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(Requestor's Name)

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(City/State/Zip/Phone #)

☐ PICK-UP

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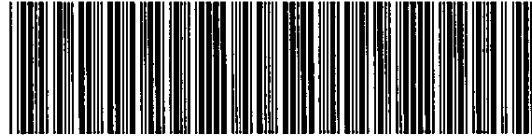
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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06/29/16--01018--002 **70.00

EFFECTIVE DATE

6-30-16

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
2016 JUN 29 AM 10:37

JUL 6 2016

C LEWIS



Via Overnight Delivery

June 28, 2016

Florida Department of State
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Re: Merger: Jacksonville Pollution Control, Inc. into Drummac, Inc. (Surviving Corporation)

Dear Sir/Madam:

The enclosed Articles of Merger Agreement, Plan of Merger and check payable to the Florida Department of State for \$70.00 fee are submitted for filing.

Please return all correspondence concerning this matter to:

Robert J. Callahan
Moran Environmental Recovery, LLC
75D York Avenue
Randolph, MA 02368
rcallahan@moranenvironmental.com

For further information concerning this matter, please call me at 781-815-1105.

With best wishes.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert J. Callahan", is written over a horizontal line. Below the signature, the name "Robert J. Callahan" is printed in a standard sans-serif font.

Robert J. Callahan

RJC/
Enclosures

ARTICLES OF MERGER
(Profit Corporations)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATION

2016 JUN 29 AM 10:38

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Drummac, Inc.	Florida	P95000051285

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Jacksonville Pollution Control, Inc.	Florida	K88730

EFFECTIVE DATE

6-30-16

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR June 30 2016 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

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.

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on _____.

The Plan of Merger was adopted by the board of directors of the surviving corporation on June 27, 2016 and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on _____.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on June 27, 2016 and shareholder approval was not required.

(Attach additional sheets if necessary)

PLAN OF MERGER
(Non Subsidiaries)

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DIVISION OF CORPORATIONS

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The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation:

Name

Jurisdiction

Moran Environmental Recovery, LLC

Delaware

Second: The name and jurisdiction of each merging corporation:

Name

Jurisdiction

Drummac, Inc.

Florida

Jacksonville Pollution Control, Inc.

Florida

Third: The terms and conditions of the merger are as follows:

See attached Agreement and Plan of Merger

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

(Attach additional sheets if necessary)

AGREEMENT AND PLAN OF MERGER

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
2016 JUN 29 AM 10:38

JACKSONVILLE POLLUTION CONTROL, INC.

A FLORIDA CORPORATION

WITH AND INTO

DRUMMAC, INC.

A FLORIDA CORPORATION

THIS AGREEMENT AND PLAN OF MERGER (hereinafter called the "Agreement") is made and entered into this 27th day of June, 2016, by and between JACKSONVILLE POLLUTION CONTROL, INC., a Florida corporation ("JPC") and DRUMMAC, INC., a Florida corporation ("Drummac"), concerning the merger of JPC with and into Drummac.

WHEREAS, JPC is a corporation duly organized and existing under the laws of the State of Florida, having been incorporated on May 17, 1989; and

WHEREAS, Drummac is a corporation duly organized and existing under the laws of the State of Florida, having been incorporated on June 30, 1995 and its Articles of Incorporation amended on September 14, 1995; and

WHEREAS, the authorized capital stock of JPC consists of 1,000 shares of common stock, of which 1,000 shares are issued and are outstanding, and all of which shares are owned by Moran Environmental Recovery, LLC, a Delaware limited liability company ("Moran"); and

WHEREAS, the authorized capital stock of Drummac consists of 300,000 shares of common stock, of which 50,000 shares are issued and outstanding, and all of which shares are owned by Moran;

WHEREAS, Moran, as the sole shareholder of both JPC and Drummac, deems it advisable for the general welfare and advantage of the corporations to merge into a single corporation pursuant to this Agreement with Drummac as the surviving corporation, and the corporations respectively desire to so merge pursuant to this Agreement, pursuant to the applicable provisions of the Business Corporation Act of the State of Florida 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 JPC, shall be merged with and into Drummacc and that Drummacc shall continue its corporate existence and shall be the corporation surviving the merger (hereinafter sometimes the "Surviving Corporation"), 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 JPC shall cease and it shall be merged with and into Drummacc. At the Effective Time, the name of the Surviving Corporation shall be Drummacc, Inc.

Article Two. The laws which are to govern the Surviving Corporation are the laws of the State of Florida. The Certificate of Incorporation of Drummacc (hereinafter the "Certificate of Incorporation") shall be and remain the Certificate of Incorporation of the Surviving Corporation and shall continue in full force and effect until otherwise amended or altered in accordance with applicable laws.

Article Three. The bylaws of the Surviving Corporation 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 bylaws of JPC shall terminate at the Effective Time.

