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MERGER OR SHARE EXCHANGE

XOS TECHNOLOGIES, INC.

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ARTICLES OF MERGER
of
XOS TECHNOLOGIES, INC.
(a Florida corporation)
with and into
XOS TECHNOLOGIES, INC.
(a Delaware corporation)

To the Secretary of State
State of Florida

Pursuant to the provisions of Section 607.1105 and 607.1107 of the Florida Business Corporation Act, the corporations herein named do hereby adopt the following Articles of Merger:

1. The Agreement and Plan of Merger, dated as of January 14, 2005 (the "Plan of Merger"), by and among XOS TECHNOLOGIES, INC., a Florida corporation ("Merged Corporation"), and XOS TECHNOLOGIES, INC., a Delaware corporation ("Surviving Corporation"), a true and correct executed copy of which is attached hereto and made a part hereof as Exhibit A, provides that Merged Corporation shall merge with and into the Surviving Corporation, and that the Surviving Corporation shall be the surviving entity after the Effective Date of the merger (as defined below).

2. The Plan of Merger was duly adopted by a majority of the shareholders of the Merged Corporation at a special meeting on January 14, 2005.

3. Approval of the Plan of Merger by the stockholders of the Surviving Corporation is not required. The Plan of Merger was duly adopted by the Board of Directors of the Surviving Corporation by written consent without a meeting as of January 6, 2005.

4. The merger herein provided for shall take effect at the effective date and time of the filing of the Certificate of Merger with the Secretary of State of the State of Delaware (the "Effective Date").

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Plan of Merger on the day and year first above written.

XOS TECHNOLOGIES, INC., a Florida
corporation

By: 

Name: Gregory R. Eaton

Title: PRESIDENT

XOS TECHNOLOGIES, INC., a Delaware
corporation

By: 

Name: Gregory R. Eaton

Title: PRESIDENT

EXHIBIT A**AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into this 14th day of January 2005, by and between XOS TECHNOLOGIES, INC., a Florida corporation ("XOS-Florida"), and XOS TECHNOLOGIES INC., a Delaware corporation ("XOS-Delaware" or the "Surviving Corporation" and collectively with XOS-Florida, the "Constituent Corporations"), with XOS-Florida merging with and into XOS-Delaware, such that the separate existence of XOS-Florida shall cease and XOS-Delaware shall continue as the surviving corporation (the "Merger").

RECITALS:

WHEREAS, the Boards of Directors and the stockholders of the Constituent Corporations deem it advisable and in the best interests of the Constituent Corporations and the stockholders to merge the Constituent Corporations; and

WHEREAS, it is the intention of the parties hereto that the Merger shall constitute a tax-free reorganization, as defined in Section 368 of the Internal Revenue Code of 1986, as amended, and that this Agreement and Plan of Merger shall also constitute a Plan of Reorganization.

NOW, THEREFORE, in consideration of the premises and of the mutual agreement of the parties hereto, being thereunto duly entered into by XOS-Florida and approved by a resolution adopted by its Board of Directors as of January 4, 2005, and being duly entered into by XOS-Delaware and approved by a resolution adopted by its Board of Directors as of January 6, 2005, this Agreement and Plan of Merger and the terms and conditions thereof and the mode of carrying the same into effect, are hereby determined and agreed upon as hereinafter set forth.

ARTICLE I

1.1 The Merger. Upon the terms and subject to the conditions hereof, and in accordance with the relevant provisions of the Florida Business Corporation Act ("FBCA"), and the General Corporation Law of the State of Delaware ("DGCL"), XOS-Florida shall be merged with and into XOS-Delaware. Following the Merger, XOS-Delaware shall continue as the surviving corporation and shall continue its existence under the laws of the State of Delaware, and the separate corporate existence of XOS-Florida shall cease.

1.2 Effective Date and Effective Time. The Merger shall be consummated by filing with the Secretary of State of the State of Delaware a Certificate of Merger in accordance with the provisions of the DGCL and Articles of Merger with the Secretary of State of the State of Florida in accordance with the provisions of the FBCA and the conversion of the shares of stock of XOS-Florida into shares of stock of the Surviving Corporation as contemplated by Section 5.1. The Merger shall have the effects set forth in the FBCA and DGCL. The Merger shall be effective immediately upon filing the Certificate of Merger with the Secretary of State of the State of Delaware (the date and time of filing being referenced to herein as the "Effective Date" and the "Effective Time," respectively).

