

DOCUMENTS SIGNED IN COUNTERPART

L98000001338

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H11000085975 3)))



H110000859753ABC3

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

FILED
2011 APR -1 AM 8:49
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

To: Division of Corporations
Fax Number : (850)617-6380

From: Account Name : WILLIAMS, PARKER, HARRISON, DIETZ & GETZLER, P.A.
Account Number : 072720000266
Phone : (941)366-4800
Fax Number : (941)552-7141

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: avanbuskirk@andrewsmyers.com

MERGER OR SHARE EXCHANGE
JAMES CONSTRUCTION GROUP, L.L.C.

Certificate of Status	1
Certified Copy	1
Page Count	08
Estimated Charge	\$77.50

RECEIVED

11 APR -1 AM 8:26

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

C. LEWIS

APR 4 2011

EXAMINER

Electronic Filing Menu

Corporate Filing Menu

Help

H11000085975 3

FILED

2011 APR -1 AM 8:59

**SECRETARY OF STATE
TALLAHASSEE, FLORIDA**

**CERTIFICATE OF MERGER
OF
CARDINAL MECHANICAL, INC.
WITH AND INTO
JAMES CONSTRUCTION GROUP, L.L.C.**

JAMES CONSTRUCTION GROUP, L.L.C., a Florida limited liability company ("LLC"), hereby delivers to the Department of State for filing this Certificate of Merger for the merger of **CARDINAL MECHANICAL, INC.**, a Texas corporation ("Corporation"), with and into LLC. LLC shall be the surviving business entity.

1. A true copy of the Plan of Merger is attached hereto as "Exhibit A."
2. The foregoing Plan of Merger was approved by LLC in accordance with Section 608.4381, Florida Statutes.
3. The foregoing Plan of Merger was approved by Corporation in accordance with Section 607.1103, Florida Statutes.
4. The effective date of the merger is April 1, 2011.

IN WITNESS WHEREOF, this Certificate of Merger has been executed and delivered by the constituent business entities as of the Effective Date.

L98000001338

JAMES CONSTRUCTION GROUP, L.L.C.,
a Florida limited liability company

By: 
JOHN PERISICH
As its Manager

CARDINAL MECHANICAL, INC.,
a Texas corporation

By: _____
DON PATRICK
As its President

H11000085975 3

FILED
2011 APR -1 AM 0:49
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**CERTIFICATE OF MERGER
OF
CARDINAL MECHANICAL, INC.
WITH AND INTO
JAMES CONSTRUCTION GROUP, L.L.C.**

JAMES CONSTRUCTION GROUP, L.L.C., a Florida limited liability company ("LLC"), hereby delivers to the Department of State for filing this Certificate of Merger for the merger of **CARDINAL MECHANICAL, INC.**, a Texas corporation ("Corporation"), with and into LLC. LLC shall be the surviving business entity.

1. A true copy of the Plan of Merger is attached hereto as "Exhibit A."
2. The foregoing Plan of Merger was approved by LLC in accordance with Section 808.4381, Florida Statutes.
3. The foregoing Plan of Merger was approved by Corporation in accordance with Section 607.1103, Florida Statutes.
4. The effective date of the merger is April 1, 2011.

IN WITNESS WHEREOF, this Certificate of Merger has been executed and delivered by the constituent business entities as of the Effective Date.

JAMES CONSTRUCTION GROUP, L.L.C.,
a Florida limited liability company

By: _____
JOHN PERISICH
As its Manager

CARDINAL MECHANICAL, INC.,
a Texas corporation

By: 
DON PATRICK
As its President

H11000085975 3

FILED

2011 APR -1 AM 10:50

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PLAN OF MERGER
OF
CARDINAL MECHANICAL, INC.
WITH AND INTO
JAMES CONSTRUCTION GROUP, L.L.C.

THIS PLAN OF MERGER ("Plan"), dated as of April 1, 2011, by and between JAMES CONSTRUCTION GROUP, L.L.C., a Florida limited liability company (the "Surviving Entity"), and CARDINAL MECHANICAL, INC., a Texas corporation (the "Constituent Entity").

