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THE BISHOP LAW FIRM
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* ALSO LICENSED AS A CERTIFIED PUBLIC
ACCOUNTANT
** ALSO ADMITTED IN TENNESSEE

March 5, 1999

Florida Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

Re: Nirav Dye and Chemicals, Inc.

To Whom It May Concern:

Enclosed for filing is original North Carolina Articles of Merger which merges Nirav Dye and Chemicals, Inc. (a Florida corporation) into Nirav Dye and Chemicals of North Carolina, Inc. (a North Carolina corporation). Also enclosed is the original Agreement and Plan of Merger and Reorganization, along with our firm's check in the amount of \$70.00 to cover the cost of filing.

Please do not hesitate to call if you have any questions or need further information.
Thank you.

Very truly yours,

THE BISHOP LAW FIRM



Sarah E. Eckstein
Paralegal

Enclosures

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*****70.00 *****70.00

FILED
99 MAR -9 AM 10:19
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

TLL MAR 11 1999

ARTICLES OF MERGER
Merger Sheet

MERGING:

NIRAV DYE AND CHEMICALS, INC., a Florida corporation, P94000051706

INTO

NIRAV DYE AND CHEMICALS OF NORTH CAROLINA, INC., a North Carolina
corporation not qualified in Florida.

File date: March 9, 1999

Corporate Specialist: Thelma Lewis

2-847283
FILED

3:41 pm
DEC 31 1999

ARTICLES OF MERGER
OF
NIRAV DYE AND CHEMICALS, INC.
INTO

NIRAV DYE AND CHEMICALS OF NORTH CAROLINA, INC.

EFFECTIVE
ELAINE F. MARSHALL
SECRETARY OF STATE
NORTH CAROLINA

983659183

Nirav Dye and Chemicals of North Carolina, Inc. (the "Surviving Corporation"), a corporation organized under the laws of the State of North Carolina, hereby submits these Articles of Merger for the purpose of merging Nirav Dye and Chemicals, Inc. (the "Merging Corporation"), a corporation organized under the laws of the State of Florida, into the Surviving Corporation:

1. The following Plan of Merger was duly approved in the manner prescribed by law by the shareholders of each of the corporations participating in the merger.

PLAN OF MERGER

A. *Corporations Participating in Merger.*

Nirav Dye and Chemicals, Inc. (the "Merging Corporation") will merge into Nirav Dye and Chemicals of North Carolina, Inc., which will be the surviving corporation (the "Surviving Corporation").

B. *Name of Surviving Corporation.*

After the merger, the Surviving Corporation will have the name "Nirav Dye and Chemicals of North Carolina, Inc."

C. *Merger.*

The merger of the Merging Corporation into the Surviving Corporation will be effected pursuant to the terms and conditions of this Plan. Upon the merger becoming effective, the corporate existence of the Merging Corporation will cease, and the corporate existence of the Surviving Corporation will continue. The time when the merger becomes effective is hereinafter referred to as the "Effective Time."

D. *Conversion and Exchange of Shares.*

1. At the Effective Time, the outstanding shares of the corporations participating in the merger will be converted and exchanged as follows:

(1) **Surviving Corporation.** The outstanding shares of the Surviving Corporation will not be converted, exchanged or altered in any manner as a result of the merger and will remain outstanding as shares of the Surviving Corporation.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

12/31/1998 10:40

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NIRAV DYE CHEM

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FROM :

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(2) Merging Corporation. Each outstanding share of the Merging Corporation will be converted into and exchanged for one share of the Surviving Corporation.

(3) Surrender of Share Certificates. Each holder of a certificate representing shares to be converted or exchanged in the merger will surrender such certificate and after the Effective Time will be entitled to receive in exchange therefor a certificate or certificates representing the number of shares to which he is entitled under this Plan. Until so surrendered, each outstanding certificate that prior to the Effective Time represented shares of the Merging Corporation will be deemed for all purposes to evidence ownership of the consideration to be issued for such shares under this Plan.

2. The merger is permitted by law of the state or country of incorporation or organization of each foreign entity which is a party.

