

## **MERGER AGREEMENT**

THIS MERGER AGREEMENT, dated this 30th day of March, 1957, between CHAMBERLIN COMPANY OF AMERICA (hereinafter sometimes called "Chamberlin"), a Michigan corporation, having its principal office at 1254 LaBrosse Street, Detroit 32, Michigan, and the Directors thereof or a majority of said Directors, and C. C. of A., INC. (hereinafter sometimes called the "Surviving Corporation"), a Delaware corporation, having its principal office at No. 100 West Tenth Street, Wilmington 99, Delaware, and the Directors thereof or a majority of said Directors, both of said Corporations being hereafter sometimes called the "Constituent Corporations";

### **WITNESSETH:**

WHEREAS, it is deemed advisable that Chamberlin be merged with and into the Surviving Corporation under the terms and conditions set forth herein, such merger to be effected pursuant to Section 252 of the General Corporation Law of Delaware (Title 8, Delaware Code of 1953, as amended), and Section 52 of the General Corporation Act of Michigan, as amended;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements hereinafter set forth, the parties hereto hereby agree as follows:

### **ARTICLE I**

#### **Names of Corporations to be Included in the Merger**

The names of the Corporations to be included in the merger are:

1. Chamberlin Company of America, which was incorporated under the laws of the State of Michigan on July 2, 1907, and its term extended June 16, 1936, for a period of thirty years from July 2, 1937.
2. C. C. of A., Inc., which was incorporated under the laws of the State of Delaware on March 26, 1957.

### **ARTICLE II**

#### **Capital Stock of the Constituent Corporations**

1. (a) The total number of shares of capital stock which Chamberlin is now authorized to issue is as follows:

- (i) 500,000 shares of Common Stock of the par value of \$2.50 per share.

(b) The number of shares of capital stock of Chamberlin which are issued and outstanding as of the date hereof is as follows:

- (i) 390,000 shares of Common Stock, including 19,627 shares held in the treasury of Chamberlin.

2. (a) The total number of shares of capital stock which C. C. of A., Inc. is now authorized to issue is as follows:

- (i) 500,000 shares of Common Stock of the par value of \$2.50 per share.

(b) The number of shares of capital stock of C. C. of A., Inc. which are issued and outstanding as of the date hereof is as follows:

- (i) 400 shares of Common Stock, all of which are held by Chamberlin.

3. The powers, preferences and rights and the qualifications, limitations or restrictions of the shares of each class of the capital stock of the Constituent Corporations are set forth in their respective Certificates of Incorporation, as amended, which are on file with the Secretaries of the respective Corporations and which are hereby incorporated in this Agreement by reference as if herein set forth in full.

### **ARTICLE III**

#### **Merger of Chamberlin into C. C. of A., Inc.**

On the effective date of this Agreement, Chamberlin shall be merged into C. C. of A., Inc., the Surviving Corporation, which shall survive the merger, and the separate existence of Chamberlin shall cease.

### **ARTICLE IV**

#### **Certificate of Incorporation of Surviving Corporation**

On the effective date of this Agreement, the Certificate of Incorporation of C. C. of A., Inc. as set forth in Exhibit 1 annexed hereto shall become the Certificate of Incorporation of the Surviving Corporation, except that the name of the Surviving Corporation shall be "Chamberlin Company of America" and Article FIRST of Exhibit 1 hereto is hereby amended to change the name of the Surviving Corporation to "Chamberlin Company of America". From and after the effective date of this Agreement, and until further amended as provided therein or as provided by law, said Certificate of Incorporation, as herein amended, shall constitute the Certificate of Incorporation of the Surviving Corporation separate and apart from this Agreement, and may be separately certified as the Certificate of Incorporation of the Surviving Corporation.

### **ARTICLE V**

#### **By-Laws of Surviving Corporation**

The By-Laws of C. C. of A., Inc. as in effect on the effective date of this Agreement shall be and become the By-Laws of the Surviving Corporation until duly altered or amended.

### **ARTICLE VI**

#### **Location, Objects and Purposes, and Authorized Capital Stock of Surviving Corporation**

The location of the principal office of the Surviving Corporation shall be as set forth in Article SECOND of Exhibit 1 hereto.

