

P 97000098963

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March 8, 2000

Jean Marie Naczi
Corporate Paralegal
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Via Federal Express

Florida Department of State
Division of Corporations
Public Access System
409 East Gaines Street
Tallahassee, FL 32399

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Re: Merger of Phoenix Needle Products, Inc., a Florida Corporation with and
into Phoenix Needle Products, Inc., a Tennessee Corporation

Dear Florida Department of State:

Enclosed please find the original and one copy of the Articles of Merger of Phoenix Needle
Products, Inc., a Florida Corporation with and into Phoenix Needle Products, Inc., a Tennessee
Corporation.

Please file the original of the Articles of Merger among the records in your office and return a
certified copy back to my attention in the self-addressed stamped envelope provided. To cover
the cost of the filing and return of a certified copy, enclosed please find our firm's check in the
amount of \$84.75.

Thank you for your time and attention to this filing. Please call me if you should have any
questions.

Sincerely,

Jean Marie Naczi

Jean Marie Naczi

cc: Dennis H. Foley
Dennis R. McClane, Esq.
Basil L. Bain, Esq.
Joel H. Schechter, Esq.

.NplLib1:418081.1 03/08/00

EFFECTIVE DATE
3-20-00

merger

T. LEWIS MAR 21 2000

FILED
00 MAR -9 AM 10 26
TALLAHASSEE
SECRETARY OF STATE

ARTICLES OF MERGER
Merger Sheet

MERGING:

PHOENIX NEEDLE PRODUCTS, INC., a Florida corporation, P97000098963.

INTO

PHOENIX NEEDLE PRODUCTS, INC.. a Tennessee corporation not qualified in
Florida

File date: March 9, 2000, effective March 20, 2000

Corporate Specialist: Thelma Lewis

ARTICLES OF MERGER OF

Phoenix Needle Products, Inc.
a Florida Corporation
with and into
Phoenix Needle Products, Inc.
a Tennessee Corporation

FILED
00 MAR -9 13 10: 26
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EFFECTIVE DATE
3-20-00

Pursuant to applicable provisions of the Florida Business Corporation Act (the "Florida Act") and the Tennessee Business Corporation Act (the "Tennessee Act"), Phoenix Needle Products, Inc., a Tennessee corporation ("Phoenix Needle Tennessee" or the "Surviving Corporation"), and Phoenix Needle Products, Inc., a Florida corporation ("Phoenix Needle Florida" or the "Merging Corporation") (collectively, the "Constituent Corporations") hereby submit the following Articles of Merger for the purpose of merging the Constituent Corporations into Phoenix Needle Tennessee.

FIRST: The Names of the corporations proposing to merge and the names of the states under the laws of which such corporations are organized are as follows:

<u>Name of Corporation</u>	<u>State of Incorporation</u>
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Phoenix Needle Products, Inc.	Florida
Phoenix Needle Products, Inc.	Tennessee

SECOND: The name of the Surviving Corporation is Phoenix Needle Products, Inc., a Tennessee corporation, and the address of its principal office shall be: 1535 Cold Springs Road, Mountain City, Tennessee 37683.

THIRD: The Agreement and Plan of Merger is attached hereto as Exhibit "A" and has been adopted and approved by Phoenix Needle Florida, in accordance with the applicable provisions of Chapter 607 of the Florida Act.

FOURTH: The Agreement and Plan of Merger attached hereto as Exhibit "A" has been adopted and approved by Phoenix Needle Tennessee, in accordance with the applicable provisions of the Tennessee Act.

FIFTH: The Agreement and Plan of Merger was adopted and approved on February 21, 2000, by unanimous written consent signed by all of the Directors of Phoenix Needle Florida and all of the Directors of Phoenix Needle Tennessee, in accordance with Section 607.0821 of the Florida Act and Section 48-18-202 of the Tennessee Act, respectively.

SIXTH: Shareholder approval of the merger was required, and the Agreement and Plan of Merger was approved and adopted on February 21, 2000, by the affirmative vote of 100% of the shareholders of the Constituent Corporations, pursuant to unanimous written consents signed by all of the shareholders of Phoenix Needle Florida and the shareholders of Phoenix Needle Tennessee, in accordance with the Section 607.0704 of the Florida Act and Section 48-17-104 of the Tennessee Act, respectively.

SEVENTH: The Surviving Corporation is deemed to have appointed the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or the rights of dissenting shareholders of Phoenix Needle Florida.

EIGHTH: The Surviving Corporation agrees to promptly pay to the dissenting shareholders of Phoenix Needle Florida the amount, if any, to which they are entitled under Section 607.1302 of the Florida Act, as amended.

NINTH: The Agreement and Plan of Merger and the performance of its terms were duly authorized by all action required by the laws of Florida and Tennessee and by the articles of incorporation of Phoenix Needle Florida and Phoenix Needle Tennessee.

