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Division of Corporations
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**MERGER OR SHARE EXCHANGE
MAXIM CRANE WORKS, L.P.**

Certificate of Status	0
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7/27/2015 3:46:09 PM From: To: 8506176380(2/8)

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Maxim Crane Works, L.P.

Name of Surviving Party

Please return all correspondence concerning this matter to:

Mark Jurgensen

Contact Person

Platinum Equity Advisors, LLC

Firm/Company

360 North Crescent Drive, South Building

Address

Beverly Hills, CA 90210

City, State and Zip Code

MJurgensen@platinumequity.com

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

For further information concerning this matter, please call:

Mark Jurgensen

at (310) 228-9517

Name of Contact Person

Area Code and Daytime Telephone Number

☐ Certified Copy (optional) \$8.75

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

8-1-15

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2015 JUL 27 PM 12:29

CLERK OF STATE
TALLAHASSEE, FLORIDA

**Articles of Merger
For
Florida Profit or Non-Profit Corporation
Into
Other Business Entity**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 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>
Crane Rental Corporation	Florida	Corporation

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>
Maxim Crane Works, L.P.	Pennsylvania	Limited Partnership

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 605, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to no more than 90 days after the date this document is filed by the Florida Department of State: August 1, 2015

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

Maxim Crane Works, L.P.

1225 Washington Pike, Suite 100


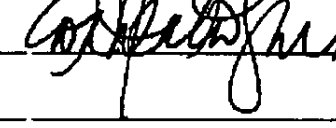
Bridgeville, PA 15017

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Crane Rental Corporation		Eva M. Kalawski, Vice President and Secretary
Maxim Crane Rental, L.P., by Maxim		Eva M. Kalawski, Vice President and Secretary
Crane Works, LLC, its General Partner		

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 a member or authorized representative

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER (this "Agreement") is made and entered into as of July ____, 2015 by and between CRANE RENTAL CORPORATION, a Florida corporation ("CRANE RENTAL") and MAXIM CRANE WORKS, L.P., a Pennsylvania limited partnership ("MAXIM" or, after the Effective Date (as defined in Article V hereof), the "Surviving Entity").

WHEREAS, CRANE RENTAL is a corporation organized and validly existing under the laws of the State of Florida;

WHEREAS, MAXIM is a limited partnership organized and validly existing under the laws of the State of Pennsylvania;

WHEREAS, the Florida Business Corporation Act, Section 607.1108 (the "Corporation Act"), permits a corporation organized and existing under the Corporation Act to merge with and into a limited partnership organized and existing under Pennsylvania law;

WHEREAS, the sole shareholder and Board of Directors of CRANE RENTAL and the general partner of MAXIM have duly authorized the merger of CRANE RENTAL with and into MAXIM pursuant to the terms of this Agreement (the "Merger");

WHEREAS, it is intended that the Merger be a non-taxable transaction for tax purposes; and

WHEREAS, all other conditions precedent to the Merger have been, or prior to the Effective Date will be, satisfied or validly waived;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed that, in accordance with the Corporation Act, CRANE RENTAL shall be, and hereby is at the Effective Date, merged with and into MAXIM, with MAXIM to be the Surviving Entity. The mode of carrying the Merger into effect shall be as follows:

ARTICLE I MERGER

At the Effective Date, CRANE RENTAL shall be merged with and into MAXIM, the separate existence of CRANE RENTAL shall cease, MAXIM shall continue in existence as the Surviving Entity, and the Merger shall in all respects have the effects provided for by the Corporation Act and the Limited Partnership Act of Pennsylvania.

Prior to the Effective Date, CRANE RENTAL and MAXIM shall take all such action as shall be necessary or appropriate in order to effectuate the Merger. If at any time after the Effective Date, MAXIM shall consider or be advised that any further assignments, conveyances or assurances in law are necessary or desirable to carry out the provisions hereof, the proper former shareholders, directors, officers or other agents of CRANE RENTAL shall execute and deliver any and all proper deeds, assignments, and assurances in law, and do all such additional things necessary or proper to carry out the provisions hereof.

ARTICLE II TERMS OF MERGER

At the Effective Date, all of the shares of stock of CRANE RENTAL issued and outstanding immediately prior to the Effective Date, by virtue of the Merger and without any action on the part of the officers, directors or shareholders of CRANE RENTAL, shall be cancelled and retired, without consideration.

ARTICLE III
CERTIFICATE OF LIMITED PARTNERSHIP AND
AGREEMENT OF LIMITED PARTNERSHIP

From and after the Effective Date, and until thereafter amended as provided by law, the Certificate of Limited Partnership and Agreement of Limited Partnership of MAXIM as in effect immediately prior to the Effective Date shall be the Certificate of Limited Partnership and Agreement of Limited Partnership of the Surviving Entity.

ARTICLE IV
GENERAL PARTNER AND OFFICERS

From and after the Effective Date, and until resignation or removal in accordance with applicable law, the general partner and officers of the Surviving Entity shall be the same as the general partner and officers of MAXIM immediately prior to the Effective Date.

ARTICLE V
EFFECTIVE DATE

A certificate of merger evidencing the Merger shall be filed in the Office of the Secretary of State of the State of Pennsylvania pursuant to the applicable requirements of the Corporation Act and the Limited Partnership Act of Pennsylvania (the "Certificate of Merger") prior to the date that the Merger will become effective. The Merger shall become effective on August 1, 2015 (such date of effectiveness, the "Effective Date").

ARTICLE VI
TERMINATION

At any time prior to the Effective Date, either the shareholders and Board of Directors of CRANE RENTAL or the general partner of MAXIM may terminate and abandon this Agreement.

ARTICLE VII
AMENDMENTS

At any time prior to the Effective Date, the shareholders or Board of Directors of CRANE RENTAL and the general partner of MAXIM may amend, modify or supplement this Agreement in such manner as they jointly may determine to the fullest extent permitted by applicable law.

ARTICLE VIII
GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Pennsylvania without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Pennsylvania.

ARTICLE IX
MISCELLANEOUS

This Agreement may be executed manually or by electronic signature and delivered by facsimile or other electronic means in two or more partially for fully-executed counterparts, each of which shall be deemed to be an original and shall bind the signatory, but all of which together shall constitute one and the same instrument.

• 7/27/2015 3:46:09 PM From: To: 8506176380(8/8)

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first above written.

CRANE RENTAL CORPORATION,
a Louisiana limited liability company

By: _____
Eva M. Kalawski
Vice President and Secretary

MAXIM CRANE WORKS, L.P.,
a Pennsylvania limited partnership

By: Maxim Crane Works, LLC,
the general partner

By: _____
Eva M. Kalawski
Vice President and Secretary