The nature of the business and the objects and purposes for which the Surviving Corporation is formed shall be as set forth in Article THIRD of Exhibit 1 hereto.

The total amount of the capital stock which the Surviving Corporation shall be authorized to issue and the designations, powers, privileges, rights, qualifications, limitations and restrictions of the shares of each class, shall be as set forth and described in Article FOURTH of Exhibit 1 hereto.

### **ARTICLE VII**

#### **Directors and Officers of Surviving Corporation**

The first Board of Directors of the Surviving Corporation shall consist of the persons who are the Directors of C. C. of A., Inc. on the effective date of this Agreement, and such persons shall hold office until

their respective successors are elected and shall qualify. If on the effective date of this Agreement a vacancy shall exist in the Board of Directors of C. C. of A., Inc., such vacancy may be filled in the manner provided in the By-Laws of the Surviving Corporation.

All persons who, on the effective date of this Agreement, shall be executive or administrative officers of Chamberlin shall be and remain like officers of the Surviving Corporation, and such persons shall hold such offices until removed in the manner provided in the Certificate of Incorporation and By-Laws of the Surviving Corporation.

A meeting of the Board of Directors of the Surviving Corporation shall be held as soon as practicable after the effective date of this Agreement, and may be called in the manner provided in the By-Laws of the Surviving Corporation for the calling of special meetings of the Board of Directors to be held at the time and place specified in the notice.

## **ARTICLE VIII**

### **Manner of Converting Shares of Chamberlin Into Shares of the Surviving Corporation**

1. All shares of authorized Common Stock of Chamberlin which are issued and outstanding on the effective date of this Agreement shall be converted as a result of the merger provided for herein, into an equal number of shares of the Common Stock of the Surviving Corporation, and the shares of Common Stock of Chamberlin which are held in the treasury of Chamberlin on the effective date of this Agreement shall also be converted as a result of the merger provided for herein, into an equal number of shares of the Common Stock of the Surviving Corporation. After the effective date of this Agreement, each holder of an outstanding certificate theretofore representing Common Stock of Chamberlin shall surrender the same to the Surviving Corporation, and such holder shall be entitled, upon such surrender, to receive in exchange therefor certificates representing an equal number of shares of Common Stock of the Surviving Corporation. Until so surrendered, each outstanding certificate which, prior to the effective date of this Agreement, represented shares of Common Stock of Chamberlin, shall be deemed for all corporate purposes to evidence the ownership of shares of Common Stock of the Surviving Corporation into which such shares of Common Stock of Chamberlin shall have been so converted.

2. The shares of Common Stock of C. C. of A., Inc. which shall be issued and outstanding and held by Chamberlin on the effective date of this Agreement shall be canceled.

3. If the certificates for shares of stock of the Surviving Corporation are to be issued in a name other than that in which the certificate or certificates for shares of stock of a Constituent Corporation surrendered for exchange shall be registered, it shall be a condition of such exchange that the certificate or certificates so surrendered shall be properly endorsed for transfer and that the person requesting such exchange pay to the Surviving Corporation any transfer or other taxes required by reason thereof or establish to the satisfaction of the Surviving Corporation that such taxes have been paid or are not payable.

## **ARTICLE IX**

### **Miscellaneous Provisions**

1. The Surviving Corporation hereby agrees to qualify as a foreign corporation in the State of Michigan in accordance with Section 53 of the General Corporation Act of Michigan, as amended.

2. This Agreement shall be submitted to the stockholders of the Constituent Corporations as provided by the laws of the State of Michigan and of the State of Delaware, and it shall become effective and be deemed and taken to be the agreement and act of merger of said Corporations upon the adoption thereof by

the holders of not less than two-thirds of the outstanding stock of each of the Constituent Corporations entitled to vote thereon and upon the execution, certification, verification, acknowledgment and filing of such documents and the doing of such other acts and things as shall be required for the accomplishment of the merger provided for herein by the laws of the State of Delaware and of the State of Michigan.

