of DLAC consist of 100 ownership interests, of which 100 ownership interests are issued and are outstanding, and all of which ownership interests are owned by Moran Environmental Recovery, LLC ("Moran"), a Delaware limited liability company whose address is 251 Levy Road, Atlantic Beach, FL 32233.

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.

WHEREAS, Moran, as the sole member of DLAC 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, the applicable Amended and Restated Limited Liability Company Agreements, the applicable provisions of the Florida Revised Limited Liability

Company Act and 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 DLAC 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 DLAC 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 Florida. 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 Amended and Restated Limited Liability Company Agreement ("LLC Agreement") of the Surviving Company shall remain in effect following the merger and shall remain unchanged. The Amended and Restated Limited Liability Company Agreement of DLAC 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 elected and qualified in accordance with the LLC Agreement. The officers and managers of DLAC shall resign at the Effective Time.

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

1. DLAC Ownership Interests. At the Effective Time, the outstanding ownership interests of DLAC shall be cancelled by Water Recovery.

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 DLAC; and all the rights, privileges, immunities, powers and franchises of DLAC and all property, real, personal or mixed; and all debts due to DLAC on whatever account, for all other things in action or belonging to DLAC, 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 DLAC shall not revert to DLAC 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 DLAC shall be preserved and shall remain attached to the property(ies) affected by such liens at the Effective Time of the merger, and all debts, liabilities and duties of DLAC 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 DLAC as of the Effective Time of the merger shall be taken up on the books of the Surviving Company at the same amounts at which they were carried on the books of DLAC at the Effective Time.

Article Eight. Moran owns 100% of the issued and outstanding ownership interests of its subsidiaries Water Recovery and DLAC and this Agreement and Plan of Merger has been approved unanimously by the members of Water Recovery, Moran and DLAC. Moran hereby waives any notice or mailing requirement for this Agreement and Plan of Merger.

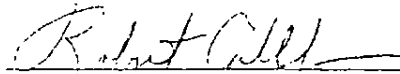
Article Nine. If at any time the Surviving Company shall conclude or be advised that any further assignment or assurance in law or other action is necessary or desirable to vest, perfect, or confirm, of record or otherwise, in the Surviving Company, the title to any property or rights of DLAC acquired or to be acquired by or as a result of the merger, the officers and managers of the Surviving Company shall be 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 DLAC and Water Recovery. It is anticipated that this Agreement may be terminated and abandoned in the event that circumstances arise prior to the Effective Time that indicate that the transactions contemplated hereby are not in compliance with applicable federal and state laws, or that the merger would not be deemed a tax-free transaction for United States income tax purposes, 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 DLAC 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, 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 DLAC and Water Recovery are hereby authorized to make such amendment to this Agreement as shall be deemed necessary by them to satisfy such 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.

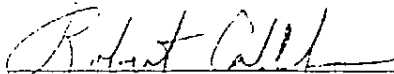
IN WITNESS WHEREOF, the foregoing Agreement and Plan of Merger has been duly executed by officers and managers of DLAC, Water Recovery and Moran as a sealed instrument, all as of the day, month and year first above written and the said Agreement and Plan of Merger having been duly approved and adopted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

MORAN ENVIRONMENTAL RECOVERY, LLC,
SOLE MEMBER OF DLAC AND WATER RECOVERY



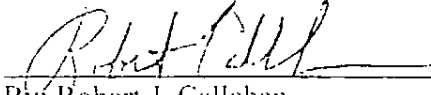
By: Robert J. Callahan
Its: Senior Vice President

WATER RECOVERY, LLC



By: Robert J. Callahan
Its: Senior Vice President

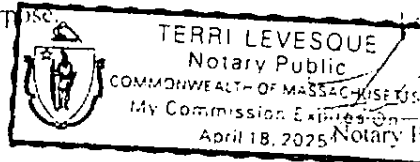
DLAC/WRI, L.L.C.



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

COMMONWEALTH OF MASSACHUSETTS

On this 6th day of October, 2021, before me in Randolph, Massachusetts, the undersigned notary public, personally appeared Robert J. Callahan proved to me through satisfactory evidence of identification, which was a Massachusetts driver license, to be the person whose name is on the preceding document and voluntarily signed in my presence the foregoing instrument for its stated purpose.



[SEAL]