

mutual agreements herein contained, the parties hereto, in accordance with the applicable provisions of the Laws of the State of North Carolina and the State of South Carolina do hereby agree as follows:

(1) GEORGETOWN STAINLESS MFG. CORP. shall be merged with and into THOMAS COMPANY, INC. and THOMAS does hereby merge GEORGETOWN with and into itself. On and after the effective date of this contemplated merger:

(a) THOMAS shall be the surviving corporation and shall continue to exist as a domestic Corporation under the laws of the State of North Carolina with all of the rights and obligations of such surviving domestic Corporation as are provided by the Business Corporation Act of the State of North Carolina.

(b) GEORGETOWN, as a party to the Plan of Merger, shall cease to exist as a Corporation in accordance with South Carolina Business Corporation Act of 1962, Chapter 1.10, Section 12-20.7(1) and its property shall become the property of THOMAS as the surviving Corporation.

(c) The Corporation, even though THOMAS is the surviving corporation, will operate in the State of South Carolina under the name of GEORGETOWN STAINLESS MFG. CORP.

(2) The Articles of Incorporation as amended and the Bylaws as amended of THOMAS shall continue as the Articles of Incorporation and the Bylaws of the surviving Corporation.

(3) The Directors of THOMAS shall be the Directors of the surviving Corporation until their successors are duly elected and qualified under the Bylaws of the surviving Corporation.

(4) Each share of common stock of THOMAS outstanding on the effective date of the merger shall thereupon, without further action, become one share of common stock of the surviving Corporation, without the issuance or exchange of new shares or share certificates.

(5) All shares of authorized and outstanding capital stock of GEORGETOWN, such stock being owned in its entirety by Brass-Craft Manufacturing Co., and all rights in respect thereof, shall be cancelled forthwith on the effective date of the merger and the certificates representing such shares shall be surrendered and cancelled.

(6) Notwithstanding any of the provisions of this Agreement, the Directors of THOMAS at any time prior to the effective date of the merger herein contemplated and for any reason they may deem sufficient and proper, shall have the power and authority to abandon and refrain from making effective the contemplated merger as set forth herein; in which case this plan and agreement shall thereby be cancelled and become null and void.

(7) The Charter of THOMAS will be amended by increasing the authorized capital stock from its present 1,000 shares of no par stock to 4,000 shares of no par stock and amended further by changing the registered office of the corporation to 212 East Green Drive, High Point, Guilford County, North Carolina with William Kuhn being designated as the registered agent.

ITEM II.

VOTING OF SHARES

(a) By Shareholder of THOMAS COMPANY, INC.

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