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MERGER OR SHARE EXCHANGE

Mesabi Radial Tire Company

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ARTICLES OF MERGER OF
THREADNEEDLE CORPORATION WITH AND INTO
THE MESABI RADIAL TIRE COMPANY

In accordance with Chapter 607 of the Florida Business Corporation Act (the "FBCA"), and Chapter 302A of the Minnesota Business Corporation Act (the "MBCA"), THREADNEEDLE CORPORATION, a Florida corporation ("Threadneedle"), and THE MESABI RADIAL TIRE COMPANY, a Minnesota corporation ("Mesabi"), hereby adopt the following Articles of Merger:

ARTICLE I

The Plan of Merger dated of even date hereof (the "Plan") is attached hereto as Exhibit A.

ARTICLE II

The Plan was adopted and approved as of 1/25/2008, ~~2007~~ by the directors and shareholders of: (a) Threadneedle in accordance with Chapter 607 of the FBCA and Chapter 302A of the MBCA and (b) Mesabi in accordance with Chapter 302A of the MBCA.

ARTICLE III

The merger shall become effective at 11:59 p.m., Central Standard Time on the ~~later of (a) 1/31/2008, 2007 or (b) such date as these Articles of Merger are delivered for filing~~

IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be executed as of 1/25/2008, ~~2007~~.

THREADNEEDLE CORPORATION

BY


James A. D'Aquila, President

THE MESABI RADIAL TIRE
COMPANY

BY


James A. D'Aquila, President

EXHIBIT A

Plan of Merger

MWA1414264

PLAN OF MERGER OF
THREADNEEDLE CORPORATION WITH AND INTO
THE MESABI RADIAL TIRE COMPANY

THIS PLAN OF MERGER (this "Plan"), dated as of January 25, 2008, is made and entered into by and between THREADNEEDLE CORPORATION, a Florida corporation ("Threadneedle"), and THE MESABI RADIAL TIRE COMPANY, a Minnesota corporation ("Mesabi").

RECITALS

A. Mesabi is the wholly-owned subsidiary of Threadneedle. Threadneedle was originally established as a holding company for its shareholders' multiple business ventures, but today its primary asset is the stock of Mesabi.

B. The Boards of Directors of each of Threadneedle and Mesabi deem it to be in the best interests of each of Threadneedle and Mesabi and their respective shareholders to simplify the administration and reduce the overhead costs of the business of Mesabi by eliminating the current multi-tier corporate structure through a merger of Threadneedle with and into Mesabi under and pursuant to the Minnesota Business Corporation Act (the "MBCA") and the Florida Business Corporation Act (the "FBCA").

C. With respect to the merger contemplated herein, Threadneedle is the non-surviving corporation and Mesabi is the surviving corporation. The name of the surviving corporation is The Mesabi Radial Tire Company.

D. The shareholders and Boards of Directors of each of Threadneedle and Mesabi have approved the merger of Threadneedle with and into Mesabi pursuant to the terms and conditions set forth below.

AGREEMENTS

In consideration of the Recitals and the mutual agreements below, the parties agree as follows:

ARTICLE I

THE MERGER

At the Effective Time (as defined below), upon the terms and subject to the conditions of this Plan, and in accordance with the MBCA and FBCA, Threadneedle shall be merged with and into Mesabi (the "Merger"). Following the Merger, Mesabi shall continue as the surviving corporation (the "Surviving Corporation") and the separate corporate existence of Threadneedle shall cease.

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ARTICLE II

EFFECTIVE TIME

Subject to the terms and conditions set forth in this Plan, the Articles of Merger ("Articles") shall be duly executed and acknowledged by Threadneedle and Mesabi and thereafter delivered to the Florida Department of State and the Minnesota Secretary of State for filing pursuant to the MBCA and FBCA, respectively, on or prior to the Effective Time. The Merger shall become effective at 11:59 p.m., Central Standard Time on January 31, 2008.

ARTICLE III

EFFECTS OF THE MERGER

The Merger shall have the effects set forth in the MBCA and FBCA. Without limiting the generality of the foregoing, at the Effective Time all the properties, rights, privileges, powers and franchises of Threadneedle and Mesabi shall vest in the Surviving Corporation and all debts, liabilities and duties of Threadneedle and Mesabi shall become the debts, liabilities and duties of the Surviving Corporation.

