

P99000054736  
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July 15, 1999

VIA OVERNIGHT MAIL

Florida Department of State  
Division of Corporations  
409 E. Gaines Street  
Tallahassee, Florida 32399  
ATTN: AMENDMENT SECTION

RE: Merger of Collier Electric Company, Inc. with and  
into Collier Acquisition Corporation

Dear Sir or Madam:

600002933726--2  
-07/16/99--01092--007  
\*\*\*\*\*87.50 \*\*\*\*\*87.50

Enclosed for filing are the following documents to effectuate the merger of Collier Electric Company, Inc. with and into Collier Acquisition Corporation (Florida corporations):

1. Original executed Articles of Merger;
2. Complete Plan of Merger as referenced in the Articles of Merger;
3. One complete copy of the Articles of Merger and Plan of Merger for certification; and
4. A check in the amount of \$87.50 made payable to the Florida Department of State.

The surviving corporation's charter number is P99000054736.

Please return to the undersigned a Certificate of Status and a Certified Copy of the Articles of Merger and Plan of Merger.

If you need anything regarding this merger, please call either Attorney Dresden Brunner or myself at (941) 593-2900. Thank you in advance for your assistance.

Very Truly Yours,

*Mary Beth M. Clary*

Mary Beth M. Clary

*Merger & N/C*

V. SHEPARD JUL 21 1999

/SDB

Enclosures

ARTICLES OF MERGER  
Merger Sheet

MERGING: -----

COLLIER ELECTRIC COMPANY, INC., a Florida corporation, P93000084607

INTO

COLLIER ACQUISITION CORPORATION which changed its name to  
**COLLIER ELECTRIC COMPANY, INC.**, a Florida corporation, P99000054736.

File date: July 16, 1999

Corporate Specialist: Velma Shepard

**ARTICLES OF MERGER**  
of  
**COLLIER ELECTRIC COMPANY, INC.**, a Florida corporation  
with and into  
**COLLIER ACQUISITION CORPORATION**, a Florida corporation  
(executed in duplicate)

FILED  
99 JUL 16 PM 4:43  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLE I**

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

**ARTICLE II**

The effective date of the Merger is upon filing of these Articles of Merger.

**ARTICLE III**

**COLLIER ELECTRIC COMPANY, INC.**, a Florida corporation, approved the Plan of Merger on July 15, 1999 by actions by unanimous written consent of its shareholders and its directors.

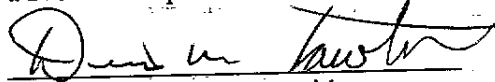
**ARTICLE IV**

**COLLIER ACQUISITION CORPORATION**, a Florida corporation, approved the Plan of Merger on July 15, 1999 by an action by written consent of its sole shareholder and its sole director.

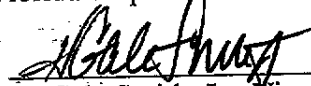
**ARTICLE VI**

The articles of incorporation of **COLLIER ACQUISITION CORPORATION**, a Florida corporation, are amended such that the name of the corporation shall be Collier Electric Company, Inc.

**COLLIER ELECTRIC COMPANY, INC.**,  
a Florida corporation

  
Dennis M. Lawton, President

**COLLIER ACQUISITION CORPORATION**,  
a Florida corporation

  
H. Gale Smith, Jr., Vice President

## PLAN OF MERGER

PLAN OF MERGER ("Plan") dated as of July 15, 1999 between Collier Acquisition Corporation, a Florida corporation ("Acquisition") and Collier Electric Company, Inc., a Florida corporation ("Company"). Acquisition and the Company are collectively referred to herein as the "Constituent Corporations."

