

525082



THE UNITED STATES
CORPORATION
COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 993859 4307842

AUTHORIZATION :

COST LIMIT :

\$ 87.50

Patricia Pizzuto

ORDER DATE : October 13, 1998

ORDER TIME : 9:30 AM

ORDER NO. : 993859-005

CUSTOMER NO: 4307842

CUSTOMER: Michael E. Goodbread, Jr., Esq
Martin Ade Birchfield &
One Independent Dr., Ste 3000
Post Office Box 59
Jacksonville, FL 32201

400002663324--4

ARTICLES OF MERGER

TRANSYSTEMS MERGER
CORPORATION

INTO

MORALES, SHUMER & MOCK
ENGINEERS, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX (2) NEEDED CERTIFIED COPY

CONTACT PERSON: Andrea C. Mabry

DIVISION OF CORPORATION

EXAMINER'S INITIALS:

me 10/14

98 OCT 14 AM 9:51

RECEIVED

FILED
98 OCT 14 AM 10:54
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

TRANSYSTEMS MERGER CORPORATION, a Missouri corporation

INTO

MORALES, SHUMER & MOCK ENGINEERS, INC., a Florida corporation,
525082

File date: October 14, 1998

Corporate Specialist: Teresa Brown

Account number: 072100000032

Account charged: 87.50

**ARTICLES OF MERGER
OF
MORALES, SHUMER & MOCK ENGINEERS, INC.
(a Florida Corporation)
and
TRANSYSTEMS MERGER CORPORATION
(a Missouri Corporation)**

FILED
98 OCT 14 AM 10:54
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

To the Secretary of State
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act, the foreign business corporation and the domestic business corporation herein named do hereby submit the following Articles of Merger.

1. Annexed hereto and made a part hereof is a description of the Agreement and Plan of Merger for merging TranSystems Merger Corporation ("TranSystems") with and into Morales, Shumer & Mock Engineers, Inc. ("MSM").

2. The merger of TranSystems with and into MSM is permitted by the laws of the jurisdiction of organization of TranSystems and is in compliance with said laws. The date of adoption of the Agreement and Plan of Merger by the shareholders of TranSystems was October 9, 1998.

3. The shareholders of MSM entitled to vote thereon approved and adopted the aforesaid Agreement and Plan of Merger by written consent given on October 12, 1998 in accordance with the provisions of Section 607.0704 of the Florida Business Corporation Act.

4. The effective time and date of the merger herein provided for in the State of Florida shall be the date of the filing of these Articles of Merger with the Florida Secretary of State.

Executed on October 12, 1998.

MORALES, SHUMER & MOCK ENGINEERS, INC.

By: 

Title: Eduardo J. Morales, President.

TRANSYSTEMS MERGER CORPORATION

By: 

Brian G. Larson, President

**DESCRIPTION OF THE
AGREEMENT AND PLAN OF MERGER
BETWEEN TRANSYSTEMS CORPORATION,
TRANSYSTEMS MERGER CORPORATION
AND
MORALES, SHUMER & MOCK ENGINEERS, INC.**

1. **THE MERGER**

(a) **The Merger.** On the Closing Date, upon the terms and subject to the conditions set forth herein, and in accordance with the corporate laws of the state of incorporation of TranSystems Merger Corporation ("Merger-Sub") and Morales, Shumer & Mock Engineers, Inc. ("Company"), Merger Sub shall be merged with and into Company, the separate existence of Merger Sub shall cease, and Company shall continue as the surviving corporation (the "Merger"). Company after the Merger is sometimes hereafter referred to as the "Surviving Corporation." Accomplishment of the Merger shall be conditioned upon the approval of the Agreement and Plan of Merger by both the Board of Directors and the shareholders of Company and Merger Sub and the approval of the Agreement and Plan of Merger by the Board of Directors of TranSystems Corporation ("Parent"), pursuant to the applicable laws in existence in the respective states of their incorporation.

Without limiting the generality of the foregoing, on the Closing Date, the Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, immunities and franchises, as of a public or a private nature, of Merger Sub and Company, and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choses in action, and all and every other interest, of or belonging to or due to Merger Sub and Company, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested in any of such corporations shall not revert or be in any way impaired by reason of the Merger. The Surviving Corporation shall assume and thenceforth be responsible and liable for all the liabilities and obligations (including all obligations of indemnification, if any) of Merger Sub and Company, and any claim existing or action or proceeding pending by or against Merger Sub or Company may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place. Neither rights of creditors nor any liens upon the property of Merger Sub and Company shall be impaired by the Merger.

(b) **Effect of the Merger.** On the Closing Date, Surviving Corporation shall continue its corporate existence under the Laws of Florida and shall succeed to all rights, privileges, immunities, franchises and powers, and be subject to all duties, liabilities, debts and obligations, of Merger Sub in accordance with the provisions of the Corporate Laws.