If the Board of Directors of C. C. of A., Inc. in its discretion shall determine, prior to the effective date of this Agreement, that, by reason of the potential liability of the Surviving Corporation with respect to shares of stock owned by stockholders of Chamberlin who file written objections to this Agreement and demand to be paid the appraised value of their shares, or for any other reason satisfactory to such Board of Directors, it is inadvisable or impracticable to consummate the merger, such Board of Directors in any such case, without action or approval by the stockholders of either of the Constituent Corporations, may abandon or refrain from making effective the merger as set forth herein, and in such case this Agreement shall not be filed or recorded and shall be void and of no effect.

The merger provided for in this Agreement shall be deemed to have been consummated on, and the effective date of this Agreement shall be, the date upon which the filing of this Agreement in the office of the Secretary of State of the State of Delaware and the recording of a copy thereof in the office of the Recorder of the County of New Castle, State of Delaware, as contemplated by paragraph (c) of Section 252 of the General Corporation Law of Delaware, and the filing of an affidavit of the President or Vice President of the Surviving Corporation and a copy of this Agreement in the office of the Michigan Corporation and Securities Commission, as contemplated by Section 52 of the General Corporation Act of Michigan, as amended, have been completed.

3. On the effective date of this Agreement: (a) the Surviving Corporation shall possess all of the rights and privileges possessed by each of the Constituent Corporations; (b) all the property, real, personal and mixed, of each of the Constituent Corporations, and all debts due on whatever account to either of them, including subscriptions for shares and other choses in action belonging to either of them, shall be taken and be deemed to be transferred to and invested in the Surviving Corporation, without further act or deed; (c) the Surviving Corporation shall be responsible for all the liabilities and obligations of each of the Constituent Corporations in the same manner as if such Surviving Corporation had itself incurred such liabilities or obligations; but the liabilities of the Constituent Corporations shall not be affected, nor shall the rights of the creditors thereof, or of any persons dealing with the Constituent Corporations be impaired by the merger of the Constituent Corporations, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if such merger had not taken place, or the Surviving Corporation may be proceeded against or substituted in its place; and (d) the Surviving Corporation may carry as surplus any surplus which the Constituent Corporations may have on the effective date of the merger provided for in this Agreement.

Chamberlin hereby agrees from time to time, as and when requested by the Surviving Corporation, or by its successors or assigns, to execute and deliver, or cause to be executed and delivered, all such deeds and instruments, and to 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 in and confirm to the Surviving Corporation title to, and possession of, any property of Chamberlin acquired or to be acquired by reason of or as a result of the merger provided for by this Agreement and otherwise to carry out the intent and purposes of this Agreement, and the proper officers and Directors of Chamberlin and of the Surviving Corporation are fully authorized in the name of Chamberlin or otherwise to take any and all such action.

4. The Surviving Corporation shall pay all expenses of carrying this Agreement into effect and accomplishing the merger.

5. For the convenience of the parties and to facilitate the filing and recording of this Agreement, any number of counterparts hereof may be executed, and each such executed counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, all or a majority of the Directors of each of the Constituent Corporations have hereunto set their hands, and the corporate seals of each of the Constituent Corporations have been hereunto affixed and attested by their respective Secretaries, all as of the day and year first above written.

CHAMBERLIN COMPANY OF AMERICA

By..... JEROME JENNINGS

By..... EDWARD GROPPER

~~(CORPORATE SEAL)~~

By..... HENRY M. HAER

By..... MARTIN KOENIG

By..... R. ALAN WINKE

Being all or a majority of the Directors of  
Chamberlin Company of America

Attest:

..... R. ALAN WINKE  
Secretary

C. C. OF A., INC.

By..... JEROME JENNINGS

By..... EDWARD GROPPER

~~(CORPORATE SEAL)~~

By..... HENRY M. HAER

By..... JAMES R. CLARK

By..... R. ALAN WINKE

Being all or a majority of the Directors of  
C. C. of A., Inc.

