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DATE: 7/1/15

NAME: XPO NLM, INC

TYPE OF FILING: MERGER

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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: XPO NLM, Inc.

Name of Surviving Party

Please return all correspondence concerning this matter to:

Contact Person

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City, State and Zip Code

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

For further information concerning this matter, please call:

Name of Contact Person

at (_____) _____

Area Code and Daytime Telephone Number

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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

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**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>
XPO NLM, LLC	Delaware	LLC
XPO NLM, Inc.	Delaware	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>
XPO NLM, Inc.	Delaware	Corporation

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.

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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 nor more than 90 days after the date this document is filed by the Florida Department of State:

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.

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:

c/o Registered Agent Solutions, Inc., 1679 S. Dupont Hwy., Suite 100, Dover, DE 19901

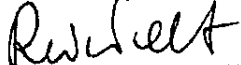

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

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.

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EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
XPO NLM, LLC		Riina Tõhvert
XPO NLM, Inc.		Riina Tõhvert

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

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PLAN OF MERGER

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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>
XPO NLM, LLC	Delaware	LLC
XPO NLM, Inc.	Delaware	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>
XPO NLM, Inc.	Delaware	Corporation

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

See attached.

(Attach additional sheet if necessary)

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FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached.

(Attach additional sheet if necessary)

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached.

(Attach additional sheet if necessary)

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FIFTH: If a partnership is the survivor, the name and business address of each general partner is as follows:

N/A

(Attach additional sheet if necessary)

SIXTH: If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

N/A

(Attach additional sheet if necessary)

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SEVENTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

See attached.

(Attach additional sheet if necessary)

EIGHTH: Other provision, if any, relating to the merger are as follows:

See attached.

(Attach additional sheet if necessary)

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AGREEMENT AND PLAN OF MERGER

of

**XPO NLM, INC.,
a Delaware corporation,**

and

**XPO NLM, LLC,
a Delaware limited liability company**

AGREEMENT AND PLAN OF MERGER, dated as of June 22, 2015 (this "Agreement"), between XPO NLM, Inc., a Delaware corporation ("Parent") and XPO NLM, LLC, a Delaware limited liability company ("Subsidiary").

WITNESSETH:

WHEREAS, the Parent, as sole member of the Subsidiary, has determined that merging the Subsidiary into the Parent is advisable and in the best interests of the Parent and the Subsidiary. The sole stockholder of the Parent and the sole member of the Subsidiary have each duly adopted resolutions or taken other appropriate action approving this Agreement and the transactions contemplated hereby;

WHEREAS, Section 264 of the General Corporation Law of the State of Delaware (the "GCL") and Section 18-209 of the Limited Liability Company Act of the State of Delaware (the "LLCA") authorize the merger of a Delaware limited liability company with and into a Delaware corporation; and

WHEREAS, the Parent and the Subsidiary now desire to merge (the "Merger"), following which the Parent shall be the surviving entity;

NOW THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I

THE MERGER

SECTION 1.01. The Merger.

(a) Upon satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, as Parent and its board of directors shall determine, Parent, which shall be the surviving entity, shall merge with the Subsidiary, which shall file a Certificate of Merger substantially in the form of Exhibit A hereto (the "Certificate of Merger") with the Secretary of

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State of the State of Delaware and make all other filings or recordings required by Delaware law in connection with the Merger. The Merger shall become effective at 11:59 p.m. E.D.T. on June-30, 2015 (the "Effective Time").

(b) At the Effective Time, the Subsidiary shall be merged with and into Parent, whereupon the separate existence of the Subsidiary shall cease, and Parent shall be the surviving entity of the Merger (the "Surviving Entity") in accordance with Section 264 of the GCL.

SECTION 1.02. Exchange of Interests. At the Effective Time:

(a) All of the membership interests of the Subsidiary shall not be converted or exchanged in any manner, but shall be cancelled.

(b) The Merger shall have no effect upon any outstanding equity of Parent.

ARTICLE II

THE SURVIVING ENTITY

SECTION 2.01. Certificate of Incorporation and Bylaws. The Certificate of Incorporation and Bylaws of Parent shall remain unchanged as a result of the Merger and shall continue as the Certificate of Incorporation and Bylaws of the Surviving Entity following the Merger.

SECTION 2.02. Directors. From and after the Effective Time, until successors are duly elected or appointed and qualified in accordance with applicable law, the directors of Parent at the Effective Time shall be the directors of the Surviving Entity.

SECTION 2.03. Officers. From and after the Effective Time, until successors are duly elected or appointed and qualified in accordance with applicable law, the officers of the Parent at the Effective Time shall be the officers of the Surviving Entity.

ARTICLE III

TRANSFER AND CONVEYANCE OF ASSETS
AND ASSUMPTION OF LIABILITIES

SECTION 3.01. Transfer, Conveyance and Assumption. At the Effective Time, the Parent shall continue in existence as the Surviving Corporation, and without further transfer, succeed to and possess all of the rights, privileges and powers of the Subsidiary, and all of the assets and property of whatever kind and character of the Subsidiary shall vest in the Parent without further act or deed; thereafter, the Parent, as the Surviving Corporation, shall be liable for all of the liabilities and obligations of the Subsidiary, and any claim or judgment against the Subsidiary may be enforced against the Parent, as the Surviving Corporation, in accordance with Section 18-209(g) of the LLCA.

ARTICLE V

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MISCELLANEOUS

SECTION 5.01. Amendments; No Waivers. (a) Any provision of this Agreement may, subject to applicable law, be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by the sole member of the Subsidiary, and by the Board of Directors of the Parent.

(b) No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 5.02. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

SECTION 5.03. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without giving effect to principles or conflicts of law.

SECTION 5.04. Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received the counterpart hereof signed by the other party hereto.

The remainder of this page is intentionally left blank.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed by their respective authorized representatives as of the day and year first above
written.

XPO NLM, INC.

By: 

Name: Gordon E. Devens

Title: Secretary

XPO NLM, LLC

by XPO NLM, Inc., sole member,

By: 

Name: Gordon E. Devens

Title: Secretary

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Exhibit A

**STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC LIMITED LIABILITY COMPANY
INTO A
DOMESTIC CORPORATION**

Pursuant to Title 8, Section 264(c) of the Delaware General Corporation Law and Title 6, Section 18-209 of the Delaware Limited Liability Company Act, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is XPO NLM, Inc.
_____, a Delaware Corporation, and the name of the
limited liability company being merged into this surviving corporation is _____
XPO NLM, LLC

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by the surviving corporation and the merging limited liability company.

THIRD: The name of the surviving corporation is XPO NLM, Inc.

FOURTH: The merger is to become effective on 6/30/2015

FIFTH: The Agreement of Merger is on file at 5 Greenwich Office Park,
Greenwich, CT 06831, the place of business of the surviving corporation.

SIXTH: A copy of the Agreement of Merger will be furnished by the corporation on request, without cost, to any stockholder of any constituent corporation or member of any constituent limited liability company.

SEVENTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation

IN WITNESS WHEREOF, said Corporation has caused this certificate to be signed by an authorized officer, the 30 day of June, A.D., 2015.

By: _____
Authorized Officer

Name: Riina Tohvert
Print or Type
Title: Assistant Secretary

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