

Florida Department of State
Division of Corporations
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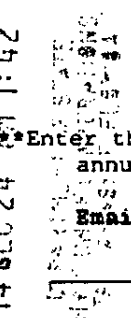
Division of Corporations
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****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

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MERGER OR SHARE EXCHANGE
Lambert's Cable Splicing Company, LLC

Certificate of Status	0
Certified Copy	1
Page Count	11
Estimated Charge	\$68.75

merger
DEC 29 2014

R. WHITE

12/31

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FLORIDA DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

14 DEC 24 PM 1:16

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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Lambert's Cable Splicing Company, LLC

Name of Surviving Party

Please return all correspondence concerning this matter to:

Natasha Wright

Contact Person

Dycom Industries, Inc.

Firm/Company

11770 U.S. Highway 1, Suite 101

Address

Palm Beach Gardens, FL 33408

City, State and Zip Code

nwright@dycominc.com

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

For further information concerning this matter, please call:

Shane Segarra

Name of Contact Person

at 305 982-6536

Area Code and Daytime Telephone Number

☒ Certified Copy (optional) \$8.75

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

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14 DEC 24 AM 10:18

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Articles of Merger
For
Florida Profit or Non-Profit Corporation
Into
Other Business Entity

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 605.1025, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Hewlett Power & Communications, Inc.	Florida	Corporation
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Lambert's Cable Splicing Company, LLC	Delaware	Limited Liability Company

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 605, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to no more than 90 days after the date this document is filed by the Florida Department of State, December 31, 2014 at 11:59 p.m. EST

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

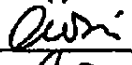

2521 South Wesleyan Boulevard
Rocky Mount, NC 27803

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Hewitt Power & Communications, Inc.		H. Andrew DeFerrari
Lambert's Cable Splicing Company, LLC		H. Andrew DeFerrari

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General Partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

FILED

(-6/11)

14 DEC 24 AM 10:16

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AGREEMENT AND PLAN OF MERGER

BETWEEN

HEWITT POWER & COMMUNICATIONS, INC.
a Florida corporation

AND

LAMBERT'S CABLE SPLICING COMPANY, LLC
a Delaware limited liability company

AGREEMENT AND PLAN OF MERGER, made this 24th day of December 2014 (the "Agreement"), by and between Hewitt Power & Communications, Inc., a Florida corporation (the "Non-Survivor"), and Lambert's Cable Splicing Company, LLC, a Delaware limited liability company (the "Survivor").

WITNESSETH:

WHEREAS, the Survivor desires to acquire the property and other assets, and to assume all of the liabilities and obligations of the Non-Survivor by means of a merger (the "Merger") of the Non-Survivor with and into the Survivor;

WHEREAS, the Non-Survivor desires to have its property and other assets acquired, and to have all of its liabilities and obligations assumed, by the Survivor by means of the Merger;

WHEREAS, Section 18-209 of the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101, et seq. (the "Delaware Act"), authorizes the merger of a Delaware limited liability company with a Florida corporation;

WHEREAS, Section 607.1108 of the Florida Business Corporation Act (the "Florida Act"), authorizes the merger of a Florida corporation with a Delaware limited liability company;

WHEREAS, the Survivor and the Non-Survivor desire to set forth the terms and conditions for the consummation of the Merger, following which the Survivor shall be the surviving entity;

WHEREAS, the Board of Directors of the Non-Survivor has (i) approved this Agreement and the consummation of the Merger and (ii) directed that this Agreement be submitted to its sole shareholder for approval; and

WHEREAS, the Board of Directors of the Survivor has (i) approved this Agreement and the consummation of the Merger and (ii) directed that this Agreement be submitted to its sole member for approval.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Article I: The Merger

Section 1.01 - The Merger

(a) Pursuant to the terms of this Agreement, the Non-Survivor, being the wholly-owned subsidiary of the Survivor, shall merge with and into the Survivor. The Survivor shall cause to be filed a Certificate of Merger with the Office of the Secretary of State of the State of Delaware. The Non-Survivor shall cause to be filed Articles of Merger with the Department of State of the State of Florida. The Merger will take effect on December 31, 2014 at 11:59 p.m. (Eastern Standard Time) (the "Effective Time").

(b) At the Effective Time, the Non-Survivor shall be merged with and into the Survivor, whereupon the separate existence of the Non-Survivor shall cease, and the Survivor shall be the surviving entity of the Merger.

(c) The Survivor as the surviving entity shall continue its existence as a limited liability company under the laws of the State of Delaware.

Article II: The Survivor

Section 2.01 - The Survivor

The name of the surviving entity is "Lambert's Cable Splicing Company, LLC".

Section 2.02 - Limited Liability Company Agreement

The Agreement of Limited Liability Company of the Survivor in effect immediately prior to the Effective Time shall be the Agreement of Limited Liability Company of the Survivor unless and until amended in accordance with such agreement and the Delaware Act.