Attest:

..... R. ALAN WINKE  
Secretary

I, R. ALAN WINKE, Secretary of CHAMBERLIN COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, hereby certify, as such Secretary and under the seal of the said Corporation, that the Agreement of Merger to which this certificate is attached, after having been first duly signed on behalf of the said Corporation by a majority of the Directors thereof and having been signed by a majority of the Directors of C. C. of A., INC., a corporation of the State of Delaware, was duly submitted to the stockholders of said CHAMBERLIN COMPANY OF AMERICA at an annual meeting of said stockholders called and held separately from the meeting of stockholders of any other corporation after at least 20 days' notice by mail, and notice by publication as provided by Section 52 of the Michigan General Corporation Act on the 29th day of April, 1957, for the purpose of considering and taking action upon the proposed Agreement of Merger; that Three Hundred Seventy Thousand Three Hundred Seventy-Three (370,373) shares of stock of said Corporation were on said date issued and outstanding; that the holders of Two Hundred Ninety-Two Thousand Three Hundred Ninety-Eight (292,398) shares voted by ballot in favor of the approval, and the holders of Twenty-Seven Thousand Seven Hundred Thirty-Eight (27,738) shares voted by ballot against the approval of the proposed Agreement of Merger, the said affirmative vote representing at least two-thirds of the total number of shares of the outstanding capital stock of said Corporation, and that thereby the Agreement of Merger was at said meeting duly adopted as the act of the stockholders of said CHAMBERLIN COMPANY OF AMERICA and the duly adopted agreement of said Corporation.

WITNESS my hand and the seal of said CHAMBERLIN COMPANY OF AMERICA on this 9th day of September, 1957.

CHAMBERLIN COMPANY OF AMERICA  
CORPORATE  
SEAL  
MICHIGAN

R. ALAN WINKE  
\_\_\_\_\_  
R. Alan Winke, Secretary

THE ABOVE AGREEMENT OF MERGER, having been executed by a majority of the Board of Directors of each corporate party thereto, and having been adopted separately by the stockholders of each corporate party thereto, in accordance with the provisions of the General Corporation Law of the State of Michigan, and that fact having been certified on said Agreement of Merger by the Secretary of each corporate party thereto, the President and Secretary of each corporate party thereto do now hereby execute the said Agreement of Merger, under the corporate seals of their respective Corporations, by authority of the Directors and stockholders thereof, as the respective act, deed and agreement of each of said Corporations, on this 9th day of September 1957.

CHAMBERLIN COMPANY OF AMERICA

CHAMBERLIN COMPANY OF AMERICA  
CORPORATE  
SEAL  
MICHIGAN

\_\_\_\_\_  
EDWARD GROPPER  
Edward Gropper, President

ATTEST:

\_\_\_\_\_  
HENRY M. HAHER

\_\_\_\_\_  
R. ALAN WINKE  
R. Alan Winke, Secretary

C. C. OF A., INC.  
CORPORATE  
SEAL  
1957  
DELAWARE

C. C. of A., INC.

\_\_\_\_\_  
EDWARD GROPPER  
Edward Gropper, President

ATTEST:

\_\_\_\_\_  
HENRY M. HAHER

\_\_\_\_\_  
R. ALAN WINKE  
R. Alan Winke, Secretary

STATE OF MICHIGAN }  
County of Wayne } ss.

BE IT REMEMBERED that on this 9th day of September, A. D. 1957, personally came before me, ETHEL P. HARRIS, a Notary Public in and for the County and State aforesaid, EDWARD GROPPER, President of CHAMBERLIN COMPANY OF AMERICA, a corporation of the State of Michigan and one of the corporations described in and which executed the foregoing Agreement of Merger, known to me personally to be such, and he the said EDWARD GROPPER as such President duly executed said Agreement of Merger before me and acknowledged said Agreement of Merger to be the act, deed and agreement of said CHAMBERLIN COMPANY OF AMERICA, that the signatures of the said President and the Secretary of said Corporation to said foregoing Agreement of Merger are in the handwriting of said President and Secretary of said CHAMBERLIN COMPANY OF AMERICA, and that the seal affixed to said Agreement of Merger is the common corporate seal of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

NOTARY PUBLIC  
WAYNE CO., MICH.