3. Each foreign entity which is a party has complied or shall comply with the applicable laws of its state or country of incorporation or organization.

4. The merger will become effective December 31, 1998.

This the th 30 day of November, 1998.

NIRAV DYE AND CHEMICALS OF NORTH
CAROLINA, INC.


Dilip Mukherjee, President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

**AGREEMENT AND PLAN OF MERGER
AND REORGANIZATION**

THIS AGREEMENT AND PLAN OF MERGER AND REORGANIZATION (the "Agreement") is to be effective December 31, 1998, by and between Nirav Dye and Chemicals, Inc. ("Nirav"), a Florida corporation, and Nirav Dye and Chemicals of North Carolina, Inc. ("Nirav NC"), a North Carolina corporation.

WHEREAS, Nirav and Nirav NC deem it advisable and in the best interest of each of them and of their respective shareholders that Nirav be merged into Nirav NC (the "Merger") pursuant to the North Carolina Business Corporation Act in a transaction intended to qualify as a "reorganization" as that term is defined in Section 368 of the Internal Revenue Code of 1986, as amended (the "Code"), upon the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the premises and respective covenants, representations, warranties and agreements contained herein, Nirav and Nirav NC hereby agree as follows:

SECTION 1. PLAN OF MERGER.

1.1. ***Surviving Corporation.*** At the Effective Time, Nirav shall be merged into Nirav NC in accordance with the North Carolina Business Corporation Act. Nirav NC shall be the surviving corporation of the Merger (sometimes called the "Surviving Corporation"). The name, identity, existence, rights, privileges, powers, franchises, properties, assets, liabilities and obligations of Nirav NC shall continue unaffected and unimpaired by the Merger. At the time of filing of the Articles of Merger with the North Carolina and Florida Secretary of States (the "Effective Time"), the identity and separate existence of Nirav shall cease, and all rights, privileges, powers, franchises, properties, assets, liabilities and obligations of Nirav shall be assumed by Nirav NC. For accounting purposes, the Merger shall be deemed effective as of the filing of the Articles of Merger.

1.2. ***Officers and Directors.*** Each officer and director of Nirav NC immediately prior to the Effective Time shall continue as an officer or director of the Surviving Corporation until his successor has been elected or appointed and qualified, or as otherwise provided in the Articles of Incorporation or Bylaws of the Surviving Corporation.

1.3. ***Conversion of Nirav Capital Stock.*** Subject to the conditions and limitations set forth in this Agreement, as of the Effective Time, each share of Nirav capital stock issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become one share of Nirav NC capital stock. Each such share of Nirav NC capital stock shall be validly issued, fully paid and nonassessable. All shares of Nirav capital stock held by its shareholders at the Effective

Time shall cease to exist, and the certificates for such shares shall thereupon be cancelled and shall be converted into shares of Nirav NC capital stock.

1.4. **Issuance of Nirav NC Shares.** Subject to the terms and conditions hereof, at the Effective Time, upon surrender to Nirav NC by each shareholder of Nirav of certificates for all the shares of Nirav capital stock held by such shareholder, Nirav NC will issue and deliver to each such shareholder certificates representing the number of shares of Nirav NC capital stock into which the shares of Nirav capital stock held by such shareholder are to be converted in accordance with Section 1.3

SECTION 2. MUTUAL COVENANTS.

2.1. **Further Assurances.** With respect to the period following the Effective Time, the parties agree to take any further action that is necessary or desirable to carry out the purpose of this Agreement, including the execution and delivery of such further instruments and documents as either party may reasonably request at the sole cost and expense of the requesting party.

2.2 **Statutory Merger.** The parties intend for the Merger to qualify as a tax-free reorganization under Sections 361 and 368 of the Code. The parties agree to take any action necessary or appropriate to qualify the Merger as a tax-free reorganization under Section 361 and 368 of the Code.

SECTION 3. COVENANTS OF NIRAV NC.

Upon the satisfaction of all the conditions precedent set forth in Section 4, Nirav NC will execute and file, pursuant to N.C.G.S. §55-11.05, Articles of Merger (the "Articles of Merger") in the office of the Secretary of State of North Carolina with respect to the Merger. Upon filing, the Articles of Merger will be filed with the Florida Secretary of State.