TENTH: The Effective Date of the merger described herein shall be March 20, 2000, provided that these Articles of Merger have been filed with the Florida Secretary of State and the Tennessee Secretary of State on or before such date.

THE UNDERSIGNED have caused these Articles of Merger to be executed by their duly authorized officers as of this 2nd day of March, 2000.

Attest:

PHOENIX NEEDLE PRODUCTS, INC.
a Florida Corporation
("Phoenix Needle Florida")

By:


Dennis H. Foley, Secretary

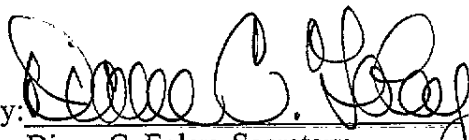
By:


Dennis H. Foley, President

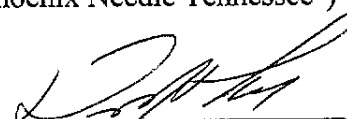
Attest:

PHOENIX NEEDLE PRODUCTS, INC.
a Tennessee Corporation
("Phoenix Needle Tennessee")

By:


Diane C. Foley, Secretary

By:


Dennis H. Foley, President

.NplLib1:414260.1 03/02/00

EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER OF

Phoenix Needle Products, Inc.
a Florida Corporation
with and into
Phoenix Needle Products, Inc.
a Tennessee Corporation

This Agreement and Plan of Merger, dated as of March 2, 2000, by and between Phoenix Needle Products, Inc., a Tennessee corporation ("Phoenix Needle Tennessee") and Phoenix Needle Products, Inc., a Florida corporation ("Phoenix Needle Florida") (collectively the "Constituent Corporations").

WITNESSETH:

WHEREAS, Phoenix Needle Florida is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and Phoenix Needle Tennessee is a corporation duly organized, validly existing and in good standing under the laws of the State of Tennessee; and

WHEREAS, Phoenix Needle Florida desires to merge with and into Phoenix Needle Tennessee, with Phoenix Needle Tennessee being the surviving corporation (the "Merger"), upon the terms and subject to the conditions set forth in this Agreement and Plan of Merger (the "Plan"); and

WHEREAS, the Constituent Corporations are effecting the Merger for the purpose of relocating the business operations of Phoenix Needle Florida from the State of Florida to the State of Tennessee in order to take advantage of various business opportunities available in Tennessee; and

WHEREAS, the respective Boards of Directors of the Constituent Corporations have determined it is advisable that Phoenix Needle Florida be merged into Phoenix Needle Tennessee, on the terms and conditions set forth herein, and in accordance with applicable provisions of the Florida Business Corporation Act and the Tennessee Business Corporation Act (respectively, the "Florida Act" and the "Tennessee Act"); and

WHEREAS, the respective Boards of Directors of each of the Constituent Corporations have adopted the Plan and have recommended same for approval by the shareholders of the Constituent Corporations pursuant to unanimous written consents signed by all of the Directors of each of the Constituent Corporations on February 21, 2000 and

WHEREAS, the shareholders of each of the Constituent Corporations have approved and adopted the Plan pursuant to unanimous written consents signed by all of the shareholders of each of the Constituent Corporations on February 21, 2000; and

WHEREAS, the authorized capital stock of Phoenix Needle Florida consists of Five Thousand (5,000) shares of Common Stock with a par value of \$1.00 per share ("Phoenix Needle Florida Common Stock"), of which One Thousand (1000) shares are issued and outstanding.

WHEREAS, the authorized capital stock of Phoenix Needle Tennessee consists of Ten Thousand (10,000) shares of Common Stock with no par value ("Phoenix Needle Tennessee Common Stock"), of which One Hundred (100) shares are issued and outstanding.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, provisions, and covenants herein, the parties hereto adopt and agree to the following agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect.

ARTICLE 1 THE MERGER

1.1 Surviving Corporation. The names of the corporations which propose to merge are Phoenix Needle Florida and Phoenix Needle Tennessee. In accordance with the provisions of the Florida Act and the Tennessee Act, at the Effective Date (as hereinafter defined), Phoenix Needle Florida shall be merged into Phoenix Needle Tennessee and Phoenix Needle Tennessee shall be the surviving corporation (Phoenix Needle Tennessee is hereinafter referred to as the "Surviving Corporation") and as such shall continue to be governed by the laws of the State of Tennessee.

1.2 Filing of Articles of Merger; Effective Date. Articles of Merger shall be filed and recorded in accordance with the Tennessee Act in the State of Tennessee and Articles of Merger shall be filed in accordance with the Florida Act in the State of Florida. Such filings shall be made on the same day. The Merger shall become effective on March 20, 2000, provided that the Articles of Merger have been filed with the Secretary of State of Florida and Tennessee on or before such date, which date is herein referred to as the "Effective Date."