ETHEL P. HARRIS  
\_\_\_\_\_  
Ethel P. Harris

Notary Public, Wayne County, Michigan  
My commission expires: May 8, 1959

ETHEL P. HARRIS  
Notary Public, Wayne County, Michigan  
My Commission Expires May 8, 1959



I, R. ALAN WINKE, Secretary of C. C. OF A., INC., a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such Secretary and under the seal of the said Corporation, that the Agreement of Merger to which this certificate is attached, after having first been duly signed on behalf of said Corporation, by a majority of the Directors thereof, and having been signed by a majority of the Directors of Chamberlin Company of America, a corporation of the State of Michigan, was duly submitted to the stockholders of C. C. of A., Inc. at a special meeting of said stockholders called and held separately from the meeting of stockholders of any other corporation, after at least twenty days' notice by mail and notice by publication, as provided by Sections 251 and 252 of the Delaware General Corporation Law, which meeting was called for May 6, 1957, and adjourned until August 30, 1957, for the purpose of considering and taking action upon the proposed Agreement of Merger; that Four Hundred (400) shares of stock of said Corporation were on said date issued and outstanding, all of said shares being held by the parent corporation, Chamberlin Company of America; that all of said shares were voted by ballot in favor of the adoption of the Agreement, and that thereby the Agreement of Merger was at said meeting duly adopted as the act of the stockholders of said C. C. of A., Inc. and the duly adopted agreement of said Corporation.

WITNESS my hand and the seal of said C. C. of A., INC., on this 9th day of September, 1957.

C. C. OF A., INC.  
CORPORATE  
SEAL  
1957  
DELAWARE

R. ALAN WINKE  
\_\_\_\_\_  
R. Alan Winke, Secretary

THE ABOVE AGREEMENT OF MERGER, having been executed by a majority of the Board of Directors of each corporate party thereto, and having been adopted separately by the stockholders of each corporate party thereto, in accordance with the provisions of the General Corporation Law of the State of Delaware, and that fact having been certified on said Agreement of Merger by the Secretary of each corporate party thereto, the President and Secretary of each corporate party thereto do now hereby execute the said Agreement of Merger under the corporate seals of their respective Corporations, by authority of the Directors and stockholders thereof, as the respective act, deed and agreement of each of said Corporations, on this 9th day of September, 1957.

CHAMBERLIN COMPANY OF AMERICA

CHAMBERLIN COMPANY OF AMERICA  
CORPORATE  
SEAL  
MICHIGAN

EDWARD GROPPER  
Edward Gropper, President

ATTEST:

HENRY M. HAFFER

R. ALAN WINKE  
R. Alan Winke, Secretary

C. C. OF A., INC.  
CORPORATE  
SEAL  
1957  
DELAWARE

C. C. of A., INC.

EDWARD GROPPER  
Edward Gropper, President

ATTEST:

HENRY M. HAFFER

R. ALAN WINKE  
R. Alan Winke, Secretary

STATE OF MICHIGAN }  
County of Wayne } ss.

BE IT REMEMBERED that on this 9th day of September, A. D. 1957, personally came before me, Ethel P. Harris, a Notary Public in and for the County and State aforesaid, EDWARD GROPPER, President of C. C. of A., INC., a corporation of the State of Delaware and one of the corporation<sup>s</sup> described in and which executed the foregoing Agreement of Merger, known to me personally to be such, and he the said EDWARD GROPPER as such President duly executed said Agreement of Merger before me and acknowledged said Agreement of Merger to be the act, deed and agreement of said C. C. of A., INC., that the signatures of the said President and Secretary of said Corporation to said foregoing Agreement of Merger are in the handwriting of said President and Secretary of said C. C. of A., INC., and that the seal affixed to said Agreement of Merger is the common corporate seal of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

NOTARY PUBLIC  
WAYNE CO., MICH.

ETHEL P. HARRIS  
\_\_\_\_\_  
Ethel P. Harris

Notary Public, Wayne County, Michigan  
My Commission Expires: May 8, 1959

ETHEL P. HARRIS  
Notary Public, Wayne County, Michigan  
My Commission Expires May 8, 1959

**CERTIFICATE OF INCORPORATION**  
of  
**C. C. of A., INC.**

\* \* \*

**FIRST:** The name of the corporation is C. C. of A., Inc.

**SECOND:** Its principal office in the State of Delaware is located at No. 100 West Tenth Street, in the City of Wilmington, County of New Castle. The name and address of its resident agent is The Corporation Trust Company, No. 100 West Tenth Street, Wilmington 99, Delaware.