### RECITALS:

WHEREAS, the Boards of Directors of Acquisition and the Company have determined that the combination of Acquisition and the Company as contemplated by this Agreement is in the best interests of the stockholders of Acquisition and the Company, respectively;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. **The Merger.** Subject to the terms and conditions hereof, and the terms and conditions contained in a certain Supplemental Agreement and Plan, of even date herewith, among the Company and Acquisition (the "Supplemental Agreement"), which is incorporated herein by reference, at the "Effective Time" (as such term is defined in Section 2 hereof), the Company shall be merged into Acquisition (the "Merger"). Acquisition shall be the surviving corporation in the Merger (the "Surviving Corporation"), which shall continue its corporate existence under the laws of Florida following the consummation of the Merger. At the Effective time, the separate existence and corporate organization of the Company shall cease.
2. **Effective Time.** The Merger shall be effective (the "Effective Time") on the day on which this Agreement and the related Articles of Merger have been filed in accordance with the requirements of the laws of Florida.
3. **Name.** The Surviving Corporation shall operate under the name Collier Electric Company, Inc.
4. **Charter.** Except as specified in Section 3, the Articles of Incorporation of Acquisition in effect at the Effective Time shall be the Articles of Incorporation of the Surviving Corporation, until amended in accordance with laws.
5. **Directors.** The sole director of the Surviving corporation shall be John F. Wombwell to serve until his successor is duly elected and qualified in accordance with the By-laws of the Surviving Corporation and the laws of Florida.
6. **Regulations.** The By-laws of Acquisition in effect at the Effective Time shall be the regulations of the Surviving Corporation, until amended in accordance with law.
7. **Conversion of Shares.** At the Effective Time:

(a) the shares of common stock, \$1.00 par value, of the Company ("Company Common Stock") outstanding immediately prior to the Effective Time shall be converted into the right to receive, without interest, an aggregate of 250,784 shares of common stock, \$0.01 par value, of IES ("IES Common Stock") and cash consideration of \$4,000,000 (collectively, the "Merger Consideration"); and

(b) each share of common stock of Acquisition outstanding immediately prior to the Effective Time shall remain one share of common stock of the Surviving Corporation with the same rights, powers, and privileges as the shares so converted and shall constitute the only outstanding shares of capital stock of the Surviving Corporation.

**8. Surrender and Payment.** At the Effective Time, the Company Stockholders will deliver to IES the certificates representing all of the outstanding shares of Company Common Stock, and IES will deliver, in exchange therefor, the Merger Consideration divided among the Company Stockholders in accordance with their percentage ownership of the Company. The Certificates will be duly endorsed (or accompanied by duly executed stock powers).

**9. Effect of the Merger.** (a) At the Effective Time, the effect of the Merger shall be as provided by the applicable provisions of the laws of Florida. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, the separate existence of the Company shall cease; all assets and property (real, personal, and mixed, tangible and intangible, causes of action, rights, and credits) then owned by each Constituent Corporation, or which would inure to either of them, shall immediately, by operation of law and without any conveyance, transfer, or further action, become the assets and property of the Surviving Corporation. All rights and obligations of the Constituent Corporations shall remain unimpaired and the Surviving corporation shall succeed to all such rights and obligations.

(b) From time to time, as and when requested by the Surviving Corporation or by its successors, the officers and directors of the Company in office at the Effective Time shall execute and deliver such instruments and shall take of cause to be taken such further or other action as shall be necessary in order to vest or perfect in the Surviving Corporation, or to confirm of record or otherwise, title to, and possession of, all the assets, property, interests, rights, privileges, immunities, powers, franchises, and authority of the Company and otherwise to carry out the purposes of this Agreement.


**10. Offices.** The principal executive offices of the Surviving Corporation shall be located at 3984 Progress Avenue, Naples, Florida 34104.

**11. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, but such counterparts taken together shall constitute one and the same instruments.

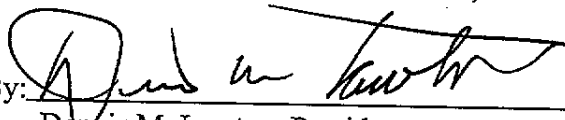
12. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Texas without regard to its conflict of laws principles.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

**COLLIER ACQUISITION  
CORPORATION**

By:   
H. Gale Smith, Jr., Vice President

**COLLIER ELECTRIC COMPANY, INC.**

By:   
Dennis M. Lawton, President