

M08945



THE UNITED STATES
CORPORATION
COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 214066 5693A

AUTHORIZATION :

Patricia Pizito

COST LIMIT : \$ 70.00

FILED
99 APR 22 PM 3:34
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : April 21, 1999

ORDER TIME : 11:55 AM

ORDER NO. : 214066-005

CUSTOMER NO: 5693A

CUSTOMER: Ms. Lisa J. Russell
Bartel Eng Linn & Schroder
Suite 1100
300 Capitol Mall
Sacramento, CA 95814

4/30/99

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Mersen

ARTICLES OF MERGER

CANFIBRE US, INC.

INTO

CANFIBRE US, INC.

RECEIVED
99 APR 22 PM 12:57
DIVISION OF CORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Jeanine Reynolds

EXAMINER'S INITIALS:

MR
4/22/99

ARTICLES OF MERGER
Merger Sheet

MERGING:

CANFIBRE US, INC., a Florida corporation M08945
,

INTO

CANFIBRE US, INC., a Delaware corporation not qualified in Florida.

File date: April 22, 1999

Corporate Specialist: Annette Ramsey

Account number: 072100000032

Account charged: 70.00

EFFECTIVE DATE
4/30/99

ARTICLES OF MERGER
OF
CANFIBRE US, INC., A FLORIDA CORPORATION,
INTO
CANFIBRE US, INC., A DELAWARE CORPORATION,

FILED
99 APR 22 PM 3:34
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following Articles of Merger are submitted in accordance with Florida Business Corporation Act, pursuant to section 607.1105, F.S.:

1. The name and state of incorporation of each of the constituent corporations are:
 - (a) Canfibre US, Inc., a Florida corporation ("Canfibre-Florida"); and
 - (b) Canfibre US, Inc., a Delaware corporation ("Canfibre-Delaware").
2. An Agreement of Merger is hereto attached.
3. The name of the surviving corporation is Canfibre US, Inc., a Delaware corporation.
4. The merger shall take effect on April 30, 1999 at 8:00 a.m., Pacific Time.
5. The Agreement of Merger was adopted by the shareholders of the Canfibre-Delaware on April 16, 1999.
6. The Agreement of Merger was adopted by the shareholders of Canfibre-Florida on April 1, 1999.

Dated: April 16, 1999

Canfibre US, Inc.,
a Florida corporation


George DeCristoforo, President

Canfibre US, Inc.,
a Delaware corporation


George DeCristoforo, President

AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER (this "Merger Agreement") is entered into as of this 16th day of April, 1999, between Canfibre US, Inc., a Florida corporation ("Canfibre-Florida"), and Canfibre US, Inc., a Delaware corporation ("Canfibre-Delaware"). Canfibre-Florida and Canfibre-Delaware are sometimes referred to herein together as the "Constituent Corporations."

WHEREAS, Canfibre-Florida is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, the Board of Directors of Canfibre-Florida deems it to be desirable to reincorporate in Delaware and therefore take advantage of the flexible corporation statutes contained in the Delaware General Corporation Law and the extensive case laws developed over the years by the Court of Chancery;

WHEREAS, Canfibre-Delaware, a wholly owned subsidiary of Canfibre-Florida, is a corporation duly organized and existing under the laws of the State of Delaware;

WHEREAS, the respective Boards of Directors of the Constituent Corporations have determined that, for the purpose of effecting the reincorporation of Canfibre-Florida in the State of Delaware, it is advisable and to the advantage of such corporations and their respective shareholders that Canfibre-Florida merge with and into Canfibre-Delaware upon the terms and conditions herein provided;

WHEREAS, on the date of this Merger Agreement, Canfibre-Florida has authority to issue 10,000 shares of Common Stock, \$1.00 par value, of which 267 shares are issued and outstanding;

WHEREAS, on the date of this Merger Agreement, Canfibre-Delaware has authority to issue 10,000 shares of Common Stock, \$1.00 par value, of which 100 shares are issued and outstanding; and

WHEREAS, the respective Boards of Directors of the Constituent Corporations have approved this Merger Agreement and have directed that this Merger Agreement be submitted to a vote of their respective shareholders.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree as follows:

1. *Merger.* Subject to the terms and conditions hereinafter set forth, on the Effective Date Canfibre-Florida shall be merged into Canfibre-Delaware and Canfibre-Delaware shall be the surviving corporation, a single corporation organized under the laws of Delaware with the name "Canfibre US, Inc."

