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MERGER OR SHARE EXCHANGE
THE NEW FLORIDA INDUSTRIAL ELECTRIC, INC.

FILED
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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: The New Florida Industrial Electric, 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:

Philip S. Kaprow, Esq.
(Contact Person)

Nexia Strategy Corporation
(Firm/Company)

20 N. Orange Ave., Ste. 1400
(Address)

Orlando, FL 32801
(City/State and Zip Code)

For further information concerning this matter, please call:

Philip S. Kaprow, Esq. At (407) 318 - 8000
(Name of Contact Person) (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

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**ARTICLES OF MERGER OF FLORIDA INDUSTRIAL ELECTRIC, INC. AND
THE NEW FLORIDA INDUSTRIAL ELECTRIC, INC.**

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 is The New Florida Industrial Electric, Inc., a Florida corporation, Document Number P05000078601

Second: The name and jurisdiction of the merging corporation is Florida Industrial Electric, Inc., a Florida corporation, Document Number P98000038651.

Third: The Plan of Merger is attached hereto and incorporated by reference herein.

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

Fifth: The Plan of Merger was adopted by the directors of the surviving corporation on August 31, 2005.

Sixth: The Plan of Merger was adopted by the directors and shareholders of the merging corporation on September 1, 2005.

05 SEP -9 AM 9:37
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
FILED

Florida Industrial Electric, Inc.,
a Florida corporation

The New Florida Industrial Electric, Inc.,
a Florida corporation

By: 
Conrad D. Eigenmann, Jr. President

By: 
Conrad D. Eigenmann, Jr. President

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PLAN OF MERGER

This PLAN OF MERGER (this "*Plan*") is by and between FLORIDA INDUSTRIAL ELECTRIC, INC., a Florida corporation (the "*Company*"), and THE NEW FLORIDA INDUSTRIAL ELECTRIC, INC., a Florida corporation (the "*Buyer*"). Section 11 sets forth certain definitions used herein. For and in consideration of the premises and of the respective representations, warranties, covenants, agreements and conditions of the parties contained herein, it is hereby agreed as follows:

Section 1. The Merger. Upon the terms and subject to the conditions hereof, at the Effective Time (as defined in Section 1.2 hereof), Company shall be merged with and into the Buyer in accordance with the applicable provisions of the Florida Business Corporation Act (the "*FBCA*") and the separate existence of Company shall thereupon cease, and the Buyer shall be the surviving corporation in the Merger (sometimes referred to herein as the "*Surviving Company*"). The Merger shall have the effects set forth in Section 607.1106 of the FBCA, including without limitation, the Surviving Company's succession to and assumption of all rights and obligations of the Company.

Section 2. Effective Time of the Merger. The Merger shall become effective (the "*Effective Time*") when properly executed Articles of Merger are duly filed with the Secretary of State of the State of Florida.

Section 3. Articles of Incorporation and Bylaws of Surviving Company. Effective at and after the Effective Time, the Articles of Incorporation of the Buyer shall be the Articles of Incorporation of the Surviving Company. Effective at and after the Effective Time, the Bylaws of the Buyer shall be the Bylaws of the Surviving Company.

Section 4. Directors and Officers. At and after the Effective Time, (a) the Board of Directors of Buyer immediately prior to the Effective Time shall be the Board of Directors of the Surviving Company and (b) the officers of the Buyer immediately prior to the Effective Time shall be the officers of the Surviving Company, in the case of both clause (a) and (b) until their respective successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Company's Bylaws and the FBCA.

Section 5. Excluded Assets. It is expressly understood and agreed that immediately prior to the Effective Time, the following assets of the Company shall be distributed to the Parent and shall not be assets of the Surviving Company (such assets are hereinafter referred to collectively as the "*Excluded Assets*," and the assets of the Surviving Company at the Effective Time, other than the Excluded Assets, are hereinafter referred to collectively as the "*Assets*"):

- (a) Cash and cash equivalents or similar type investments, such as certificates of deposit, Treasury bills and other marketable securities;
- (b) Claims for refunds of taxes and other governmental charges to the extent such refunds relate to periods ending on or prior to the Closing Date;

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- (c) Any asset, tangible or intangible, which is not freely transferable through Merger without the consent of a third party, upon the failure to obtain such consent;
- (d) Any records required by applicable laws to be retained by the Parent;
- (e) Any contract or agreement, whether written or oral, between the Company and IES Contractors, Inc. or IES Federal Contract Group L.P.; and
- (f) Any amounts owed to the Company by Parent, Integrated Electrical Finance, Inc., IES Management LP, IES Management ROO LP, IES Properties, Inc., or IES Reinsurance, Ltd.

Section 6. Conversion of Shares. Upon consummation of the Merger, by virtue of the Merger and without any action on the part of any holder of any Stock, each share of Stock outstanding immediately prior to the Effective Date shall be converted into a right to receive the following (the "**Merger Consideration**"):

- (i) \$5,960.25 in cash;
- (ii) \$1,950.75 in principal amount of Surviving Company promissory notes (the "**Notes**").