**THIRD:** The nature of the business, or objects or purposes to be transacted, promoted or carried on are:

To undertake, engage in, transact or carry on any and all kinds of lawful manufacturing, mechanical, mercantile, trading, contracting, commercial and building business and any and all other kinds of business incidental, ancillary, relating, pertaining, necessary or proper to, or connected with any one or all, of the purposes and kinds of business hereinbefore mentioned.

To manufacture, purchase or otherwise acquire, invest in, own, mortgage, pledge, sell, assign and transfer or otherwise dispose of, trade, deal in and deal with goods, wares and merchandise and personal property of every class and description.

To acquire, and pay for in cash, stock or bonds of this corporation or otherwise, the good will, rights, assets and property, and to undertake or assume the whole or any part of the obligations or liabilities of any person, firm, association or corporation.

To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage or otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements and processes, copyrights, trade-marks and trade names, relating to or useful in connection with any business of this corporation.

To engage in research, exploration, laboratory and development work relating to any substance, compound or mixture, now known or which may hereafter be known, discovered or developed, and to perfect, develop, manufacture, use, apply and generally deal in any such substance, compound or mixture.

To acquire by purchase, subscription or otherwise, and to receive, hold, own, guarantee, sell, assign, exchange, transfer, mortgage, pledge or otherwise dispose of or deal in and with any of the shares of the capital stock, or any voting trust certificates in respect of the shares of capital stock, scrip, warrants, rights, bonds, debentures, notes, trust receipts, and other securities, obligations, choses in action and evidences of indebtedness or interest issued or created by any corporations, joint stock companies, syndicates, associations, firms, trusts or persons, public or private, or by the government of the United States of America, or by any foreign government, or by any state, territory, province, municipality or other political subdivision or by any governmental agency, and as owner thereof to possess and exercise all the rights, powers and privileges of ownership, including the right to execute consents and vote thereon, and to do any and all acts and things necessary or advisable for the preservation, protection, improvement and enhancement in value thereof.

To enter into, make and perform contracts of every kind and description with any person, firm, association, corporation, municipality, county, state, body politic or government or colony or dependency thereof.

To borrow or raise moneys for any of the purposes of the corporation and, from time to time without limit as to amount, to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of

exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment of any thereof and of the interest thereon by mortgage upon or pledge, conveyance or assignment in trust of the whole or any part of the property of the corporation, whether at the time owned or thereafter acquired, and to sell, pledge or otherwise dispose of such bonds or other obligations of the corporation for its corporate purposes.

To loan to any person, firm or corporation any of its surplus funds, either with or without security.

To purchase, hold, sell and transfer the shares of its own capital stock; provided it shall not use its funds or property for the purchase of its own shares of capital stock when such use would cause any impairment of its capital except as otherwise permitted by law, and provided further that shares of its own capital stock belonging to it shall not be voted upon directly or indirectly.

To have one or more offices, to carry on all or any of its operations and business and without restriction or limit as to amount to purchase or otherwise acquire, hold, own, mortgage, sell, convey or otherwise dispose of, real and personal property of every class and description in any of the states, districts, territories or colonies of the United States, and in any and all foreign countries, subject to the laws of such state, district, territory, colony or country.

In general, to carry on any other business in connection with the foregoing, and to have and exercise all the powers conferred by the laws of Delaware upon corporations formed under the General Corporation Law of the State of Delaware, and to do any or all of the things hereinbefore set forth to the same extent as natural persons might or could do.

The objects and purposes specified in the foregoing clauses shall, except where otherwise expressed, be in nowise limited or restricted by reference to, or inference from, the terms of any other clause in this certificate of incorporation, but the objects and purposes specified in each of the foregoing clauses of this article shall be regarded as independent objects and purposes.

**FOURTH:** The total number of shares of stock which the corporation shall have authority to issue is Five Hundred Thousand (500,000), and the par value of each of such shares is Two and 50/100 Dollars (\$2.50), amounting in the aggregate to One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00).

