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MERGER OR SHARE EXCHANGE
Haynes Corporation

Certificate of Status	1
Certified Copy	1
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

of

HAYNES FUEL INJECTION CORPORATION, a Florida corporation

with and into

HAYNES CORPORATION, a Florida corporation
(for filing with the Florida Department of State)

ARTICLE I

The Agreement and Plan of Merger is attached to, and incorporated by reference into, these Articles of Merger.

ARTICLE II

The effective date of the Merger is 11:59 p.m. on December 30, 2014.

ARTICLE III

Haynes Fuel Injection Corporation, a Florida corporation, approved the Agreement and Plan of Merger on December 22, 2014, by an action by unanimous written consent in lieu of a meeting of its shareholders and directors.

ARTICLE IV

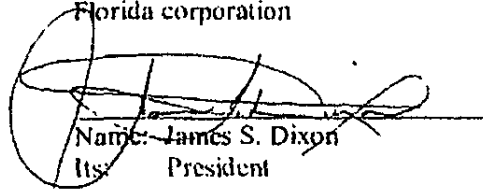
Haynes Corporation, a Florida corporation, approved the Agreement and Plan of Merger on December 22, 2014, by an action by unanimous written consent in lieu of a meeting of its shareholders and directors.

ARTICLE V

Haynes Corporation is the surviving corporation in this merger.

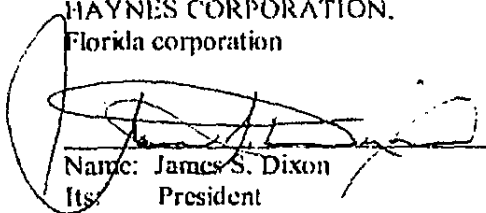
Date: December 22, 2014

HAYNES FUEL INJECTION CORPORATION,
Florida corporation



Name: James S. Dixon
Its: President

HAYNES CORPORATION,
Florida corporation



Name: James S. Dixon
Its: President

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER ("**Agreement**") is made as of December 30, 2014, between Haynes Corporation, a Florida corporation ("**Acquiror**"), and Haynes Fuel Injection Corporation, a Florida corporation (the "**Company**"). Acquiror and Company are sometimes referred to collectively as the "**Constituent Corporations**".

RECITALS

A. Acquiror is authorized to issue 100,000 shares of Class A Voting Common Stock, \$.01 par value ("**Acquiror Class A Common Stock**"), of which 461 shares are issued and outstanding, and 100,000 shares of Class B Non-Voting Common Stock, \$.01 par value, of which 4,600 shares are issued and outstanding.

B. The Company is authorized to issue 100,000 shares of Class A Voting Common Stock, \$.01 par value, of which 1,000 shares are issued and outstanding ("**Class A Common Stock**"), and 100,000 shares of Class B Non-Voting Common Stock, \$.01 par value, none of which shares are issued and outstanding. There are no options or other rights to acquire shares of the Company authorized, issued, or outstanding.

C. The Board of Directors of each Constituent Corporation deems it desirable and in the best business interests of their respective Constituent Corporation that the Company be merged into the Acquiror (the "**Merger**") with the Acquiror as the sole surviving corporation, pursuant to Sections 607.1101 *et. seq.* of the Florida Business Corporation Act ("**FBCA**").

D. The parties intend that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

MERGER

1. **Merger.** Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Chapter 607 of the FBCA, the Company shall merge with and into the Acquiror at the Effective Date (defined below). Following the Effective Date,

the separate and distinct corporate existence of the Company shall cease, and the Acquiror shall continue on as the sole surviving corporation (the "**Surviving Corporation**").

2. **Effective Date.** The Merger shall become effective upon the filing of the Articles of Merger (the "**Effective Date**").

3. **Assumption of Liabilities.** At the Effective Time, the Surviving Corporation shall succeed to all the rights, privileges, immunities, and franchises, and all the property, real, personal, and mixed of the Company without the necessity of separate transfer. The Surviving Corporation shall be thereafter responsible and liable for all liabilities and obligations of the Company, and neither the rights of creditors nor any liens on the property of the Company shall be impaired by the Merger.

4. **Organizational Documents.** The articles of incorporation of the Acquiror in effect at the Effective Date, shall be the articles of incorporation of the Surviving Corporation. The bylaws of the Acquiror in effect as of the Effective Date shall be the bylaws of the Surviving Corporation.

5. **Directors and Officers.** The directors and officers of the Acquiror immediately prior to the Effective Date shall be the directors of the Surviving Corporation from and after the Effective Date. Such directors and officers of the Acquiror shall hold office until the earlier of their respective death, resignation, removal, or their respective successors are duly elected or appointed and qualified in the manner provided for in the articles of incorporation and bylaws of the Surviving Corporation or as otherwise provided by the FBCA.

6. **Conversion of Securities.** At the Effective Time, by virtue of the Merger and without any action on the part of the Acquiror or the Company or the holders of shares of capital stock of the Company:

(a) each share of Company Class A Common Stock outstanding immediately prior to the Effective Date shall be converted into the right to receive .05 of one share of Acquiror Class A Common Stock from the Surviving Corporation as consideration; and

(b) each share of capital stock of the Surviving Corporation issued and outstanding immediately prior to the Effective Date shall remain outstanding following the consummation of the Merger.

7. **Stock Certificates.** After the Effective Time, each holder of certificates formerly representing shares of Company Class A Common Stock shall surrender such certificates to the Surviving Corporation or its duly appointed agent, in the manner that the Surviving Corporation shall legally require. On receipt of such share certificates, the Surviving

Corporation shall issue and exchange such certificates for shares of Acquiror Class A Common Stock, representing the number of shares of stock of the Surviving Corporation to which the holder is entitled as provided in Section 6 above. .

8. **Approval by Shareholders.** This Agreement shall be submitted for the approval by consent of the shareholders of the Constituent Corporations in the manner provided by the applicable laws of the State of Florida.

9. **Dissenting Shareholders.** Shareholders of the Constituent Corporations who are entitled to vote and who dissent from the Merger will be entitled to such rights as are afforded to dissenting Shareholders under applicable Florida law.

10. **Abandonment of Merger.** This Agreement may be abandoned by action of the Board of Directors of either Constituent Corporation at any time prior to the Effective Time on the happening of either of the following events:

(a) The Merger is not approved by the shareholders of either Constituent Corporation on or before December 31, 2014.

(b) In the judgment of the Board of Directors of either Constituent Corporation, the Merger would be impracticable because of the number of dissenting shareholders asserting rights under the laws of the State of Florida.

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

[SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

HAYNES CORPORATION

By:

James Dixon, President

HAYNES FUEL INJECTION CORPORATION

By:

James S. Dixon, President