

P98000038651

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CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. Florida Industrial Electric, Inc. (Corporation Name) (Document #)
2. into (Corporation Name) (Document #)
3. IES-12, Inc. (Corporation Name) (Document #)
4. (Corporation Name) (Document #)

- ☒ Walk in ☐ Pick up time ☒ Certified Copy
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	Name Reservation

AMENDMENTS	
	Amendment
	Resignation of R.A. Officer/Director
	Change of Registered Agent
	Examiner
	Dissolution/Withdrawal
	Updater
	Merger
	Update

REGISTRATION/ QUALIFICATION	
	W.P. Verifier
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DEPARTMENT OF STATE
DIVISION OF CORPORATE
FAIR TRADE

ARTICLES OF MERGER
Merger Sheet

MERGING:

FLORIDA INDUSTRIAL ELECTRIC, INC., a Florida corporation G24300

INTO

IES-12, INC. which changed its name to

FLORIDA INDUSTRIAL ELECTRIC, INC., a Florida corporation, P98000038651

File date: May 20, 1998

Corporate Specialist: Annette Hogan

**ARTICLES OF MERGER
OF
FLORIDA INDUSTRIAL ELECTRIC, INC.
INTO
IES-12, INC.**

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act, the undersigned corporations do hereby make and execute these Articles of Merger for the purpose of merging FLORIDA INDUSTRIAL ELECTRIC, INC. into IES-12, INC. (the "Merger"):

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TALLAHASSEE, FLORIDA

A. The Plan of Merger is as follows:

1. Merger. The name of each corporation to be merged is Florida Industrial Electric, Inc., a Florida corporation ("FIE"), and IES-12, Inc., a Florida corporation ("IES-12"). IES-12, Inc. will be the surviving corporation whose name will be changed upon merger to "Florida Industrial Electric, Inc."

2. Conversion and Cancellation.

a. Cancellation of Certain Shares of Capital Stock of FIE. At the time the Merger is effective (the "Effective Time"), each issued and outstanding share of the common stock of FIE, par value \$5.00 per share ("FIE Common Stock"), that is owned, directly or indirectly, by FIE shall be cancelled and extinguished and no other consideration shall be delivered in exchange therefor.

b. Conversion of FIE Common Stock. Subject to Sections 1.2, 1.3, and 1.4 of the Agreement and Plan of Merger, dated as of May 18, 1998, by and among Integrated Electrical Services, Inc., a Delaware corporation ("IES"), IES-12, FIE, and Errol Johnson, Robert Behe, and Nancy King (the "Merger Agreement"), at the Effective Time the issued and outstanding shares of FIE Common Stock, other than those extinguished pursuant to Section 2(a) above, shall automatically be canceled and extinguished and converted, without any action on the part of the holder thereof, into the right to receive (at the time(s) and in the amounts described in the Merger Agreement) (i) an aggregate of 412,316 shares of common stock, \$0.01 par value, of IES ("IES Common Stock") and (ii) a total of \$7,700,000.00 cash (collectively the "Merger Consideration"). All such shares of FIE Common Stock, when so converted, shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist, and each holder of a certificate representing any such shares shall cease to have any rights with respect thereto,

except the right to receive the consideration therefor upon the surrender of such certificate in accordance with Sections 1.2 and 1.3 and 1.4 of the Merger Agreement.

c. Capital Stock of IES-12. At the Effective Time, each issued and outstanding share of capital stock of IES-12 shall continue to be issued and outstanding, unaffected by the Merger, and each stock certificate of IES-12 evidencing ownership of any such shares shall continue to evidence ownership of such shares of capital stock of IES-12.

3. Merger Payment Procedure.

a. Exchange of Certificates. At the Effective Time, the Stockholders shall surrender all certificates for shares of FIE Common Stock to IES and IES shall deliver to the Stockholders (i) certificates representing the number of shares of IES Common Stock to be delivered at such time, pursuant to Section 2(b) hereof and Schedule 3.2(a) to the Merger Agreement, and (ii) cash, paid in accordance with Section 1.3 of the Merger Agreement.

b. Certificate Delivery Requirements. At the Effective Time, the Stockholders shall deliver to IES the certificates representing FIE Common Stock owned by them, duly endorsed in blank by the Stockholders, or accompanied by blank stock powers, and with all necessary transfer tax and other revenue stamps, acquired at the Stockholder's expense, affixed and canceled. The Stockholders shall promptly cure any deficiencies with respect to the endorsement of the certificates or other documents of conveyance with respect to such FIE Common Stock or with respect to the stock powers accompanying any FIE Common Stock.

c. No Further Ownership Rights. The shares of IES Common Stock and cash issued and distributed upon the surrender of certificates representing shares of FIE Common Stock in accordance with the terms of this Plan of Merger and the Merger Agreement shall be deemed to have been paid in full satisfaction of all rights pertaining to the shares of the FIE Common Stock, and following the Effective Time, the stockholders of FIE shall have no further rights to, or ownership in, shares of FIE Common Stock.

4. Termination. This Plan of Merger may be terminated, and the Merger abandoned, at any time on or before the Effective

Time by agreement of the Boards of Directors of the undersigned corporations. This Plan of Merger shall be automatically terminated if the Merger Agreement is terminated in accordance with the terms thereof.

5. Amendment. This Plan of Merger may not be amended except by an instrument in writing signed on behalf of each of the parties hereto; except that no amendment may be made which decreases the consideration to which the Stockholders will be entitled pursuant to this Plan of Merger or otherwise materially adversely affects the Stockholders without the further approval of a majority of the votes cast by the Stockholders.

6. Waiver. Any time prior to the Effective Time, either party hereto may (a) in the case of IES-12, extend the time for the performance of any of the obligations or other acts of FIE or, subject to the provisions contained in Section 5 hereof, waive compliance with any of the agreements of FIE or with any conditions to the respective obligations of IES-12, or (b) in the case of FIE, extend the time for the performance of any of the obligations or other acts of IES-12, or subject to the provisions contained in Section 5 hereof, waive compliance with any conditions to its own obligations. Any agreement on the part of a party hereto to any Such extension or waiver shall be valid if set forth in an instrument in writing signed on behalf of such party by a duly authorized officer.

7. Articles of Incorporation and Bylaws. At the Effective Time, the Articles of Incorporation of IES-12 shall be the Articles of Incorporation of the surviving corporation. The bylaws of IES-12 from and after the Effective Time shall be the bylaws of the surviving corporation as in effect immediately prior to the Effective Time.

8. Definition of Terms. Terms used herein that are not defined herein shall have the meanings ascribed thereto in the Merger Agreement.

B. The Effective Time of the Merger shall be the date on which these Articles of Merger are filed with the Department of State of the State of Florida.

C. The Plan of Merger was duly adopted by the shareholders of FIE on May 18, 1998. The Plan of Merger was duly adopted by the shareholders of IES-12 on May 18, 1998.

Dated: May 18, 1998

FLORIDA INDUSTRIAL ELECTRIC, INC.

By: 

Name: *ERROL JOHNSON*

Title: *PRESIDENT*

IES-12, INC.

By: _____

Name: _____

Title: _____


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Dated: May 18, 1998

FLORIDA INDUSTRIAL ELECTRIC, INC.

By: _____
Name: _____
Title: _____

IES-12, INC.

By: 
Name: John F. Wombwell
Title: Vice President