2. *Succession.* On the Effective Date, Canfibre-Delaware shall succeed to Canfibre-Florida in the manner of and as more fully set forth in Section 252 of the Delaware General Corporation Code.

3. *Effective Date.* The Merger shall take effect on April 30, 1999 at 8:00 a.m., Pacific Time (the "Effective Date"), which is within 90 days of filing of the (i) Articles of Merger and a copy of this Merger Agreement with the Secretary of State of the State of Florida pursuant to section 607.1105, F.S., and (ii) Certificate of Merger or Merger Agreement with the Office of the Secretary of State of the State of Delaware as required by Section 252 of the General Corporation Law of Delaware.

4. *Corporate Documents.* The Certificate of Incorporation of Canfibre-Delaware, as in effect on the Effective Date, shall continue to be the Certificate of Incorporation of Canfibre-Delaware as the surviving corporation without change or amendment until further amended in accordance with the provisions thereof and applicable law. The Bylaws of Canfibre-Delaware, as in effect on the Effective Date, shall continue to be the Bylaws of Canfibre-Delaware as the surviving corporation without change or amendment until further amended in accordance with the provisions thereof and applicable law.

5. *Directors and Officers.* The directors and officers of Canfibre-Florida on the Effective Date shall be and become directors and officers, holding the same titles and positions, of Canfibre-Delaware on the Effective Date, and after the Effective Date shall serve in accordance with the Bylaws of Canfibre-Delaware.

6. *Further Assurances.* From time to time, as and when required by Canfibre-Delaware or by its successors and assigns, there shall be executed and delivered on behalf of Canfibre-Florida such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to confer of record or otherwise in Canfibre-Delaware the title to and possession of all the property interests, assets, rights, privileges, immunities, powers, franchises and authority of Canfibre-Florida, and otherwise to carry out the purposes and intent of this Merger Agreement, and the officers and directors of Canfibre-Delaware are fully authorized in the name and on behalf of Canfibre-Florida or otherwise to take any and all such actions and to execute and deliver any and all such deeds and other instruments.

7. *Stock of Canfibre-Florida.* Upon the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, each share of Canfibre-Florida Common Stock outstanding immediately prior thereto shall be changed and converted automatically into one fully paid and nonassessable share of Canfibre-Delaware Common Stock.

8. *Stock Certificates.* On and after the Effective Date, all of the outstanding certificates which prior to that time represented shares of Canfibre-Florida shall be deemed for all purposes to evidence ownership of and to represent shares of Canfibre-Delaware into which the shares of the Canfibre-Florida represented by such certificates have been converted as herein provided. The registered owner on the books and records of Canfibre-Florida or its transfer agent of any such outstanding stock certificate shall have and shall be entitled, until such certificate shall have been surrendered for transfer or otherwise accounted for to Canfibre-Delaware or its transfer agent, to exercise any voting and other rights with respect to and to receive any dividend and other distributions upon the shares of Canfibre-Delaware evidenced by such outstanding certificate as above provided.

9. *Employee Benefit Plans.* Upon the Effective Date, the obligations of Canfibre-Florida under or with respect to every plan, trust, program and benefit then in effect or administered by Canfibre-Florida on behalf or for the benefit of the officers and employees of Canfibre-Florida, including plans, trusts, programs and benefits administered by Canfibre-Florida in which subsidiaries of Canfibre-Florida, their officers and employees currently are permitted to participate (the "Employee Benefit Plans"), shall

become the lawful obligations of Canfibre-Delaware and shall be implemented and administered in the same manner and without interruption until the same are amended or otherwise lawfully altered or terminated.