The designations and the powers, preferences and rights, and the qualifications, limitations or restrictions thereof are as follows:

No holder of any of the shares of the capital stock of the corporation, or of any rights, options or privileges to purchase shares of the capital stock of the corporation, or of any bonds, debentures, certificates of indebtedness or other securities, convertible into or exchangeable for shares of the capital stock of the corporation, shall be entitled as of right to purchase or to subscribe for or receive any unissued or reacquired shares of stock of the corporation at any time authorized or any rights, options or privileges to purchase unissued or reacquired shares of stock of the corporation, or to purchase or subscribe for or receive any bonds, debentures, certificates of indebtedness, or other securities convertible into or exchangeable for shares of the capital stock of the corporation; but any unissued or reacquired shares of capital stock, rights, options, privileges, bonds, debentures, certificates of indebtedness, or other securities, may be issued or reissued and disposed of by the Board of Directors to such persons as the Board of Directors may in its sole discretion determine without offering any thereof to holders of shares, rights, options, privileges, bonds, debentures, certificates of indebtedness, or other securities of the corporation.

**FIFTH:** The minimum amount of capital with which the corporation will commence business is One Thousand Dollars (\$1,000.00).

**SIXTH:** The names and places of residence of the incorporators are as follows:

<u>Names</u>	<u>Residences</u>
H. K. Webb	Wilmington, Delaware
H. C. Broadt	Wilmington, Delaware
A. D. Atwell	Wilmington, Delaware

**SEVENTH:** The corporation is to have perpetual existence.

**EIGHTH:** The private property of the stockholders shall not be subject to the payment of corporate debts to any extent whatever.

**NINTH:** In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized:

To make, alter or repeal the By-Laws of the corporation.

To authorize and cause to be executed mortgages and liens upon the real and personal property of the corporation.

To set apart out of any of the funds of the corporation available for dividends a reserve or reserves for any proper purpose and to abolish any such reserve in the manner in which it was created.

By resolution passed by a majority of the whole Board, to designate one or more committees, each committee to consist of two or more of the Directors of the corporation, which, to the extent provided in the resolution or in the By-Laws of the corporation, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be stated in the By-Laws of the corporation or as may be determined from time to time by resolution adopted by the Board of Directors.

When and as authorized by the affirmative vote of the holders of a majority of the stock issued and outstanding having voting power given at a stockholders' meeting duly called for that purpose, or when authorized by the written consent of the holders of a majority of the voting stock issued and outstanding, to sell, lease or exchange all of the property and assets of the corporation, including its good will and its corporate franchises, upon such terms and conditions and for such consideration, which may be in whole or in part shares of stock in, and/or other securities of, any other corporation or corporations, as its Board of Directors shall deem expedient and for the best interests of the corporation.

To establish, alter or repeal profit sharing, stock option and stock purchase plans and to issue rights and options entitling the holders to purchase shares of the capital stock of the corporation, such rights and options to be evidenced by or in such instrument or instruments as shall be approved by the Board of Directors. The terms upon which, the duration and the price or prices at which the rights and options may be issued and any such shares may be purchased, may be fixed in resolutions adopted by the Board of Directors and shall be set forth or incorporated by reference in the instrument or instruments evidencing such rights or options.

To remove at any time, for cause or without cause, any officer or employee of the corporation, or to confer such power on any committee or officer; provided, however, that any officer elected or appointed by the Board of Directors may be removed only by the affirmative vote of a majority of the Board of Directors then in office.

The corporation may in its By-Laws confer powers upon its Board of Directors in addition to the foregoing, and in addition to the powers and authorities expressly conferred upon it by statute.

The corporation shall indemnify any and all of its Directors or officers or former Directors or officers or any person who may have served at its request as a Director or officer of another corporation in which the corporation owns shares of capital stock or of which it is a creditor against expenses actually and necessarily incurred by them in connection with the defense of any action, suit or proceeding in which they, or

any of them, are made parties, or a party, by reason of being or having been Directors or officers or a Director or officer of the corporation, or of such other corporation, except in relation to matters as to which any such Director or officer or former Director or officer or person shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty. Such indemnification shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any By-Law, agreement, vote of stockholders or otherwise. The corporation shall have the right to intervene in and to defend all such actions, suits or proceedings brought against any such Director or officer or former Director or officer or person. Whenever in this paragraph a Director or officer or former Director or officer or person is referred to, such reference shall be inclusive of his heirs, executors and administrators. The foregoing provisions of this paragraph shall not be deemed or construed to protect or purport to protect any Director or officer of the corporation against any liability to the corporation or to its security holders to which he would otherwise be subject by reason of willful misfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office.

