

Filing Fee \$100.00

**State of Rhode Island and Providence Plantations**  
OFFICE OF THE SECRETARY OF STATE

**BUSINESS DIVISION  
CORPORATIONS  
100 NORTH MAIN STREET  
PROVIDENCE, RI 02903**

☒ Merger

☐ Consolidation

RECEIVED  
SECRETARY OF STATE  
CORPORATIONS DIV.  
MAY 2 11 21 AM '96

**ARTICLES OF MERGER OR CONSOLIDATION**

Pursuant to the provisions of Chapter 7-16 of the General Laws, 1956, as amended, the undersigned entities adopt the following Articles of Merger or Consolidation for the purpose of merging or consolidating them into one entity:

**FIRST:** The constituent entities to the merger or consolidation are as follows:

<u>Entity Name</u>	<u>Entity Type</u>	<u>Jurisdiction of Formation Of Organization*</u>
(80644) NETCO Energy Recovery, Limited Partnership	Limited Partnership	Delaware
(75046) TGH Project Development, LLC	Limited Liability Company	Rhode Island

**SECOND:** The surviving entity of this merger/the resulting entity of this consolidation is as follows:

<u>Entity Name</u>	<u>Entity Type</u>	<u>Jurisdiction of Formation*</u>
NETCO Energy Recovery, Limited Partnership	Limited Partnership	Delaware

\*Include Rhode Island or other state identification numbers.

**FILED**

MAY 2 1996

By [Signature]  
160813

THIRD: If a merger and the name of the survivor is being changed pursuant to the plan of merger,  
what is the prior name: .....  
what is the new name: No change.....

FOURTH: The plan of merger or consolidation attached as Exhibit A was approved by each of  
the undersigned entities:

(Attach Plan of Merger or Consolidation complying with §7-16-60)

FIFTH: The Plan of Merger or Consolidation has been duly authorized and approved by each  
constituent entity.

SIXTH: The effective date of the merger or consolidation, if later than the date of filing of these  
Articles of Merger or Consolidation, is: May 3, 1996 (not more than 30 days  
after the filing of these Articles of Merger or Consolidation).

Dated April 30, 1996. NETCO Energy Recovery, Limited Partnership  
(name of entity)

By: NETCO Energy Recovery Systems, Inc.

Its General Partner (Title)

By Paul A. Tietz

Its President (Title)

TGH Project Development, LLC  
(name of entity)

By Paul A. Tietz

Its Member (Title)

By .....

Its ..... (Title)

**PLAN OF MERGER**

**PLAN OF MERGER** (this "Agreement"), dated as of this 9th day of April, 1996, pursuant to Section 7-16-60 of the Limited Liability Company Act of the State of Rhode Island, by and between TGH Project Development, LLC, a Rhode Island limited liability company (the "Merging LLC"), and NETCO Energy Recovery, Limited Partnership, a Delaware limited partnership (the "Surviving Limited Partnership").

**WITNESSETH:**

WHEREAS, the Merging LLC and the Surviving Limited Partnership desire to merge into a single limited partnership as hereinafter specified (the "Merger"); and

WHEREAS, the surviving limited partnership of the Merger shall be NETCO Energy Recovery, Limited Partnership.

NOW, THEREFORE, the parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said Merger and mode of carrying the same into effect as follows:

FIRST: The name of the Merging LLC is TGH Project Development, LLC  
The name of the Surviving Limited Partnership is NETCO Energy Recovery, Limited Partnership.

SECOND: The Merging LLC shall be merged with and into the Surviving Limited Partnership, which Surviving Limited Partnership shall be the surviving entity of the Merger.

THIRD: The Certificate of Limited Partnership of the Surviving Limited Partnership, as in effect as of the date hereof, shall continue in full force and effect as the Certificate of Limited Partnership of the limited partnership surviving the Merger.