10. *Common Stock of Canfibre-Delaware.* Upon the Effective Date, the previously outstanding 100 shares of Common Stock of Canfibre-Delaware registered in the name of Canfibre-Florida and which shall, by reason of the Merger, be reacquired by Canfibre-Delaware, shall be retired and shall resume the status of authorized and unissued shares of Common Stock of Canfibre-Delaware.

11. *Amendment.* Prior to shareholder approval, this Merger Agreement may be amended in any manner as may be determined in the judgment of the respective Boards of Directors of Canfibre-Delaware and Canfibre-Florida. After shareholder approval, this Merger Agreement may be amended in any manner as may be determined in the judgment of the respective Boards of Directors of the Constituent Corporation to be necessary, desirable or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purposes and intent of this Merger Agreement.

12. *Abandonment.* At any time before the Effective Date, this Merger Agreement may be terminated and the Merger contemplated hereby may be abandoned by the Board of Directors of either Canfibre-Florida or Canfibre-Delaware or both, notwithstanding approval of this Merger Agreement by the shareholders of the Constituent Corporations.

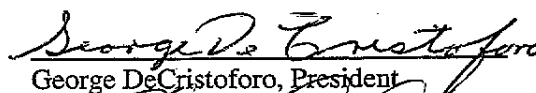
13. *Rights and Duties of Canfibre-Delaware.* On the Effective Date and for all purposes the separate existence of Canfibre-Florida shall cease and shall be merged with and into Canfibre-Delaware which, as the surviving corporation, shall thereupon and thereafter possess all the rights, privileges, immunities, licenses and franchises (whether of a public or private nature) of Canfibre-Florida; and all property (real, personal and mixed), all debts due on whatever account, all choses in action, and all and every other interest of or belonging to or due to Canfibre-Florida shall continue and be taken and deemed to be transferred to and vested in Canfibre-Delaware without further act or deed; and the title to any real estate, or any interest therein, vested in Canfibre-Florida shall not revert or be in any way impaired by reason of such Merger; and Canfibre-Delaware shall thenceforth be responsible and liable for all the liabilities and obligations of Canfibre-Florida; and, to the extent permitted by law, any claim existing, or action or proceeding pending, by or against Canfibre-Florida may be prosecuted as if the Merger had not taken place, or Canfibre-Delaware may be substituted in the place of such corporation. Neither the rights of creditors nor any liens upon the property of Canfibre-Florida shall be impaired by the Merger. If at any time Canfibre-Delaware shall consider or be advised that any further assignment or assurances in law or any other actions are necessary or desirable to vest the title of any property or rights of Canfibre-Florida in Canfibre-Delaware according to the terms hereof, the officers and directors of Canfibre-Delaware are empowered to execute and make all such proper assignments and assurances and do any and all other things necessary or proper to vest title to such property or other rights in Canfibre-Delaware, and otherwise to carry out the purposes of this Merger Agreement.

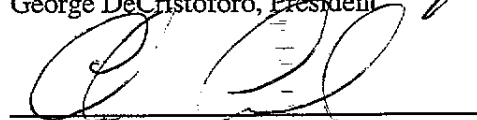
14. *Plan of Reorganization.* This Merger Agreement constitutes a plan of reorganization to be carried out in the manner, on the terms, and subject to the conditions herein set forth.

15. *Counterparts.* In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by the Boards of Directors of the Constituent Corporations, has been executed on the date set forth above on behalf of each of the Constituent Corporations by their respective duly authorized officers.


CANFIBRE US, INC.,
a Florida corporation


George DeCristoforo, President


Christopher D. Carl, Secretary

CANFIBRE US, INC.,
a Delaware corporation


George DeCristoforo, President


Christopher D. Carl, Secretary