SECTION 4. CONDITIONS PRECEDENT.

The obligations of Nirav and Nirav NC to effect the Merger and of Nirav NC to deliver the shares of Nirav NC capital stock issuable pursuant to the Merger shall be subject to the fulfillment at or prior to the Effective Time of the following conditions:

4.1 **Shareholder Approval.** This Agreement and the Merger shall have been approved by the unanimous vote of all the holders of the outstanding shares of both corporations.

4.2 **No Injunction, Etc.** No action or proceeding shall have been instituted by any public authority or private person prior to the Effective Time before any court or administrative body to restrain, enjoin or otherwise prevent the consummation of the Merger or the transactions contemplated hereby or to recover any damages or obtain other relief as a result of the Merger.

SECTION 5. MISCELLANEOUS.

5.1 **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.2 **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

5.3 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

5.4 **Governing Law.** This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of North Carolina.

5.5 **Amendment.** This Agreement may not be amended except by an instrument in writing duly executed and delivered on behalf of each of the parties hereto.

5.6 **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation contemplated hereby.

5.7 **Purpose.** The purpose of this Agreement is to change the state of incorporation for Nirav Dye and Chemicals, Inc. from Florida to North Carolina in a transaction intended to qualify as an Internal Revenue Code § 368(a)(1)(F) reorganization, "a mere change in place of organization".

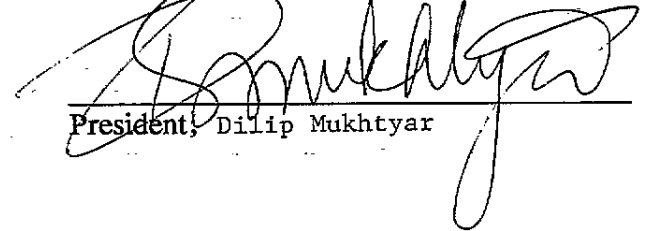
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective December 31, 1998.

ATTEST:




Secretary

**NIRAV DYE AND CHEMICALS OF
NORTH CAROLINA, INC.**



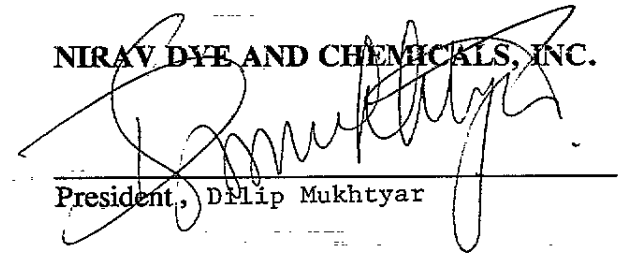
President, Dilip Mukhtyar

ATTEST:



Secretary

NIRAV DYE AND CHEMICALS, INC.



President, Dilip Mukhtyar

STATE OF NORTH CAROLINA



Department of The
Secretary of State

To all whom these presents shall come, Greetings:

I, **ELAINE F. MARSHALL**, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF MERGER

OF

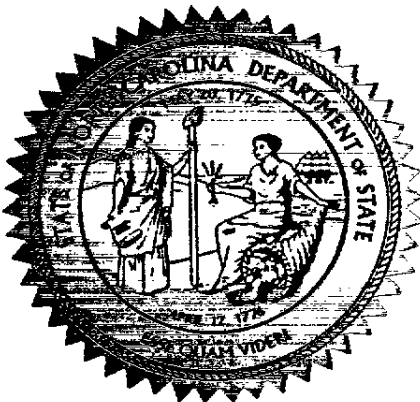
NIRAV DYE AND CHEMICALS, INC.

INTO

NIRAV DYE AND CHEMICALS OF NORTH CAROLINA, INC.

the original of which was filed in this office on the 31st day of December, 1998.

IN WITNESS WHEREOF, I have hereunto
set my hand and affixed my official seal at the
City of Raleigh, this 31st day of December,
1998.



Elaine F. Marshall

Secretary of State