ARTICLE II

2.1 Effect of the Merger. At the Effective Time and without any further action on the part of the Surviving Corporation, the Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, powers and franchises of a public as well as of a private nature, of each of the Constituent

Corporations, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations so merged; and all of the rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, and all debts due to either of the Constituent Corporations on whatever account, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises and all and every other interest shall be thereafter the property of the Surviving Corporation as they were of the Constituent Corporations; and the title to any real estate, vested by deed or otherwise, under the laws of the State of Florida or the State of Delaware or otherwise, in either of the Constituent Corporations, shall not revert or in any way be impaired by reason of the Merger; provided, that all debts, liabilities and duties of the Constituent Corporations, and all rights of creditors and all liens upon any property of either of the Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

ARTICLE III

3.1 Articles of Incorporation; Bylaws. The Certificate of Incorporation, including the Certificate of Designation and by-laws of XOS-Delaware, shall be in effect immediately prior to the Effective Time, and shall be the Certificate of Incorporation and by-laws of the Surviving Corporation until thereafter amended as provided by law and the Surviving Corporation's Certificate of Incorporation and by-laws.

ARTICLE IV

4.1 Directors. The directors of XOS-Florida immediately prior to the Effective Time shall be the directors of the Surviving Corporation and will hold office from the Effective Time until their respective successors are duly elected and qualified in the manner provided in the Certificate of Incorporation and by-laws of the Surviving Corporation, or as otherwise provided by law.

4.2 Officers. The officers of XOS-Florida immediately prior to the Effective Time shall be the officers of the Surviving Corporation and will hold office from the Effective Time until their respective successors are duly elected or appointed in the manner provided in the by-laws of the Surviving Corporation or as otherwise provided by law.

ARTICLE V

5.1 Conversion of Shares. At the Effective Time, by virtue of the Merger and without any further action on the part of XOS-Delaware, XOS-Florida, or the shareholders of XOS-Florida, each outstanding share of XOS-Florida common stock shall be converted into a share of XOS-Delaware common stock. Each XOS-Florida option or convertible security shall be convertible into the same number of shares of XOS-Delaware common stock as said options or convertible securities were exercisable or convertible for immediately prior to the Effective Time.

5.2 Effect of Share Conversion. At the effective Time, all shares of XOS-Florida common stock converted pursuant to this Article V shall cease to be outstanding and shall automatically be cancelled and retired, and shall cease to exist, and each such certificate (a "Certificate") previously evidencing XOS-Florida common stock outstanding immediately prior to the Effective Time shall thereafter represent the right to receive a certificate evidencing shares of XOS-Delaware common stock into which such XOS-Florida common stock were converted in the Merger pursuant to this Article V and, if applicable, the right to receive cash pursuant to Section 5.4.

5.3 Surrender of Certificates. After the Effective Time, each holder of a Certificate immediately prior to the Effective Time shall surrender same to the Surviving Corporation and shall receive in exchange therefore a new certificate, representing the appropriate number of shares of common stock in the Surviving Corporation. Until so surrendered, each Certificate shall, by virtue of the Merger, be deemed for all purposes to evidence ownership of the appropriate number of shares of common stock of the Surviving Corporation.

5.4 Dissenter's Rights. Only shareholders who properly exercise dissenter's rights, if any, in accordance with the provisions of the FBCA, shall be entitled to exercise such dissenter's rights in connection with the Merger.

ARTICLE VI

6.1 Book Value of Assets. The assets and liabilities of XOS-Florida shall be recorded upon the books of the Surviving Corporation at the amounts at which said assets and liabilities are recorded upon the books of XOS-Florida immediately prior to the Effective Time.

ARTICLE VII

7.1 Termination. This Agreement may be terminated and abandoned by the mutual consent of the Boards of Directors of the Constituent Corporations at any time before the Effective Date, whether before or after approval of this Agreement by the shareholders of XOS-Florida.

ARTICLE VIII

8.1 Stockholder Approval. The obligations of each party hereto to perform this Agreement and to consummate the transaction contemplated hereby, shall be subject to the approval and adoption by the shareholder of XOS-Florida holding at least a majority of the outstanding voting shares. There are no stockholders of XOS-Delaware. Therefore, approval of this Agreement by the stockholders of XOS-Delaware is not required pursuant to Section 251(f) of the DGCL.

8.2 Authorization. The Boards of Directors and the proper officers of the Constituent Corporations are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement or of the Merger herein provided for.

ARTICLE IX

9.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflicts of law rules thereof.

9.2 Headings. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

9.3 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement, as applicable, if capable of substantial performance, shall remain in full force and effect.

9.4 Modification or Amendment. Subject to the applicable provisions of the DGCL and the FBCA, at any time prior to the approval of this Agreement by the shareholders of XOS-Florida, the parties hereto may modify or amend this Agreement by mutual written agreement executed and delivered by duly authorized officers or representatives of the respective parties.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement and Plan of Merger to be executed on its behalf and attested by its officers thereunto duly authorized, all as of the date first above written.

XOS TECHNOLOGIES, INC.,
a Florida corporation

By: _____

Name: _____

Title: _____

XOS TECHNOLOGIES, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____