

509621

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

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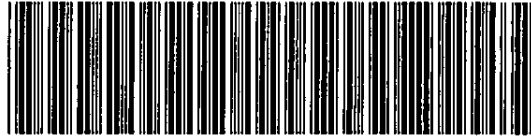
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



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*merged*

12/16/15--01023--003 \*\*113.75

2-29-16

FILED  
15 DEC 16 PM 2:00  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

DEC 18 2015  
A RAMSEY

## COVER LETTER

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Metric Engineering 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:

Mariley Perez

\_\_\_\_\_  
Contact Person

Metric Engineering Inc.

\_\_\_\_\_  
Firm/Company

13940 SW 136 Street

\_\_\_\_\_  
Address

Miami, Florida 33186

\_\_\_\_\_  
City/State and Zip Code

mperez@metriceng.com

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

For further information concerning this matter, please call:

Mariley Perez

\_\_\_\_\_  
Name of Contact Person

At ( 305 ) 235-5098

\_\_\_\_\_  
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

**ARTICLES OF MERGER**  
(Profit Corporations)

**FILED**

15 DEC 16 PM 2:00  
Business Corporation Act,  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

**First:** The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Metric Engineering Inc.	Florida	509621

**Second:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Advanced Transportation Engineering Consultants, Inc.	Florida	P05000098413
Metric Engineering Inc.	Florida	509621

**Third:** The Plan of Merger is attached.

**Fourth:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

**OR** 2 / 29 / 2016 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

**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.

**Fifth:** Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on \_\_\_\_\_.

The Plan of Merger was adopted by the board of directors of the surviving corporation on 12/14/2015 and shareholder approval was not required.

**Sixth:** Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on \_\_\_\_\_.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on 12/14/2015 and shareholder approval was not required.

(Attach additional sheets if necessary)

**Seventh: SIGNATURES FOR EACH CORPORATION**

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

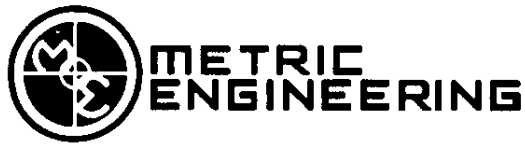
Metric Engineering Inc.

**Manuel A. Benitez, President**

## Advanced Transportation

Victor M. Benitez, President

Engineering Consultants, Inc.



## **AGREEMENT AND PLAN OF MERGER**

This Agreement and Plan of Merger is made and entered into as of the 14th day of December, 2015 ("Agreement") by and between Advanced Transportation Engineering Consultants, Inc., a Florida corporation ("ATEC") and Metric Engineering Inc., a Florida corporation ("Metric") (ATEC and Metric are collectively referred to as the "Constituent Companies" and Metric as the "Surviving Company").

### **RECITALS**

**WHEREAS**, Metric is the parent corporation and shareholder holding one hundred percent (100%) of the outstanding shares of common stock of ATEC, its subsidiary;

**WHEREAS**, the board of directors of ATEC and the board of directors of Metric have approved this Agreement, in compliance the Florida Business Corporation Act (the "FBCA"), pursuant to Section 607.1104, Florida Statutes, and the merger of ATEC with and into Metric (the "Merger") upon the terms and subject to the conditions set forth in this Agreement and declared this Agreement to be advisable and in the best interest of the Constituent Companies and their shareholders; and

**WHEREAS**, the Constituent Companies desire to set forth the terms of the consummation of the Merger.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

### **ARTICLE 1 – MERGER**

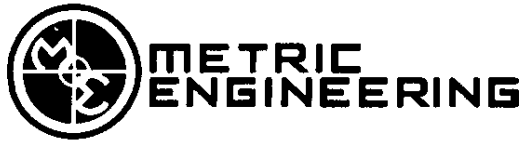
1.1 **Effect of Merger**. On the Effective Date (as defined in Section 1.2), the separate existence of ATEC shall cease and ATEC shall be merged into Metric which, as the Surviving Company, shall possess all of the rights, privileges, powers and franchises, of a public as well as a private nature, and be subject to all of the restrictions, debts, liabilities, obligations and duties of ATEC; and all of the rights, privileges, powers and franchises of ATEC, and all property, real, personal and mixed, and all debts due to ATEC on whatever account, and all other things, in action or belonging to ATEC, shall be vested in the Surviving Company; and all property rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Company as they were of the Constituent Companies, and the title to any real estate vested by deed or otherwise, under the laws of Florida or any other jurisdiction, in the Constituent Companies shall not revert or in any way be impaired; that all rights of creditors and all liens upon any property of the Constituent Companies shall be preserved, unimpaired, and all debts, liabilities and duties of the Constituent Companies shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. At any time, or from

Office: (305) 235-5098

Fax: (305) 235-5271

13940 SW 136th Street, Suite 200, Miami, FL 33186

[www.metriceng.com](http://www.metriceng.com)



time to time, after the Effective Date, the last acting officers of ATEC or the corresponding officers of the Surviving Company may in the name of ATEC execute and deliver all such proper deeds, assignments and other instruments or cause to be taken all such further or other action as the Surviving Company may deem necessary or desirable in order to vest, perfect or confirm in the Surviving Company title to and possession of all ATEC's property, rights, privileges, powers, franchises, immunities and interests and otherwise to carry out the purpose of this Agreement. The Merger shall otherwise have the effects set forth in Section 607.1106 of the FBCA.

