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MERGER OR SHARE EXCHANGE

Daniel Electrical Contractors, Inc.

Certificate of Status	0
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Sections 607.1101 and 607.1109 of the Florida Business Corporation Act, the undersigned entities submit the following Articles of Merger:

and

SECOND: An Agreement and Plan of Merger (the "Plan of Merger") has been approved, adopted, certified, executed and acknowledged by each of the constituent entities, in accordance with the requirements of all applicable laws and their respective governing documents and is attached hereto as Exhibit A and made a part hereof. The Plan of Merger was adopted by the shareholders of each of the constituent entities on September 23, 2007.

THIRD: The merger is to become effective on September 28, 2007.

FOURTH: The Plan of Merger was duly approved by each Florida corporation that is a party to the merger in accordance with the applicable provisions of Chapter 607 of the Florida Business Corporation Act.

IN WITNESS WHEREOF, the Survivor and the Merged Corporation have caused this certificate to be signed by an authorized person the 27th day of September, 2007.

**DANIEL ELECTRICAL
CONTRACTORS, INC.**, a Florida
corporation

By: Curt L. Warnock
Curt L. Warnock, Vice President and
Authorized Person

CARPENTER, WILSON

By: Curt L. Warnock
Curt L. Warnock, Vice President and
Authorized Person

10/01/2007 10:29 8502227515

Agreement and Plan of Merger

CABDWBUESW133;

AGREEMENT AND PLAN OF MERGER

Agreement and Plan of Merger (this "**Agreement**") dated September 27, 2007 by and between Daniel Electrical Contractors, Inc., a Florida corporation (the "**Survivor**"), and Daniel Integrated Technologies, Inc., a Florida corporation (the "**Merged Corporation**");

WHEREAS, the Survivor is a corporation duly formed and validly existing under the laws of the State of Florida, all of whose issued and outstanding shares are wholly-owned by Integrated Electrical Services, Inc., a Delaware corporation ("IES");

WHEREAS, the Merged Corporation is a corporation duly formed and validly existing under the laws of the State of Florida, all of whose issued and outstanding shares are wholly-owned by the Survivor; and

WHEREAS, the boards of directors of the Merged Corporation and the Survivor deem it advisable that the Merged Corporation merge with and into the Survivor on the terms and subject to the conditions set forth herein and in accordance with the laws of the State of Florida (the "Merger") and that the shares of the Merged Corporation be canceled upon consummation of the Merger as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

Section 1

Effect of Merger; Manner and Basis of Cancelling Stock

A. At the Effective Time (defined in Section 2 below), the Merged Corporation will be merged with and into the Survivor and the separate legal existence of the Merged Corporation will cease (except as may be continued by operation of law), and the Survivor will continue as the surviving corporation, all with the effects provided by applicable law.

B. At the Effective Time, the Survivor shall be subject to all the debts and liabilities of the Merged Corporation in the same manner as if the Survivor had itself incurred them. All rights of creditors and all liens upon the property of each constituent entity shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the Merger.

C. The Survivor will carry on its business with its assets as well as with the assets of the Merged Corporation, and shall be governed by the Articles of Incorporation (the "*Articles*") and the Bylaws (the "*Bylaws*") of the Survivor. The Articles and the Bylaws shall not be affected by the Merger. The present board of directors of the Survivor shall continue to serve as the board of directors of the surviving corporation until such time as their successors have been elected and qualified.

D. At the Effective Time, all of the shares, obligations or other securities of the Merged Corporation, together with any right to acquire any such shares, obligations or other securities, shall be canceled automatically and without the need for replacing evidence of such shares.

E. The present officers of the Survivor shall continue to serve as the officers of the surviving corporation on and after the Effective Time until the board of directors of the surviving corporation shall otherwise determine.

F. The executed Agreement shall be kept on file at the office of the Survivor located at 1800 West Loop South, Suite 500, Houston, TX 77027. A copy of this Agreement will be furnished by Survivor on request, without cost, to any shareholder of the parties to the Merger.

Section 2

Effective Time

The Effective Time is September 28, 2007 (the "*Effective Time*").

Section 3

Miscellaneous

A. *Binding Effect of Agreement.* Nothing in this Agreement, express or implied, is intended to confer on any party, other than the parties hereto and their respective permitted assigns, any rights, remedies, obligations, or liabilities under or by reason of this Agreement, and no person who is not a party to this Agreement may rely on the terms except as otherwise set out. This Agreement (1) constitutes the entire agreement between the parties relating to the subject matter hereof and (2) supersedes all previous understandings and agreements between the parties relating to the subject matter hereof, both oral and written. The terms and conditions of this Agreement will be binding on and inure to the benefit of the respective successors and permitted assigns of the parties hereto.

B. *Assignment.* No party to this Agreement may assign its rights or delegate its obligations hereunder without the prior written consent of each party. Any such attempted assignment will be void *ab initio*. Subject to the preceding sentences, this Agreement will be binding on and inure to the benefit of the parties and their respective successors and assigns.

C. *Amendment of Agreement.* This Agreement may be amended or modified only by written instrument duly executed by each of the parties hereto.

D. *Applicable Law.* This Agreement is made pursuant to, will be construed under, will be enforced by, and will be conclusively deemed for all purposes to have been executed and delivered under the laws of the State of Delaware without reference to conflicts of laws.

B. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which will constitute one instrument.

F. *Severability.* If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, the legality, validity, and enforceability of the remaining provisions of this Agreement will not be affected thereby, and in lieu of the illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be legal, valid, and enforceable.

G. *Waiver.* No term or provision of this Agreement may be waived or modified unless such waiver or modification is in writing and executed by all the parties hereto. Any waiver by any party hereto of a breach or failure to perform will not constitute a waiver of any subsequent breach or failure.

H. *Further Assurances.* The parties agree to take further actions and execute and deliver other documents, certificates, agreements, and other instruments as may be reasonably necessary or desirable to implement transactions contemplated by this Agreement.

I. *Section Headings.* The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

J. *Gender and Number of Words.* When the context requires, the gender of all words used in this Agreement includes the masculine, feminine, and neuter, and the number of all words includes the singular and the plural.

[The remainder of this page intentionally left blank.]

MERGED CORPORATION:

**DANIEL INTEGRATED TECHNOLOGIES,
INC., a Florida corporation**

By: 

Curt L. Warnock, Vice President and
Authorized Person

SURVIVOR:

**DANIEL ELECTRICAL CONTRACTORS,
INC., a Florida corporation**

By: 

Curt L. Warnock, Vice President and
Authorized Person

C&N\BWA\ESV\126.1