**FOURTH:** Upon the effectiveness of the Merger provided for herein:

- (a) Each issued and outstanding membership interest of the Merging LLC shall be canceled and no membership interests shall be issued in lieu thereof;
- (b) All partnership interests of the Surviving Limited Partnership immediately prior to the effective time of the Merger shall continue to be issued and outstanding partnership interests of the Surviving Limited Partnership;
- (c) No partnership interests shall be issued to the members of the LLC upon cancellation of the membership interests upon consummation of the Merger; and
- (d) Upon consummation of the Merger, the Surviving Limited Partnership shall pay in cash the amount of Ten Dollars (\$10.00) to each member of the LLC.

**FIFTH:** The other terms and conditions of the Merger are as follows:

- (a) The Agreement of Limited Partnership of the Surviving Limited Partnership as it exists as of the date hereof shall be and remain the Agreement of Limited Partnership of the Surviving Limited Partnership following the Merger until the same shall be altered, amended or repealed as therein provided.
- (b) Upon the effectiveness of the Merger of the Merging LLC with and into the Surviving Limited Partnership (i) all the property rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the Merging LLC shall be transferred to, vested in and devolved upon the Surviving Limited Partnership without further act or deed, and all property, rights, and every other interest of the Surviving Limited Partnership and the Merging LLC shall be effectively the property of the Surviving Limited Partnership as they were of the Surviving Limited Partnership and the Merging LLC, respectively, and (ii) all liabilities and obligations of every kind and description, whether known, unknown, fixed or contingent, of the Merging

LLC shall be transferred to and assumed by the Surviving Limited Partnership without further act or deed, and all other liabilities and obligations of the Surviving Limited Partnership and the Merging LLC shall be effectively the liabilities and obligations of the Surviving Limited Partnership as they were of the Surviving Limited Partnership and the Merging LLC, respectively.

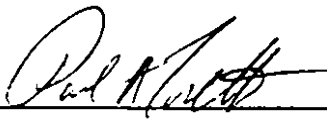
SIXTH: The Merging LLC hereby agrees from time to time, as and when requested by the Surviving Limited Partnership or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Surviving Limited Partnership may deem necessary or desirable in order to vest in and confirm to the Surviving Limited Partnership title to and possession of any property of the Merging LLC acquired or to be acquired by reason of or as a result of the Merger herein provided for and otherwise to carry out the intent and purposes hereof.

SEVENTH: The General Partner of the Surviving Limited Partnership and the Members of the Merging LLC shall be and hereby are authorized to do all acts and things necessary and proper to effect the Merger contemplated hereby.

EIGHTH: The merger of the Merging LLC with and into the Surviving Limited Partnership shall be effective on the 3rd day of May, 1996.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by the General Partner of the Surviving Limited Partnership and by the Members of the Merging LLC have caused this Agreement to be executed by the duly authorized representatives of the Surviving Limited Partnership and Merging LLC as the respective act, deed and agreement of each of said Surviving Limited Partnership and Merging LLC, as of this 9th day of April, 1996.

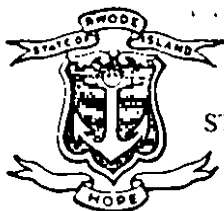
TGH PROJECT DEVELOPMENT, LLC

By:   
Paul A. Toretta  
Member

NETCO ENERGY RECOVERY, LIMITED  
PARTNERSHIP

By: NETCO ENERGY RECOVERY  
SYSTEMS, INC., Its General Partner

By:   
Paul A. Toretta  
President



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration  
DIVISION OF TAXATION  
One Capitol Hill  
Providence, RI 02908-5800

FAX (401) 277-6006

April 22, 1996

TO WHOM IT MAY CONCERN:

Re: TGH PROJECT DEVELOPMENT, LLC

It appears from our records that the abovenamed limited liability company has filed all of the required Business Corporation Tax Returns due to be filed and paid all taxes indicated thereon and is in good standing with this Division as of this date regarding any liability under the Rhode Island Business Corporation Tax Law.

This letter is issued pursuant to the request of the abovenamed limited liability company for the purpose of:

A MERGER - CORPORATION IS THE NONSURVIVOR

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Gary Clark".

R. Gary Clark  
Tax Administrator

A handwritten signature in black ink, appearing to read "Ernest A. DeAngelis".

Ernest A. DeAngelis  
Chief Revenue Agent  
Corporations