



THE UNITED STATES  
CORPORATION  
COMPANY

P93000065310

ACCOUNT NO. : 072100000032

REFERENCE : 290980 4300097

AUTHORIZATION :

COST LIMIT : \$78.75

FILED  
JUN 30 PM 4:45  
TALLAHASSEE  
SECRETARY OF STATE  
FLORIDA

ORDER DATE : June 29, 1999

ORDER TIME : 1:53 PM

ORDER NO. : 290980-015

CUSTOMER NO: 4300097

400002920124--7

CUSTOMER: D. Morgan Burkett, Esq  
Baker & McKenzie  
805 Third Avenue  
29th Floor  
New York, NY 10022

merger

ARTICLES OF MERGER

MASSIE TOOL, MOLD AND DIE, INC

INTO

PRECISE TMP, INC.

File  
First

RECEIVED  
JUN 30 PM 3:16  
TALLAHASSEE  
SECRETARY OF STATE  
FLORIDA

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX \_\_\_\_\_ CERTIFIED COPY  
\_\_\_\_\_ PLAIN STAMPED COPY

CONTACT PERSON: KIM CLEMONS

EXAMINER'S INITIALS:

DR  
6/30/99

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

MASSIE TOOL, MOLD & DIE, INC., a Florida corporation P93000065310

,

INTO

**PRECISE TMP, INC..** a Delaware corporation not qualified in Florida

File date: June 30, 1999, effective July 1, 1999

Corporate Specialist: Annette Ramsey

Account number: 072100000032

-

Account charged: 78.75

99 JUN 30 PM 4:44  
FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER MERGING  
MASSIE TOOL, MOLD AND DIE, INC.  
WITH AND INTO  
PRECISE TMP, INC.**

\* \* \* \* \*

Massie Tool, Mold and Die, Inc., a corporation organized and existing under the laws of Florida (the "Corporation" or the "Terminating Corporation"), does hereby certify:

**FIRST:** That Precise TMP, Inc., a Delaware corporation (the "Surviving Corporation"), owns all of the issued and outstanding shares of the capital stock of the Corporation which is ten shares of common stock.

**SECOND:** That the Corporation, by the following resolution of its Board of Directors, duly adopted by the unanimous written consent of its members, filed with the minutes of the Board of Directors on the 29th day of June, 1999, determined to merge itself with and into the Surviving Corporation, with the Surviving Corporation as the surviving corporation of the merger (the "Merger").

**RESOLVED,** that the Corporation merge itself with and into the Surviving Corporation and the Surviving Corporation merge into itself the Corporation and that all of the property, rights, privileges and other assets of the Corporation be transferred to, and all of its obligations be assumed by, the Surviving Corporation.

**THIRD:** Anything herein or elsewhere to the contrary notwithstanding, this merger may be terminated or abandoned or the Agreement and Plan of Merger may be amended or terminated by the Board of Directors of the Corporation at any time prior to the time that these Articles of Merger filed with the Secretary of State of the State of Florida becomes effective.

**FOURTH:** The Merger shall become effective upon the filing of these Articles of Merger, unless earlier terminated pursuant to the Agreement and Plan of Merger and Article Third hereof. A copy of the Agreement and Plan of Merger is attached hereto as Exhibit A.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Massie Tool, Mold and Die, Inc. has caused these Articles of Merger to be executed, this 30 day of June, 1999.

MASSIE TOOL, MOLD AND DIE, INC.

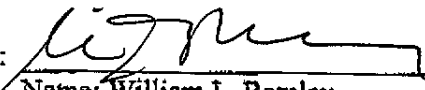
By:   
Name: William L. Remley  
Title: President

Exhibit A

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of this 30 day of June, 1999 (this "Agreement") is between Massie Tool, Mold & Die, Inc., a Florida corporation ("Subsidiary"), and Precise TMP, Inc., a Virginia corporation ("Parent", and together with Subsidiary, the "Constituent Corporations"). All of the issued and outstanding shares of capital stock of Subsidiary are owned by Parent.

### ARTICLE I

1.1 On the Merger Date (as defined in Section 1.6), Subsidiary shall be merged with and into Parent (the "Merger") in accordance with the Stock Corporation Act of the Commonwealth of Virginia, (the "VSCA") and the General Corporation Act of the State of Florida ("FGCA") and the separate corporate existence of Subsidiary shall cease. Parent shall be the surviving corporation in the Merger (hereinafter sometimes referred to as the "Surviving Corporation") and its separate corporate existence, with all its purposes, objects, rights, privileges, powers and franchises, shall continue unaffected and unimpaired by the Merger.

1.2 Parent shall succeed to all of the rights, privileges, powers and franchises, of a public as well as of a private nature, of Subsidiary, all of the properties and assets of Subsidiary and all of the debts, choses in action and other interests due or belonging to Subsidiary, and shall be subject to, and responsible for, all of the debts, liabilities and duties of Subsidiary with the effect set forth in the FGCA and the VSCA.

1.3 If, at any time after the Merger Date, Parent shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in Parent its right, title or interest in, to or under any of the rights, properties or assets of Subsidiary acquired or to be acquired by Parent as a result of, or in connection with, the Merger or to otherwise carry out this Agreement, the officers and directors of Parent shall and will be authorized to execute and deliver, in the name and on behalf of the Constituent Corporations or otherwise, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of the Constituent Corporations or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in Subsidiary or to otherwise carry out this Agreement.

1.4 The Certificate of Incorporation of Parent shall be the Certificate of Incorporation of the Surviving Corporation. The Bylaws of Parent, as amended up to and including the Merger Date, shall be the Bylaws of the Surviving Corporation. Each such document shall thereafter continue to be the Certificate of Incorporation and Bylaws, respectively, of the Surviving Corporation until changed as provided therein and by law.

1.5 The directors and officers of Parent immediately prior to the Merger Date shall be the directors and officers of the Surviving Corporation and shall thereafter continue in office

in accordance with the Amended and Restated Certificate of Incorporation and Bylaws of the Surviving Corporation.

1.6 If this Agreement is not terminated under Section 3.1, Articles of Merger with respect to the Merger shall be promptly filed and recorded with the State Corporation Commission of the Commonwealth of Virginia in accordance with the VSCA and Articles of Merger shall promptly be filed and recorded with the Secretary of State of the State of Florida in accordance with the FGCA. The Merger shall become effective at the time and date of such filing or at such later date and time otherwise specified in the Certificate of Ownership and Merger (such time and date are herein collectively referred to as the "Merger Date").

## ARTICLE II

2.1 On the Merger Date, by virtue of the Merger and without further action by the holder thereof, each share of Subsidiary stock shall be canceled and cease to exist immediately upon the Merger Date.

## ARTICLE III

3.1 This Agreement may be terminated or amended upon written consent of each party hereto to the extent permitted by applicable law.

3.2 This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to each of the other parties.

3.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Virginia without regard to the conflicts of laws provisions thereof.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Agreement has been executed by each of the parties hereto by their duly authorized officers, and of the date first above written.

PRECISE TMP, INC.

By: /s/ William L. Remley  
Name: William L. Remley  
Title: President

MASSIE TOOL, MOLD & DIE, INC.

By: /s/ William L. Remley  
Name: William L. Remley  
Title: President