WHEREAS, the Board of Directors of the Constituent Entity and the Manager of the Surviving Entity have each approved and adopted this Plan and the transactions contemplated by this Plan, in each case after making a determination that this Plan and such transactions are advisable and fair to, and in the best interests of, such entity and its owners; and

WHEREAS, pursuant to the transactions contemplated by this Plan and on the terms, and subject to the conditions set forth herein, the Constituent Entity, in accordance with the Florida Limited Liability Act, Chapter 608, Florida Statutes, as amended (the "Act"), and the Texas Business Organizations Code, as amended (the "BOC"), will merge with and into the Surviving Entity, with the Surviving Entity as the surviving limited liability company (the "Merger").

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Merger**. Upon the terms and subject to the conditions set forth in this Plan, and in accordance with Section 608.438(2) of the Act and Section 10.007 of the BOC, the Constituent Entity shall be merged with and into the Surviving Entity on the Effective Date (as hereinafter defined). Immediately following the Effective Date, the separate corporate existence of the Constituent Entity shall cease, and the Surviving Entity shall continue as the surviving entity. The Merger shall have the effects set forth in the Act and the BOC, including without limitation, Section 608.4383 of the Act and Section 10.008 of the BOC. Without limiting the generality of the foregoing, from the Effective Date, all the properties, rights, privileges, immunities, powers and franchises of the Constituent Entity shall vest in the Surviving Entity, and all debts, liabilities, obligations and duties of the Constituent Entity shall become the debts, liabilities, obligations and duties of the Surviving Entity.

2. **Effective Date**. Subject to the provisions of this Plan, on the date hereof, the parties shall duly prepare, execute and file a certificate of merger for the merger complying with the Act, with the Secretary of State of the State of Florida (the "Florida Certificate of Merger"), and a certificate of merger for the merger complying with the BOC, with the Secretary of State of Texas (the "Texas Certificate of Merger"), together with the Florida Certificate of Merger, collectively the "Certificates of Merger"). The Merger shall become effective on April 1, 2011 (the "Effective Date").

H11000085975 3

FILED

2011 APR -1 AM 10:50

SECRETARY OF STATE
TENNISSEE-FLORIDA

3. Representations and Warranties of the Surviving Entity. The Surviving Entity represents and warrants to the Constituent Entity as the Effective Date as follows:

a. Good Standing. The Surviving Entity is a limited liability company duly organized and validly existing and in good standing under the laws of the State of Florida, and it is duly authorized, qualified and licensed under all applicable laws, regulations, ordinances, and orders of public authorities to carry on its business in the places and in the manner as now conducted. The character and location of the assets now owned or regularly leased by the Surviving Entity in the conduct of its business, and the nature of the business as now transacted by the Surviving Entity, do not require qualification as a foreign entity in any jurisdiction which it is not so registered.

b. Authorization. The plan has been submitted to, and duly approved by the Member and Manager of the Surviving Entity.

c. Member. Primoris Services Corporation, a Delaware corporation, is the sole member of the Surviving Entity. Each membership interest unit of the Surviving Entity is duly and validly authorized and issued, fully paid and nonassessable.

d. Managers. The Managers and the addresses of the Managers of the Surviving Entity are:

Mike Killgore
11200 Industriplex Boulevard
Suite 150
Baton Rouge, LA 70809

Brian Pratt
26000 Commercentre Drive
Lake Forest, CA 92653

Pete Moerbeck
26000 Commercentre Drive
Lake Forest, CA 92653

John Perisich
26000 Commercentre Drive
Lake Forest, CA 92653

4. Representations and Warranties of the Constituent Entity. The Constituent Entity represents and warrants to the Surviving Entity as of the Effective Date as follows:

a. Good Standing. The Constituent Entity is a corporation duly organized and validly existing and in good standing under the laws of the State of Texas, and it is duly authorized, qualified and licensed under all applicable laws, regulations, ordinances, and orders of public authorities to carry on its business in the places and in the manner as now conducted. The character and location of the assets now owned or regularly leased by the Constituent Entity in the conduct of its business, and the nature of the business as now transacted by the Constituent Entity, do not require qualification as a foreign entity in any jurisdiction which it is not so registered.

