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To: Division of Corporations
Fax Number : (850) 617-6380

From: Account Name : CORPORATION SERVICE COMPANY
Account Number : I20000000195
Phone : (850) 521-1000
Fax Number : (850) 558-1515

L. SELLERS

DEC - 9 2010

EXAMINER

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

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**MERGER OR SHARE EXCHANGE
XORAIL, INC.**

Certificate of Status	0
Certified Copy	0
Page Count	05
Estimated Charge	\$60.00

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**CERTIFICATE OF MERGER
MERGING
XORAIL CONSTRUCTION SERVICES LLC
INTO
XORAIL, INC.**

Xorail, Inc., organized and existing under and by virtue of the Florida Business Corporation Act, does hereby certify:

FIRST: That the name and state of incorporation of each of the Constituent Corporations of the merger is as follows:

<u>Name</u>	<u>State of Incorporation</u>
Xorail, Inc.	Florida
Xorail Construction Services LLC	Florida

SECOND: That an Agreement of Merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Section 607.1101 of the Florida Business Corporation Act.

THIRD: That the name of the surviving corporation of the merger is Xorail, Inc.

FOURTH: That the Certificate of Incorporation of Xorail, Inc., a Florida corporation, which will survive the merger, shall be the Certificate of Incorporation of the surviving corporation.

FIFTH: That the executed Agreement of Merger is on file at the principal place of business of the surviving corporation, the address of which is 5011 Gate Pkwy, Bldg. 100, Suite 400, Jacksonville, Florida 32256.

SIXTH: That a copy of the Agreement of Merger will be furnished by the surviving corporation, on request and without cost, to any stockholder of any constituent corporation.

SEVENTH: That the merger became effective on December 31, 2010 at 11:59 p.m. local time in Jacksonville, Florida.

IN WITNESS WHEREOF, Xorail, Inc. has caused this Certificate of Merger to be duly executed as of the 31st day of October, 2010.

By: *David M. Seitz*
David M. Seitz, Vice President and Secretary

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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unchanged until amended in accordance with the respective provisions thereof and of applicable law.

7. **Directors and Officers.** Upon the Effective Date, the directors and officers of the Continuing Corporation shall consist of those persons who were directors and officers of the Company immediately prior to the Effective Date and shall continue to serve in such capacity until such time as their successors are duly elected and qualified.

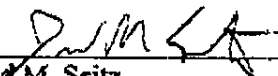
8. **Miscellaneous.** As of the Effective Date, the Continuing Corporation shall possess all of the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of Xorail Construction; and all debts due on whatever account and all other choses in action and all and every other interest, of or belonging to or due to Xorail Construction, shall be deemed to be vested in the Continuing Corporation without further act or deed; and the title to any real estate or any interest therein, vested in Xorail Construction, shall not revert or be in any way impaired by reason of the Merger. In addition, on and as of the Effective Date, the Continuing Corporation shall thenceforth be responsible and liable for all the liabilities, obligations and penalties of Xorail Construction. All rights of creditors and all liens upon any property of Xorail Construction be preserved unimpaired, and all debts, liabilities and duties of Xorail Construction shall thenceforth attach to the Continuing Corporation, and may be enforced against the Continuing Corporation to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Continuing Corporation. Xorail Construction hereby agrees from time to time, as and when requested by the Continuing Corporation, 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 Continuing Corporation may deem necessary or desirable in order to vest in and conform to the Continuing Corporation title to and possession of any property of Xorail Construction acquired or to be acquired by reason of or as a result of the merger and otherwise to carry out the intent and purposes hereof, and the proper officers and directors of the Continuing Corporation are fully authorized in the name of Xorail Construction or otherwise to take any and all such action. For purposes of the preceding sentence, the officers and directors of the Continuing Corporation in office at the time shall be deemed to be the officers and directors of Xorail Construction.

9. **Termination.** This Merger Agreement may be terminated by the Board of Directors of Xorail Construction or the Company at any time prior to the Effective Date notwithstanding prior approval of this Agreement by the Board of Directors and the shareholders of Xorail Construction or the Company.

IN WITNESS WHEREOF, each of the corporate parties hereto, has caused this Merger Agreement to be executed on behalf of each of the parties hereto as of the date first set forth above.

XORAIL, INC.

XORAIL CONSTRUCTION SERVICES, LLC

By: 
David M. Seitz
Vice President and Secretary

By: 
David M. Seitz
Vice President and Secretary

AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER (this "Merger Agreement") dated as of the 31st day of October, 2010 by and among XORAIL, INC., a Florida corporation (the "Company"), and XORAIL CONSTRUCTION SERVICES, LLC, a Florida limited liability company ("Xorail Construction"), (the Company and Xorail Construction being herein sometimes collectively referred to as the "Constituent Corporations").

WITNESSETH:

WHEREAS, the Constituent Corporations desire to accomplish the merger provided for in this Merger Agreement (the "Merger");

WHEREAS, the Florida Business Corporation Act ("FBCA") permits a merger of a business corporation formed under the laws of the State of Florida; and

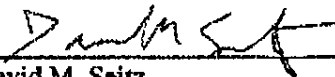
WHEREAS, the Board of Directors and the Member of the Constituent Corporations respectively have adopted resolutions approving this Agreement in accordance with the FBCA; and

NOW, THEREFORE, in consideration of the mutual promises herein set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and intending to be legally bound hereby, the parties hereby agree as follows:

1. **Terms of Merger.** On the Effective Date (as defined in Section 4(b) hereof), Xorail Construction shall be merged with and into the Company pursuant to the provisions of Section 607.1101 of the FBCA. The terms and conditions of the Merger and the mode of carrying the same into effect are as set forth in this Merger Agreement
2. **Surviving Corporation.** The Company shall survive the Merger (the "Continuing Corporation") and shall continue to be governed by the FBCA. Xorail Construction shall not survive the merger. Xorail Construction shall cease to have a separate existence under the FBCA.
3. **Treatment of Shares.** Upon the Effective Date each share of capital stock of the Company issued and outstanding immediately prior to the Merger shall remain outstanding, without change by reason of the Merger.
4. **Effective Date.** This Merger Agreement shall become effective on December 31, 2010 at 11:59 p.m. local time in Jacksonville, Florida.
5. **Certificate of Incorporation.** The Certificate of Incorporation of the Company, as in effect immediately prior to the Effective Date, shall be the Certificate of Incorporation of the Continuing Corporation, and shall remain unchanged until amended in accordance with the respective provisions thereof and of applicable law.
6. **Bylaws.** The Bylaws of the Company, as in effect immediately prior to the Effective Date, shall be the Bylaws of the Continuing Corporation, and shall remain

XORAIL, INC.
SECRETARY'S CERTIFICATE

The undersigned certifies pursuant to FBCA that he is the Secretary of Xorail, Inc. and that this Merger Agreement has been approved by all of the outstanding stock of Xorail, Inc. entitled to vote.

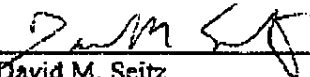


David M. Seitz
Secretary

October 31, 2010

XORAIL CONSTRUCTION SERVICES LLC
SECRETARY'S CERTIFICATE

The undersigned certifies that he is the Secretary of Xorail Construction Pumps & Exchangers, Inc. and that this Merger Agreement has been approved by all of the sole Member of Xorail Construction Services LLC.



David M. Seitz
Secretary

October 31, 2010