Section 2.03 - Directors, Officers and Authorized Persons

The directors, officers and authorized persons of the Survivor at the Effective Time shall be the directors, officers and authorized persons, respectively, of the Survivor on and after the Effective Time until expiration of their current terms and until their successors are elected and qualified, or prior resignation, removal or death, subject to the Agreement of Limited Liability Company of the Survivor and subsequent actions by the Board of Directors or member of the Survivor.

Article III: Transfer of Assets and Liabilities

Section 3.01 - Transfer and Conveyance

At the Effective Time, all of the rights, privileges and powers of the Non-Survivor and the Survivor, and all property, real, personal and mixed, and all debts due to each of the Non-Survivor and the Survivor, as well as all other things and causes of action belonging to each of the Non-Survivor and the Survivor shall be vested in the Survivor, and shall thereafter be the property of the Survivor.

Section 3.02 - Assumption

At the Effective Time, the Survivor as the surviving entity, shall be liable for all of the liabilities and obligations of the Non-Survivor.

Article IV: Treatment of Interests of the Survivor and Shares of the Non-Survivor

Section 4.01 - Cancellation of Shares of the Non-Survivor

At the Effective Time, each share of stock of the Non-Survivor outstanding immediately prior to the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled.

Section 4.02 - Interests of the Survivor

At the Effective Time, the sole limited liability company interest in the Survivor existing pursuant to the Survivor's Agreement of Limited Liability Company, outstanding immediately prior to the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be unaffected by the Merger and shall remain outstanding as a limited liability company interest in the Survivor.

Article V: Amendment, Termination

Section 5.01 - Termination

This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time, whether before or after approval by the Board of Directors and member of the Survivor or the Board of Directors and sole stockholder of the Non-Survivor, by mutual written consent of the Boards of Directors of the Survivor and the Non-Survivor.

Section 5.02 - Effect of Termination

If this Agreement is terminated pursuant to Section 5.01, this Agreement shall become void and of no effect with no liability on the part of either party hereto.

Section 5.03 - Amendment

The parties hereto, by mutual consent of the Board of Directors of the Survivor and the Board of Directors of the Non-Survivor, may amend, modify or supplement this Agreement in such manner as may be agreed upon by them in writing at any time before or after adoption and approval of this Agreement by the Board of Directors and sole member of the Survivor and the Board of Directors and sole stockholder of the Non-Survivor but not later than the Effective Time; provided, however, that no such amendment, modification or supplement that has not been adopted and approved by the sole member of the Survivor and the sole stockholder of the Non-Survivor shall be inconsistent with the provisions of the Delaware Act or the Florida Act.

Article VI: Covenants of the Non-Survivor

Section 6.01 - Covenants of the Non-Survivor

If at any time the Non-Survivor shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Survivor the title to any property or right of the Survivor, or otherwise to carry out the provisions hereof, the proper representatives of the Non-Survivor as of the Effective Time shall execute and deliver any and all proper deeds, assignments, and assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in the Survivor, and otherwise to carry out the provisions hereof.

Section 6.02 - Authorization of the Non-Survivor

Upon or after the Effective Time, such persons as shall be authorized by the Board of Directors of the Non-Survivor shall be authorized to execute, acknowledge, verify, deliver, file and record, for and in the name of the Non-Survivor, any and all documents and instruments and shall do and perform any and all acts required by applicable law which the Board of Directors deems necessary or advisable, in order to effectuate the Merger and carry out the transactions contemplated hereby.

Article VII: Miscellaneous

Section 7.01 - No Waivers

No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 7.02 - Integration

This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, written or oral, between and among the parties with respect to the subject matter hereof. The parties acknowledge that there are no written agreements, contracts, covenants, promises, representations, warranties, inducements or understandings among them, with respect to the subjects hereof, except this Agreement.

Section 7.03 - Successors and Assigns

The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

Section 7.04 - GOVERNING LAW

THIS AGREEMENT SHALL IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF DELAWARE WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

Section 7.05 - Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement, and when executed shall be binding on the parties hereto.

Section 7.06 - Severability

In the event that one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

Section 7.07 - Consent to Jurisdiction/Service of Process

Each party hereto (i) irrevocably submits to the non-exclusive jurisdiction of any Delaware State court or Federal court sitting in Wilmington, Delaware in any action arising out of this Agreement, and (ii) consents to the service of process by mail. Nothing herein shall affect the right of any party to serve legal process in any manner permitted by law or affect its right to bring any action in any other court.

[signatures follow on next page]

IN WITNESS WHEREOF, the parties have caused this Agreement and Plan of Merger to be executed as of the date first above written.

LAMBERT'S CABLE SPLICING COMPANY,
LLC

By: 
Name: H. Andrew DeFerrari
Title: Treasurer

HEWITT POWER & COMMUNICATIONS, INC.

By: 
Name: H. Andrew DeFerrari
Title: Treasurer

WL-4013