b. Authorization. The plan has been submitted to, and duly approved by, the shareholder and all of the directors of the Constituent Entity.

c. Shareholder. Primoris Services Corporation, a Delaware corporation, is the sole shareholder of the Constituent Entity. Each share of stock of the Constituent Entity is duly and validly authorized and issued, fully paid and nonassessable.

d. Directors and Officers. The directors and officers of the Constituent Entity are:

Don Patrick – President and Director
Alfons Theeuwes – Chief Financial Officer and Director
John Perisich – Secretary and Director

5. Organizational Documents. The Articles of Organization and the Operating Agreement of the Surviving Entity in effect at the Effective Date shall not be altered or otherwise affected by virtue of the Merger.

6. Managers and Officers. The manager and officers of the Surviving Entity immediately prior to the Effective Date shall remain the manager and officers of the Surviving Entity from and after the Effective Date and shall hold as provided for in the Articles of Organization and Operating Agreement of the Surviving Entity or as otherwise provided by the Act.

7. Securities. At the Effective Date, by virtue of the Merger and without any action on the part of the Surviving Entity or the Constituent Entity or the holders of shares of capital stock of the Constituent Entity:

a. each share of common stock of the Constituent Entity, par value \$1.00 per share ("Constituent Entity Common Stock"), issued and outstanding immediately prior to the Effective Date will automatically be canceled and retired and will cease to exist and no consideration will be delivered in exchange therefore;

b. each share of Constituent Entity Common Stock that is owned by the Constituent Entity (as treasury stock or otherwise) will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and

c. each membership interest unit of Surviving Entity issued and outstanding immediately prior to the Effective Date shall remain outstanding following the consummation of the Merger.

8. Certificates. The shareholder of the Constituent Entity shall surrender to the Surviving Entity the certificate or certificates (the "Certificates") that immediately prior to the Effective Date evidenced outstanding shares of Constituent Entity Common Stock to Surviving Entity.

9. Supplemental Action. If at any time after the Effective Date, the Surviving Entity shall determine that any further conveyances, transfers, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of this Plan, the appropriate officers of the Surviving Entity and the Constituent Entity, as the case may be, whether past or remaining in office, shall execute and deliver, on the request of the Surviving Entity, any and all proper conveyances, transfers, agreements, documents, instruments, and assurances and perform all necessary or proper acts, to vest, perfect, confirm or record title thereto to the Surviving Entity, or to otherwise carry out the provisions of this Plan.

H11000085975 3

10. Entire Plan. This Plan together with the Certificates of Merger constitutes the sole and entire agreement of the parties to this Plan with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

11. Successors and Assigns. This Plan shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

12. No Third-Party Beneficiaries. This Plan is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Plan.

13. Headings. The headings in this Plan are for reference only and shall not affect the interpretation of this Plan.

14. Amendment and Modification; Waiver. This Plan may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Plan, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Plan shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

15. Severability. If any term or provision of this Plan is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Plan or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Plan so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

16. Governing Law; Submission to Jurisdiction. This Plan shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.

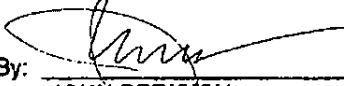
17. Counterparts. This Plan may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Plan delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Plan.

[SIGNATURE PAGE FOLLOWS]

H11000085975 3

IN WITNESS WHEREOF, the parties hereto have executed this Plan as of the date first above written.

JAMES CONSTRUCTION GROUP, L.L.C.,
a Florida limited liability company

By: 

JOHN PERISICH
As its Manager

CARDINAL MECHANICAL, INC.,
a Texas corporation

By: _____

DON PATRICK
As its President

2011 APR -4 AM 9:50
SECRETARY OF STATE
TALLAHASSEE FLORIDA

FILED

H11000085975 3

IN WITNESS WHEREOF, the parties hereto have executed this Plan as of the date first above written.

JAMES CONSTRUCTION GROUP, L.L.C.,
a Florida limited liability company

By: _____
JOHN PERISICH
As its Manager

CARDINAL MECHANICAL, INC.,
a Texas corporation

By: _____
DON PATRICK
As its President

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2011 APR -4 AM 10:00

FILED