ARTICLE IV

ARTICLES OF INCORPORATION AND BY-LAWS

The Articles of Incorporation and By-Laws of Mesabi in effect at the Effective Time shall be the Articles of Incorporation and By-Laws of the Surviving Corporation.

ARTICLE V

DIRECTORS AND OFFICERS

- A. The initial directors of the Surviving Corporation shall be:

James A. D'Aquila
Barbara J. D'Aquila
John Merickel
Steven Jarvi

- B. The initial officers of the Surviving Corporation shall be:

James A. D'Aquila	President
Barbara J. D'Aquila	Vice President, Secretary
Steven Jarvi	Treasurer

Such initial directors and officers shall hold office in accordance with the Articles of Incorporation and By-Laws of the Surviving Corporation until such director's or officer's successor is duly elected or appointed and qualified.

ARTICLE VI CONVERSION OF SHARES

A. At the Effective Time, each share of Threadneedle's \$1.00 par value Common Stock ("Threadneedle Common Stock") which is issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of Threadneedle, Mesabi or any holder of shares of Threadneedle Common Stock, be converted into one-tenth of one share of Mesabi's \$5.00 par value common stock (the "Mesabi Stock").

B. At the Effective Time, each share of Threadneedle's \$1.00 par value Preferred Stock ("Threadneedle Preferred Stock"; the Threadneedle Preferred Stock and the Threadneedle Common Stock shall collectively be called "Threadneedle Stock") which is issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of Threadneedle, Mesabi or any holder of shares of Threadneedle Preferred Stock, be converted into one-tenth of one share of Mesabi's \$5.00 par value common stock (the "Mesabi Stock").

C. At the Effective Time, each share of Mesabi Stock held by Threadneedle immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of Threadneedle, Mesabi or any holder of shares of Mesabi Stock, be canceled, retired and cease to exist.

ARTICLE VII EXCHANGE OF CERTIFICATES

A. Upon surrender of a certificate, which immediately prior to the Effective Time represented outstanding shares of Threadneedle Stock (a "Certificate") for cancellation to Mesabi, together with such other documents as may reasonably be requested by Mesabi, the holder of such Certificate shall be entitled to receive in exchange a certificate for shares of Mesabi Stock pursuant to Article VI.

B. After the Effective Time and until surrendered as contemplated by this Article VII, each Certificate shall be deemed to represent only the right to receive a certificate for shares of Mesabi Stock as contemplated by Article VI.

C. All shares of Mesabi Stock issued upon the surrender for exchange of shares of Threadneedle Stock shall be deemed to have been issued in full satisfaction of

all rights pertaining to such shares of Threadneedle Stock, and there shall be no further registration of transfers on the stock transfer books of the Surviving Corporation of the shares of Threadneedle Stock which were outstanding immediately prior to the Effective Time.

ARTICLE VIII MISCELLANEOUS

A. This Plan may not be modified, amended or supplemented except by mutual written agreement of Threadneedle and Mesabi. Either party may waive in writing any term or condition contained in this Plan and intended to be for its benefit; provided, however, that no waiver by a party, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term or condition.

B. This Plan represents the entire agreement of the parties with respect to the subject matter hereof and no provision or document of any kind shall be included in or form a part of this Plan except by the mutual, written consent of Threadneedle and Mesabi.


C. The provisions contained in this Plan are severable. If any provision of this Plan is determined for any reason to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of the remaining provisions, and the rights and obligations of the parties shall be construed and enforced as though this Plan did not contain such invalid, illegal or unenforceable provision.

D. This Plan shall be governed by and construed in accordance with the internal laws of the State of Minnesota, without regard to principles of conflict of laws. Section headings are solely for the convenience of the reader and are not intended for interpretation or construction of this Plan.

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


THREADNEEDLE CORPORATION

BY


James A. D'Aquila, President

THE MESABI RADIAL TIRE
COMPANY

BY


James A. D'Aquila, President