2. **THE SURVIVING CORPORATION**

(a) **Articles.** The Articles of Incorporation of Company as in effect immediately prior to the Effective Time shall be the Articles of Incorporation of Surviving Corporation until thereafter amended in accordance with applicable law and such Articles of Incorporation.

(b) **Bylaws.** The bylaws of Company as in effect immediately prior to the Effective Time shall be the bylaws of Surviving Corporation until thereafter amended in accordance with applicable law, the Articles of Incorporation of such Surviving Corporation and such bylaws.

(c) **Board of Directors.** The directors of Surviving Corporation, as of the Effective Time, shall, pursuant to this Agreement, be changed to Brian G. Larson, Edward J. Mulcahy, David B. Ladner, M. John Vickerman, Theodore J. Cambern, Jr. and James E. Martin, each of which shall serve until his or her successor, if there is to be one, is duly elected and qualified. After the Effective Time, Surviving Corporation shall take any and all actions necessary by Florida law in order to notify the Secretary of State's office of the change in the directors.

(d) **Officers.** The officers of Surviving Corporation, as of the Effective Time, shall be changed to the following, each of which such officers shall serve until his or her successor, if there is to be one, is duly qualified:

President: Brian G. Larson

Secretary/Treasurer: Michael L. Maples

Assistant Secretary: Garry T. Shook

3. **MERGER CONSIDERATION, CONVERSION**

(a) **Company Shares.** At the Effective Time, by virtue of the Merger, all of the Shares issued and outstanding immediately prior to the Effective Time shall be transferred by the Shareholders to Parent in exchange for (1) 6,371 shares of common stock, no par value per share, of Parent at \$67.97 per share; and (2) two (2) promissory notes to Eduardo J. Morales and Robert J. Shumer, respectively, in the principal amount of \$56,250.00, each bearing interest at the rate of 7.75% per annum and payable in three (3) equal payments (the "Merger Consideration").

(b) **Allocation.** The Merger Consideration shall be allocated among the Shareholders of Company in accordance with the table attached hereto as Exhibit A. If the allocation results in fractional shares, then no fractional shares shall be issued, and in lieu thereof a Shareholder shall be paid an amount in cash equal to such fractional part of a share multiplied by the price in existence on the date of Closing as established by the Amended and Restated Corporation and Shareholder's Agreement of Parent then in effect.

(c) **Other Shares.** Each share of common stock of Merger Sub issued and outstanding immediately prior to the Effective Time shall be exchanged for one share of common stock of Surviving Corporation.

(d) **Closing.**

The consummation of the transactions contemplated in this Agreement (the "Closing") shall take place at the offices of Company, at 10:00 a.m., Eastern time, on October 13, 1998 (the "Closing Date") or such other place and time as the parties may mutually agree.

On the Closing Date, Company and Merger Sub shall file the documents required by the Corporate Laws to effect the Merger and such documents shall become effective on the date of the Closing (the "Effective Time").

At the Closing, Parent and Merger Sub shall execute and deliver to Company and the Shareholders the documents described on Schedule 3.4(c) of the Agreement and Plan of Merger.

At the Closing, Company and the Shareholders shall execute and deliver to Parent and Merger Sub the documents described on Schedule 3.4(d) of the Agreement and Plan of Merger.

On the Closing Date, the Shareholders shall deliver to Parent or its designee any and all certificates representing the Shares, duly endorsed for transfer, and such other documents, instruments and agreements related thereto, as Parent may reasonably request in order to effect the issuance of the Merger Consideration. Promptly upon receipt of the Shares, Parent shall cause its transfer agent to issue the Merger Consideration to the Shareholders. Prior to delivery of the Shares pursuant to this paragraph, Parent shall not be required to issue or cause the issuance of the Merger Consideration to the Shareholders.

All of the deliveries and other transactions required to take place at the Closing and all documents relating thereto shall be interdependent and none shall be effective unless and until all are effective (except to the extent that the party entitled to the benefit thereof has waived, in writing, satisfaction or performance thereof as a condition precedent hereto).

4. **ADDITIONAL AGREEMENTS.** The parties have made certain additional agreements as to expenses of the merger, publicity, the handling of the surviving corporation's existing debt, the release of personal guarantees of the surviving corporation's existing debt by its shareholders, the handling of various tax matters, and the retention of certain employees of the surviving corporation.
5. **REPRESENTATIONS AND WARRANTIES.** Both parties have agreed upon certain representations and warranties to be made to each other as a condition precedent to consummation of the merger.
6. **INDEMNITIES.** Each party has agreed to indemnify the other under certain circumstances.

EXHIBIT A

MERGER CONSIDERATION ALLOCATION

	<u>Eduardo J. Morales</u>	<u>Robert J. Shumer</u>	<u>Randall L. Mock</u>	<u>Eduardo J. Morales, Jr.</u>
TranSystems Stock Value	\$201,250	\$201,250	\$25,000	\$30,000
Number of Shares	2961	2961	368	441
Promissory Note	\$56,250	\$56,250		