

COMMONWEALTH OF KENTUCKY
ARTICLES OF MERGER

OF
PETTIT ENVIRONMENTAL, INC.
(a Kentucky corporation)
INTO
MORAN ENVIRONMENTAL RECOVERY, LLC
(a Delaware limited liability company)

June 30, 2023

Pursuant to Section 271B.11-080 of the Kentucky Revised Statutes:

FIRST: The names and jurisdictions of formation or incorporation of each of the constituent business entities which are to merge are:

<u>Name</u>	<u>Jurisdiction</u>
Pettit Environmental, Inc.	Kentucky
Moran Environmental Recovery, LLC	Delaware

SECOND: The name of the surviving business entity is Moran Environmental Recovery, LLC (“Moran Environmental Recovery”).

THIRD: The agreement and plan of merger entered into by Pettit Environmental, Inc. (“Pettit Environmental”) and Moran Environmental Recovery is attached hereto as Exhibit A (the “Plan of Merger”).

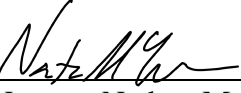
FOURTH: The Plan of Merger has been duly authorized and approved by each constituent business entity in accordance with the laws applicable to each such business entity.

FIFTH: Moran Environmental Recovery hereby agrees that it may be served with process in the Commonwealth of Kentucky in any proceeding for enforcement of any obligation of Pettit Environmental, as well as for enforcement of any obligation of Moran Environmental Recovery arising from the merger.

SIXTH: Moran Environmental Recovery hereby appoints the Secretary of State of the Commonwealth of Kentucky as its agent for service of process in any proceeding, and the address to which a copy of such process shall be mailed to Moran Environmental Recovery by the Secretary of State of the Commonwealth of Kentucky is 75D York Avenue, Randolph, MA 02368.

IN WITNESS WHEREOF, the undersigned have each executed this Articles of Merger, to be effective as of the date first written above.

PETTIT ENVIRONMENTAL, INC.

By: 
Name: Nathan McLellan
Title: Secretary

MORAN ENVIRONMENTAL RECOVERY, LLC

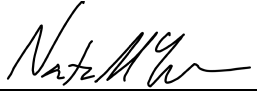
By: 
Name: Nathan McLellan
Title: Secretary

Exhibit A

Agreement and Plan of Merger

[See attached.]

**AGREEMENT AND PLAN OF
MERGER OF
PETTIT ENVIRONMENTAL, INC.
(a Kentucky corporation)
INTO
MORAN ENVIRONMENTAL RECOVERY, LLC
(a Delaware limited liability company)**

This Agreement and Plan of Merger (the “Plan of Merger”) is entered into effective as of June 30, 2023 (the “Effective Date”), by and between Pettit Environmental, Inc., a Kentucky corporation (the “Pettit Environmental”), and Moran Environmental Recovery, LLC, a Delaware limited liability company (the “Moran Environmental Recovery”).

WHEREAS, in accordance with the applicable state limited liability company act or corporate act, the parties to this Plan of Merger desire to have Pettit Environmental merge with and into Moran Environmental Recovery (the “Merger”) on the terms and conditions set forth herein.

NOW THEREFORE BE IT RESOLVED, that in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Constituent Business Entities.

- (a) The names of the constituent business entities which are to merge are (i) “Moran Environmental Recovery, LLC”, which was organized in and under the laws of the State of Delaware, and (ii) “Pettit Environmental, Inc.”, which was organized in and under the laws of the Commonwealth of Kentucky.
- (b) The name of the surviving limited liability company is “Moran Environmental Recovery, LLC”.

2. Terms and Conditions of the Merger.

- (a) Assets. All rights, title and interest to all of the assets owned by Pettit Environmental shall be owned by Moran Environmental Recovery without reversion or impairment and without further act or deed, but subject to any and all existing liens or encumbrances thereon.
- (b) Liabilities and Obligations. All liabilities and obligations of Pettit Environmental shall be the liabilities and obligations of Moran Environmental Recovery without impairment or diminution by reason of the Merger.