1.3 Effects of the Merger. On the Effective Date, the separate existence of Phoenix Needle Florida shall cease, and Phoenix Needle Florida shall be merged into Phoenix Needle Tennessee which, as the Surviving Corporation, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of Phoenix Needle Florida; and all and singular, the rights, privileges, powers, and franchises of Phoenix Needle Florida, and all property, real, personal, and mixed, and all debts due to Phoenix Needle Florida on whatever account, as well for stock subscriptions and all other things in action or belonging to Phoenix Needle Florida, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of Phoenix Needle Florida, and the title to any real estate vested by deed or otherwise,

under the laws of Florida or Tennessee or any other jurisdiction, in Phoenix Needle Florida, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of Phoenix Needle Florida shall be preserved unimpaired, and all debts, liabilities, and duties of Phoenix Needle Florida shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it.

ARTICLE 2 CONVERSION OF SHARES

The manner and basis of converting shares of Phoenix Needle Florida Common Stock into shares of Phoenix Needle Tennessee Common Stock shall be as follows:

2.1 Phoenix Needle Florida Common Stock. Each share of Phoenix Needle Florida Common Stock issued and outstanding on the Effective Date and all rights in respect thereof, shall, by virtue of the Merger and without any action on the part of the holders, be converted at the Effective Date into one fully paid share of Phoenix Needle Tennessee, and outstanding certificates representing shares of Phoenix Needle Florida Common Stock shall thereafter represent shares of Phoenix Needle Tennessee Common Stock. Such certificates may be exchanged by the holders thereof for new certificates for the appropriate numbers of shares bearing the name of the Surviving Corporation after the Effective Date.

2.2 Phoenix Needle Tennessee Common Stock. All issued and outstanding shares of Phoenix Needle Tennessee Common Stock held immediately before the Effective Date shall, by virtue of the Merger and at the Effective Date, cease to exist and certificates representing such shares shall be cancelled.

ARTICLE 3 CORPORATE GOVERNANCE

3.1 Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation as in effect on the Effective Date, shall continue in full force and effect and shall be the Articles of Incorporation of Surviving Corporation until changed or amended by law.

3.2 Bylaws. The Bylaws of Surviving Corporation, as in effect as of the Effective Date, shall continue in full force and effect and shall be the Bylaws of Surviving Corporation until amended as provided therein or by applicable law.

3.3 Officers and Directors. The members of the Board of Directors and the officers of the Surviving Corporation shall be the persons holding such positions for Surviving Corporation as of the Effective Date.

ARTICLE 4 ASSIGNMENT

At any time, or from time to time, after the Effective Date, the last acting officers of Phoenix Needle Florida or the corresponding officers of the Surviving Corporation, may, in the name of Phoenix Needle Florida, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Corporation title to and possession of all Phoenix Needle Florida's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

ARTICLE 5 EXPENSES

Phoenix Needle Tennessee shall pay all expenses of accomplishing the Merger.

ARTICLE 6 AMENDMENT

At any time before the filing of the Articles of Merger to be filed in connection herewith with the Florida Secretary of State and the Articles of Merger to be filed in connection herewith with the Tennessee Secretary of State, the Directors of Phoenix Needle Tennessee or Phoenix Needle Florida may amend this Plan. If the Articles of Merger have already been filed, amended Articles of Merger shall be filed with the Tennessee Secretary of State and Florida Secretary of State, but only if such amended Articles of Merger can be filed before the Effective Date.

ARTICLE 7 TERMINATION

If for any reason, consummation of the Merger is inadvisable in the opinion of the Board of Directors of Phoenix Needle Tennessee or Phoenix Needle Florida, this Plan may be terminated at any time before the Effective Date by resolution of the Board of Directors of Phoenix Needle Tennessee or Phoenix Needle Florida. Upon termination, as provided herein, this Plan shall be void and of no further effect, and there shall be no liability by reason of this Plan or the termination hereof on the part of Phoenix Needle Florida or Phoenix Needle Tennessee, or their directors, officers, employees, agents, or shareholders.

**ARTICLE 8
TAX TREATMENT**

The Plan of Merger is intended to qualify as a tax-free reorganization of the Phoenix Needle Florida within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended, and the tax consequences of the Plan of Merger shall be reported and applied in a manner consistent therewith.

**ARTICLE 9
COUNTERPARTS**

This Agreement and Plan of Merger may be executed in any number of counterparts, or by counterpart execution pages, each of which shall be deemed to be an original and all of which shall comprise but a single document.

IN WITNESS WHEREOF, the parties have set their hands as of the date first written above.

Attest:

PHOENIX NEEDLE PRODUCTS, INC.
a Florida Corporation
("Phoenix Needle Florida")

By: 

Dennis H. Foley, Secretary

By: 

Dennis H. Foley, President

Attest:

PHOENIX NEEDLE PRODUCTS, INC.
a Tennessee Corporation
("Phoenix Needle Tennessee")

By: 

Diane C. Foley, Secretary

By: 

Dennis H. Foley, President