1.2 **Filing of Articles of Merger; Effective Date.** If this Agreement is not terminated or abandoned as permitted by the provisions hereof, Articles of Merger shall be filed and recorded in accordance with the FBCA. The Merger shall become effective on the date and time the Articles of Merger are filed with the Florida Department of State, which date and time are herein referred to as the "Effective Date".

1.3 **Articles of Incorporation; Bylaws and Management of Surviving Company.**

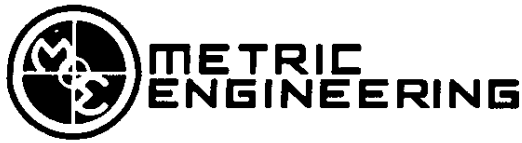
(1) The Articles of Incorporation and Bylaws of Metric, as in effect immediately prior to the Effective Date of the Merger, shall continue as the Articles of Incorporation (the "Surviving Articles") and Bylaws (the "Surviving Bylaws") of the Surviving Company until the same shall thereafter be altered, amended or repealed in accordance with the provisions of the laws of the FBCA and such Surviving Articles and Surviving Bylaws.

(2) The officers and directors of Metric, as in effect immediately prior to the Effective Date of the Merger, shall continue as the officers and directors of the Surviving Company, each to hold office in accordance with the laws of the FBCA, the Surviving Articles and the Surviving Bylaws.

**ARTICLE II – EFFECT ON CONSTITUENT COMPANIES CAPITAL STOCK**

2.1 **Cancellation of ATEC Shares.** On the Effective Date, by virtue of the Merger and without any further action on the part of the Constituent Companies, each share of common stock of ATEC issued and outstanding immediately prior to the Effective Date shall automatically be redeemed, retired and cancelled and shall cease to exist, and no cash or other consideration shall be delivered in exchange therefor.

2.2 **Surviving Company Shares.** Each share of common stock of the Surviving Company issued and outstanding immediately prior to the Effective Date shall remain outstanding and unchanged after the Merger and shall thereafter constitute all of the issued and outstanding shares of the capital stock of the Surviving Company.



### ARTICLE III – TERMINATION, AMENDMENT AND WAIVER

3.1 **Termination.** This Agreement may be terminated at any time prior to the Effective Date by mutual consent of each of the parties hereto, whether before or after adoption of this Agreement by the board of directors of ATEC or the board of directors of Metric.

3.2 **Amendment.** This Agreement may be amended by the parties hereto, whether before or adoption of this Agreement by the board of directors of ATEC or the board of directors of Metric, by an instrument or instruments in writing signed and delivered on behalf of each of the parties hereto.

3.3 **Extension; Waiver.** At any time prior to the Effective Date, subject to applicable law, any party hereto which is entitled to the benefits hereof may (a) extend the time for the performance of any of the obligations or other acts of any of the other parties hereto, or (b) waive compliance with any of the agreements of any of the other parties hereto or conditions contained herein. Any agreement on the part of a party hereto to any extension or waiver shall be valid if set forth in an instrument in writing signed and delivered on behalf of such party.

### ARTICLE IV – MISCELLANEOUS

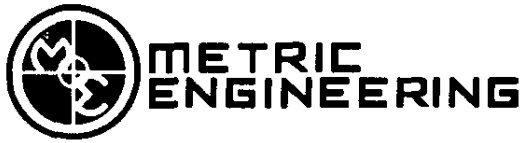
4.1 **Successors and Assigns.** This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

4.2 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of law.

4.3 **Further Assurances.** After the Effective Date, the parties hereto agree to take whatever steps are necessary to effectuate this Merger, including but not limited to, the execution of certain documents and instruments and the delivery thereof, as well as the performance of certain actions required to ensure consummation of the Merger.

4.4 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto, and supersedes all prior negotiations, correspondence and agreements between the parties with respect to the subject matter hereof, all of which are hereby terminated and of no further force and effect.

LEFT BLANK  
INTENTIONALLY.



IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first above written.

**ADVANCED TRANSPORTATION  
ENGINEERING CONSULTANTS, INC.**

By: \_\_\_\_\_

Name: Victor M. Benitez

Title: Chief Executive Officer/President/Director

**METRIC ENGINEERING INC.**

By: \_\_\_\_\_

Name: Manuel A. Benitez

Title: President/Director