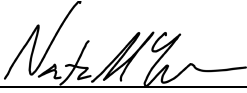
- (c) Claims, Actions and Proceedings. Effective as of the Effective Date, and without the necessity of any further action, any claim, existing action, or proceeding pending by or against Pettit Environmental may be prosecuted to judgment by or against Moran Environmental Recovery.
 - (d) Creditors and Liens. Neither the rights of creditors nor any liens upon the property of Pettit Environmental shall be impaired by the transactions contemplated by this Plan of Merger.
 - (e) EIN. Moran Environmental Recovery will continue to use the employer identification number of Moran Environmental Recovery following the Merger.
3. **Effective Time of the Merger; Authorized Person.** The Merger shall become effective at such time and on such date as a Certificate of Merger with respect to Moran Environmental Recovery is filed with the Delaware Secretary of State (the “Effective Time”). Nathan McLellan is hereby appointed as an Authorized Person for both Pettit Environmental and Moran Environmental Recovery, for purposes of execution and delivery of the Kentucky Articles of Merger and Delaware Certificate of Merger.
4. **Conversion of Interests.** Upon the Effective Time, by virtue of the Merger and without any action on the part of the holder of any shares of Pettit Environmental or membership interests of Moran Environmental Recovery:
- (a) The shares in Pettit Environmental issued and outstanding immediately prior to the Effective Time shall automatically be cancelled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and
 - (b) The membership interests of Moran Environmental Recovery issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding and owned by the owners of such membership interests as of immediately prior to the Effective Time.
5. **Certificate of Formation and LLC Agreement.** The Certificate of Formation and the Limited Liability Company Agreement of Moran Environmental Recovery, each in effect on the Effective Date, shall not be changed, altered or amended in any manner by this Plan of Merger, and shall remain the Certificate of Formation and the Limited Liability Company Agreement, respectively, of Moran Environmental Recovery until changed, altered or amended as provided in accordance with the terms and provisions set forth therein or pursuant to the Delaware Limited Liability Company Act (the “DLLCA”).
6. **Managers and Officers.** The managers and officers of Moran Environmental Recovery immediately prior to the Effective Date shall be the managers and officers of Moran Environmental Recovery from and after the Effective Date and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the Limited

Liability Company Agreement of Moran Environmental Recovery or as otherwise provided by the DLLCA.


7. **Members and Managers Not Personally Liable.** Notwithstanding any provision to the contrary in this Plan of Merger, none of the members or managers of Moran Environmental Recovery shall individually or collectively become liable for the liabilities or obligations of any other person as a result of the transactions contemplated hereby.
8. **Governing Law.** This Plan of Merger shall be governed by and construed and interpreted in accordance with the substantive laws of the State of Delaware, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction.
9. **Successors and Assigns.** This Plan of Merger shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
10. **No Third-Party Beneficiaries.** This Plan of Merger is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Plan of Merger.
11. **Headings.** The headings in this Plan of Merger are for reference only and shall not affect the interpretation of this Plan of Merger.
12. **Amendment and Modification; Waiver.** This Plan of Merger may only be amended, modified or supplemented by an Plan of Merger in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving.
13. **Severability.** If any term or provision of this Plan of Merger is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Plan of Merger or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Plan of Merger so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
14. **Multiple Counterparts.** This Plan of Merger may be signed in any number of facsimile or original counterparts each of which shall be considered an original and all of which, when taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the undersigned have each executed this Plan of Merger to be effective as of the Effective Date.

PETTIT ENVIRONMENTAL, INC.

By: 
Name: Nathan McLellan
Title: Secretary

MORAN ENVIRONMENTAL RECOVERY, LLC

By: 
Name: Nathan McLellan
Title: Secretary