FORM PTO-1618A Expires 06/30/99 OMB 0651-0027

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Conveying Party Mark if additional names of conveying parties attached Execution Date Month Day Year			
Name Cookson Fibers, Inc. 02171999			
Formerly			
Individual General Partnership Limited Partnership X Corporation Association			
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X Citizenship/State of Incorporation/Organization Virginia			
Receiving Party Mark if additional names of receiving parties attached			
Name Camac Corporation			
DBA/AKA/TA			
Composed of			
Address (line 1) 14401 Industrial Park Road			
Address (line 2)			
Address (line 3) Bristol	Virginia 24203		
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U.S. Patent & TMOfc/TM Mall Ropt Dt. #26

COMMONWEALTH OF VIRGINIAN STATE CORPORATION COMMISSION

February 17, 1999

The State Corporation Commission finds the accompanying articles submitted on behalf of

COOKSON FIBERS, INC.

to comply with the requirements of law. Therefore, it is ORDERED that this

CERTIFICATE OF MERGER AND RESTATEMENT

be issued and admitted to record with the articles in the office of the Clerk of the Commission. Each of the following:

CAMAC ACQUISITION CORPORATION (A DE CORPORATION NOT QUALIFIED IN VA)

is merged into CAMAC CORPORATION (formerly COOKSON FIBERS, INC.), which continues to exist under the laws of VIRGINIA with the name CAMAC CORPORATION. The existence of each non-surviving entity ceases, according to the plan of merger.

The certificate is effective on February 17, 1999.

STATE CORPORATION COMMISSION

Commissioner

MERGACPT CIS20317 99-02-17-0501

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ARTICLE I NAME

The name of the Corporation is:

CAMAC CORPORATION

ARTICLE II AUTHORIZED STOCK

The Corporation shall have the authority to issue 10,000 shares of Common Stock, no par value. Each share of Common Stock shall entitle the record holder thereof to one vote. The Corporation shall not issue any fractional shares.

ARTICLE III PURPOSE

The purpose of this Corporation is to transact any and all lawful business not required to be specifically stated in these Articles of Incorporation for which corporations may be incorporated under the Virginia Stock Corporation Act (the "VSCA")

ARTICLE IV LIMIT ON LIABILITY AND INDEMNIFICATION

- (a) To the full extent that the VSCA, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of liability of Directors or Officers, a Director or Officer of the Corporation shall not be liable to the Corporation or its shareholders for monetary damages.
- (b) Each Director and Officer who is or was a party to any proceeding (including a proceeding by or in the right of the Corporation) shall be indemnified by the Corporation against any liability imposed upon or asserted against him (including amounts paid in settlement) arising out of conduct in his official capacity with the Corporation or otherwise by reason of the fact that he is or was such a Director or Officer or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation partnership, joint venture, trust, employee benefit plan or other enterprise, except there shall be no indemnification in relation to matters as to which he shall have been finally adjudged to be liable by reason of having been guilty of (i) willful misconduct or (ii) a knowing violation of criminal law in the performance of his duty as such Director or Officer.
- (c) In addition to the indemnification provided under Section (a) and (b), to the full extent permitted by the VSCA and any other applicable law, as they exist on the date hereof or may hereafter be amended, the Corporation shall indemnify a Director or Officer of the Corporation who is or was a party to any proceeding (including a proceeding by or in the right of the Corporation) by reason of the fact that he is or was such a Director or Officer or is or was serving

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at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise

- (d) The Corporation is empowered to contract in advance to indemnify any Director or Officer to the extent indemnification is granted under Section (a), (b) and (c). The Board of Directors is also empowered to cause the Corporation to indemnify or contract in advance to indemnify any other person not covered by Section (a), (b) and (c) who was or is a party to any proceeding, by reason of the fact that he is or was an employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise to the same extent as if such person were specified as one to whom indemnification is granted under Sections (a), (b) and (c)
- (e) The Corporation may advance, pay for and/or reimburse the reasonable expenses incurred by an Officer or Director who is a party to any proceeding in advance of the final disposition thereof if (i) the Officer or Director furnishes the Corporation a written statement of his good faith belief that he has met the standard of conduct described in Section (a), (b) and/or (c) above, (ii) the Officer or Director furnishes the corporation a written undertaking, executed personally and on his behalf, to repay the advance if it is ultimately determined that he did not meet the standard of conduct, and (iii) a determination is made that the facts then known to those making the determination would not preclude indemnification under this Article. The undertaking required by clause (ii) above shall be an unlimited general obligation of the Officer or Director but need not be secured and may be accepted without reference to financial ability to make repayment.
- (f) The Corporation may purchase and maintain insurance to indemnify it against the whole or any portion of the liability assumed by it in accordance with this Article and may also procure insurance, in such amounts as the Board of Directors may determine, on behalf of any person who is or was a Director, Officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against any liability asserted against or incurred by such person in any such capacity or arising from his status as such, whether or not the Corporation would have power to indemnify him against such liability under the provision of this Article.
- (g) The provisions of this Article shall be applicable to all actions, claims, suits or proceedings commenced after the adoption hereof, whether arising from any action taken or failure to act before or after such adoption. No amendment, modification or repeal of this Article shall diminish the rights provided hereby or diminish the right to indemnification with respect to any claim, issue or matter in any then pending or subsequent proceeding that is based in any material respect on any alleged action or failure to act prior to such amendment, modification or repeal.

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