

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 949217 7397794

AUTHORIZATION :

[Handwritten Signature]

COST LIMIT : \$ 70.00

ORDER DATE : October 9, 2019

ORDER TIME : 12:08 PM

ORDER NO. : 949217-015

CUSTOMER NO: 7397794

ARTICLES OF MERGER

RCL, L.L.C.

INTO

XORAIL, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

_____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY

CONTACT PERSON: Amanda Robinson

EXAMINER'S INITIALS: _____



FLORIDA DEPARTMENT OF STATE
Division of Corporations

October 17, 2019

CORPORATION SERVICE COMPANY

SUBJECT: XORAIL, INC.
Ref. Number: P02000054964

RESUBMIT
Please give original
submission date as file date.

We have received your document for XORAIL, INC. and the authorization to debit your account in the amount of \$70.00. However, the document has not been filed and is being returned for the following:

The plan of merger must contain the terms and conditions of the merger.

The merger should include the manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Claretha Golden
Regulatory Specialist II

Letter Number: 519A00021459

19 OCT 21 12:42

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Xorail, Inc.

Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Erin Boyts Quinn

Contact Person

Westinghouse Air Brake Technologies Corporation

Firm/Company

30 Isabella St.

Address

Pittsburgh, PA 15212

City/State and Zip Code

equinn@Wabtec.com

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

For further information concerning this matter, please call:

Erin Boyts Quinn

Name of Contact Person

At (412) 8251141

Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

2019 OCT 16 PM 12:09

**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>
RCL, L.L.C.	Tennessee	LLC

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>
XORAIL, INC.	Florida	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.

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:

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.

**AGREEMENT AND PLAN OF MERGER
OF
RCL, L.L.C.
WITH AND INTO
XORAIL, INC.**

AGREEMENT AND PLAN OF MERGER, dated as of September 24, 2019, between RCL, L.L.C, a Tennessee limited liability company, with its address at 7471 Benbrook Parkway, Benbrook, TX 76126, and Xorail, Inc., a Florida corporation, with its address at 5011 Gate Parkway, Building 100, Suite 400, Jacksonville, FL 32256, collectively, (the "Merging Entities").

WHEREAS, the managing member of RCL, L.L.C. and the Board of Directors of Xorail, Inc. have determined that it is advisable and in the best interests of the parties hereto that RCL, L.L.C. merge with and into Xorail, Inc. (the "Merger") upon the terms and conditions herein provided and in accordance with the provisions of section 607.1105, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and in order to set forth the terms and conditions of the Merger and the mode of carrying the same into effect, the managing member of RCL, L.L.C. and the Board of Directors of Xorail, Inc. hereby agree as follows:

SECTION 1. The Merger. At the Effective Time (as defined in Section 2), RCL, L.L.C. shall be merged with and into Xorail, Inc., the separate existence of RCL, L.L.C. shall cease, and Xorail, Inc. shall continue as the surviving entity (hereinafter sometimes referred to as the "Surviving Entity"), having its principal place of business located at 5011 Gate Parkway, Building 100, Suite 400, Jacksonville, FL 32256.

SECTION 2. Effective Time of the Merger. The Merger shall become effective on the date and time the Articles of Merger are filed with the Secretary of State of the State of Florida (the time of such filing being the "Effective Time").

SECTION 3. Articles of Incorporation. The Articles of Incorporation of Xorail, Inc., as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Entity until thereafter amended as provided by law or such Articles of Incorporation. The Bylaws of Xorail, Inc., shall be the Bylaws of the Surviving Entity at and after the Effective Time until thereafter amended as provided by law.

SECTION 4. Shares of Stock. The manner of converting the outstanding shares of each of the Merging Entities shall be as follows:

The outstanding shares of Xorail, Inc. shall be unaffected by the Merger.
The outstanding shares of RCL, L.L.C. shall be canceled.

SECTION 5. Assumption of Obligations. Xorail, Inc. shall assume all the obligations of RCL, L.L.C. under all agreements to which RCL, L.L.C. is a party and shall assume all other liabilities of RCL, L.L.C., all as of the Effective Time.

SECTION 6. Board of Directors and Officers. The Directors and Officers of the Surviving Entity upon the Effective Time shall continue to be the members of the Board of Directors and the Officers of the Surviving Entity, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the Bylaws of the Surviving Entity.

SECTION 7. Merger Documents. The Merging Entities hereby state that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Florida and the laws of any foreign jurisdiction where they each may be qualified to transact business; and

The Board of Directors and the proper officers of the Merging Entities, are hereby authorized, empowered and directed to do all things necessary to make, execute, deliver, file and/or record any and all documents which shall be necessary to carry out or to put into effect any of the provisions of this Plan of Merger or of the Merger herein provided for.

SECTION 8. TERMINATION OF MERGER. The Merger may be terminated at any time prior to the effective date of the Merger.

IN WITNESS WHEREOF, the parties hereto have caused this Plan of Merger to be executed (in one or more counterparts or with counterpart signature pages all constituting the same agreement) as of the date first above written by their respective officers and members thereunto duly authorized.

RCLP Acquisition LLC, sole member of RCL, L.L.C.

By: David M. Seitz
Name: David M. Seitz

Xorail, Inc.

By: David M. Seitz
Name: David M. Seitz

By: John Mastalerz
Name: John Mastalerz