The gross amount of Merger Consideration payable to Parent, as the holder of all 1,000 shares of outstanding Stock, shall be \$5,960,250 in cash and \$1,950,750 in Notes (the "**Gross Merger Consideration**"). The cash portion of the Gross Merger Consideration shall be paid to Parent by wire transfer from Buyer to an account designated by Parent in writing prior to the Closing. The Notes will be delivered to the Parent at the Closing. The Gross Merger Consideration is subject to further adjustment as set forth in Section 9 below.

Each share of stock of Buyer outstanding immediately prior to the Effective Date is to be an identical share of the Surviving Company immediately after the Effective Date.

Section 7. Surrender of Shares.

(a) At the Closing, upon surrender to Buyer of certificates representing shares of Stock (the "**Certificates**"), Buyer shall promptly deliver to the Parent the Gross Merger Consideration, and the Certificates shall be cancelled. Each Certificate evidencing Stock shall, after the Effective Date, be deemed to evidence only the right to receive the Merger Consideration to which its holder is entitled pursuant to Section 6.

(b) From and after the Effective Date, the holders of Certificates evidencing ownership of Stock outstanding immediately prior to the Effective Date shall cease to have any rights with respect to such Stock except as otherwise provided herein or by law. No interest shall be paid or accrue on any portion of the Merger Consideration, except for interest accruing on the Notes in accordance with their terms following the issuance and delivery thereof.

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(c) In the event that a Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such certificate to be lost, stolen or destroyed, the Surviving Corporation shall pay the Merger Consideration in respect thereof. The owner of such lost, stolen or destroyed certificate shall deliver to the Surviving Company such indemnity and bond as it may reasonably direct as protection against any claim that may be made against the Surviving Company with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 8. Effective Date. The Parties acknowledge that the Merger will be effective, for purposes of Florida corporate law, on the Effective Date. However, the Parties agree that they shall treat the Merger as being effective as of the close of business on August 31, 2005 (the "**Agreed Effective Time**") for financial statement reporting and tax purposes, and for all other purposes as among themselves.

Section 9. Cash Reconciliation. Within 60 days following the Closing Date, the Parent shall prepare and deliver to the Surviving Company a schedule setting forth, for the period commencing on August 1, 2005, and ending as of the Agreed Effective Time, (a) the cash disbursements funded by the Company, the Parent or any of their affiliates for the benefit of the Company, to include those made in the ordinary course to trade vendors and those made in the ordinary course for Company employee benefit plans (the "**Disbursements**"), and (b) the cash deposits made by the Company (the "**Deposits**"). Within three business days following the Surviving Company's receipt of such schedule, (i) the Surviving Company shall remit to the Parent in immediately available funds, the amount by which the Disbursements exceed the Deposits, if any, or (ii) the Parent shall remit to the Surviving Company, in like manner and within such period, the amount by which Deposits exceed the Disbursements, if any. Disbursements shall include, but not be limited to, actual cash amounts paid by the Company or the Parent on behalf of the Company with respect to pre-Agreed Effective Time periods, including (i) amounts paid after July 31, 2005 for checks issued by the Company or Parent on behalf of the Company on or before July 31, 2005 that had not cleared the banks on July 31, 2005, which amounts were reflected on the July 31, 2005 balance sheet as negative cash amounts, (ii) checks issued by the Company or Parent on behalf of the Company subsequent to July 31, 2005, but before the Agreed Effective Time that have not cleared the banks as of the Agreed Effective Time, (iii) workers compensation, general liability, auto insurance, health and similar insurance premiums paid by the Parent on behalf of the Company with respect to periods prior to the Agreed Effective Time, whether accrued prior to or after the Agreed Effective Time, and (iv) other amounts paid by the Company or by the Parent on behalf of the Company with respect to periods prior to the Agreed Effective Time, but for which invoices are received or accruals are made after the Agreed Effective Time. Deposits shall include, but not be limited to, actual cash amounts received by the Company or the Parent on behalf of the Company subsequent to July 31, 2005, but before the Agreed Effective Time that have not been reflected in the Company's accounts as of the Agreed Effective Time. Disbursements and Deposits will be accounted for in accordance with Parent's accounting practices consistent with past periods.

Section 10. Expenses: Consents and Taxes. The Buyer shall pay, or cause to be paid (i) all costs and expenses of obtaining all consents of third parties for the Merger, and (ii) all transfer, stamp, sales, use or other similar taxes or duties payable in connection with the Merger.

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Section 11. Definitions.

"Business" shall mean the electrical construction and services business in which the Company is engaged.

"Closing" shall mean the closing of the Merger and the transactions associated therewith .

"Closing Date" shall mean the date on which the Closing occurs.

"Merger" shall mean the merger approved by the respective Boards of Directors of Parent, Buyer and the Company of the Company with and into Buyer upon the terms and subject to the conditions set forth herein.

"Parent" shall mean Integrated Electrical Services, Inc., a Delaware corporation.

"Stock" shall mean 1,000 shares of common stock, \$0.01 par value per share of the Company owned by Parent (the **"Stock"**), which constitutes all of the issued and outstanding capital stock of the Company.