Article Four. The officers and directors of the Surviving Corporation shall remain in office following the merger until their respective successors are duly elected and qualified. The officers and directors of JPC shall resign at the Effective Time.

Article Five. The method of carrying into effect the merger provided in this Agreement, and the manner and basis of converting the shares of JPC into shares of the Surviving Corporation, are as follows:

1. JPC; Cancellation of Shares. At the Effective Time, the shares of common stock of JPC issued and outstanding shall be cancelled.
2. Surrender of Certificates. No later than such date as is reasonably selected by the corporate secretary of Drummacc, and in all events no later than the Effective Date, each holder of stock certificates representing shares of common stock of JPC issued and outstanding at the Effective Time shall surrender such shares for exchange to the Surviving Corporation, and, as provided above, shall then be cancelled.

Article Six. At the Effective Time, the Surviving Corporation 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 JPC; and all the rights, privileges, immunities, powers and franchises of JPC and all property, real, personal or mixed; and all debts due to JPC on whatever account, for stock subscriptions as well as for all other things in action or belonging to JPC, shall be vested in the Surviving Corporation; and all property, rights, privileges, immunities, powers and franchises, and all and every other interest shall be thereafter be the property of the Surviving Corporation, and the title to any real estate vested by deed or otherwise in JPC shall not revert to JPC 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 JPC 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 JPC shall thenceforth attach to the Surviving Corporation 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 Corporation.

Article Seven. The assets and liabilities of JPC as of the Effective Time of the merger shall be taken up on the books of the Surviving Corporation or Moran, in accordance with Exhibit A hereto, at the amounts at which they shall be carried at the Effective Time on the books of JPC.

Article Eight. Moran owns 100% of the issued and outstanding common stock of its subsidiaries JPC and Drummac and this Agreement and Plan of Merger does not require the approval of the shareholders of Moran, JPC or Drummac pursuant to Section 607.1104 of the Florida Business Corporation Act. Moran hereby waives the mailing requirement for this Agreement and Plan of Merger as sole shareholder of both JPC and Drummac.

Article Nine. If at any time the Surviving Corporation 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 Corporation, the title to any property or rights of JPC acquired or to be acquired by or as a result of the merger, the presidents and secretaries, together, of the corporations 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 Corporation and otherwise carry out the purposes of this Agreement.

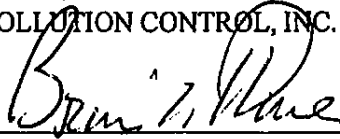
Article Ten. Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated in the event and at any time before the Effective Time, by the mutual consent of the boards of directors of each of JPC and Drummac. It is anticipated that this Agreement may be terminated and 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 directors of JPC or Drummac 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 of JPC and Drummac 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.

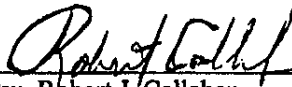
IN WITNESS WHEREOF, the foregoing Agreement and Plan of Merger has been duly executed by the President of JPC and Drummac as a sealed instrument, all as of the day, month and year first above written and the said Agreement and Plan of Merger having been duly approved and adopted by the sole shareholder of JPC and Drummac in the manner provided by the laws of the State of Florida.

MORAN ENVIRONMENTAL RECOVERY, LLC,
SOLE SHAREHOLDER OF JACKSONVILLE
POLLUTION CONTROL, INC. AND DRUMMAC, INC.



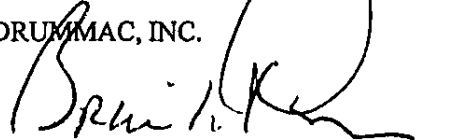
By: Brian J. House
Its: Chief Executive Officer and Manager

JACKSONVILLE POLLUTION CONTROL, INC.



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

DRUMMAC, INC.



By: Brian J. House
Its: President, Director and Secretary

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COMMONWEALTH OF MASSACHUSETTS

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DIVISION OF CORPORATIONS

2016 JUN 29 AM 10:38

On this 27th day of June, 2016, 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

[SEAL]

Exhibit A

Distribution of Assets and Liabilities of JPC

The following Assets of JPC with be assigned to Moran as of the Effective Date:

- Cash
- Trade Accounts Receivable
- Costs in Excess of Billings (i.e., any revenue earned, but not yet billed to a JPC customer as of the Effective Date)
- Security Deposits
- Property, Plant and Equipment

The following Assets of JPC with remain with the Surviving Corporation as of the Effective Date:

- Goodwill
- The Unamortized balance of all Other Intangible Assets
- Any Deferred Income Tax Assets

The following Liabilities of JPC with be assigned to Moran as of the Effective Date:

- Accounts Payable
- Other Accrued Liabilities due in the ordinary course of business

The following Liabilities of JPC with remain with the Surviving Corporation as of the Effective Date:

- All Current and Deferred Income Tax Liabilities