Each Director of the corporation, or a member of any committee designated by the Board of Directors, shall, in the performance of his duties, be fully protected in relying in good faith upon the books of account or reports made to the corporation by any of its officials, or by an independent certified public accountant, or by an appraiser selected with reasonable care by the Board of Directors or by any such committee, or in relying in good faith upon other records of the corporation.

Each Director of the corporation shall be fully protected in relying in good faith upon the books of account of the corporation or statements prepared by any of its officials as to the value and amount of the assets, liabilities and/or net profits of the corporation, or any other facts pertinent to the existence and amount of surplus or other funds from which dividends might properly be declared and paid.

**TENTH:** Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for this corporation under the provisions of section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

**ELEVENTH:** Meetings of stockholders may be held outside the State of Delaware, if the By-Laws so provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the By-Laws of the corporation. Elections of Directors need not be by ballot unless the By-Laws of the corporation shall so provide.

**TWELFTH:** The Directors in their discretion may submit any contract or act for approval or ratification at any annual meeting of the stockholders or at any meeting of the stockholders called for the purpose of considering any such act or contract, and any contract or act that shall be approved or be ratified by the vote of the holders of a majority of the stock of the corporation which is represented in person or by proxy at such meeting and entitled to vote thereat (provided that a lawful quorum of stockholders be there represented in person or by proxy) shall be as valid and as binding upon the corporation and upon all the stockholders, as though it had been approved or ratified by every stockholder of the corporation, whether or not the contract or act would otherwise be open to legal attack because of Directors' interest, or for any other reason.

In so far as the same is not contrary to the laws of the State of Delaware, no contract or other transaction between the corporation and any other corporation shall be affected or invalidated by the fact that any one or more of the Directors of the corporation is or are interested in, or is a Director or officer, or are Directors or officers, of such other corporation, and any Director or Directors, or member or members of any committee, individually or jointly may be a party or parties to, or may be interested in, any contract or transaction of the corporation or in which the corporation is interested; and no contract, act or transaction of the corporation with any person or persons, firm or firms or corporation or corporations shall be affected or invalidated by the fact that any Director or Directors of the corporation or member or members of any committee, is a party or are parties to or interested in such contract, act or transaction or in any way connected with such person or persons, firm or firms, or corporation or corporations; and any such Director or member of a committee who is also a party to or interested in any such contract, act or transaction or in any way connected with any such other person or persons, firm or firms, or corporation or corporations, may be counted in determining the existence of a quorum at any meeting of the Board of Directors or of any committee, as the case may be, which shall authorize any such contract, act or transaction, and may vote thereat to authorize any such contract, act or transaction, with like force and effect as if it were not a party to or interested in such contract, act or transaction or in any way connected with such other person or persons, firm or firms, or corporation or corporations.

**THIRTEENTH:** In addition to the powers and authorities hereinbefore or by statute expressly conferred upon them, the Directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the corporation; subject, nevertheless, to the provisions of the statutes of Delaware, of this certificate, and to any By-Laws from time to time made by the stockholders; provided, however, that no By-Law so made shall invalidate any prior act of the Directors which would have been valid if such By-Law had not been made.

**FOURTEENTH:** The corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

WE, THE UNDERSIGNED, being each of the incorporators hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying that the facts herein stated are true, and accordingly have hereunto set our hands and seals this 25th day of March, A. D. 1957.

..... H. K. WEBB (SEAL)

..... H. C. BROADT (SEAL)

..... A. D. ATWELL (SEAL)

STATE OF DELAWARE }  
County of New Castle } ss.

BE IT REMEMBERED that on this 25th day of March, A. D. 1957, personally came before me, a Notary Public for the State of Delaware, H. K. Webb, H. C. Broadt, and A. D. Atwell, all of the parties to the foregoing certificate of incorporation, known to me personally to be such, and severally acknowledged the said certificate to be the act and deed of the signers respectively and that the facts therein stated are truly set forth.

GIVEN under my hand and seal of office the day and year aforesaid.

..... M. RUTH MANNERING

Notary Public

M. RUTH MANNERING  
Notary Public  
Appointed Feb. 12, 1957  
State of Delaware  
Term Two Years



# State of Delaware



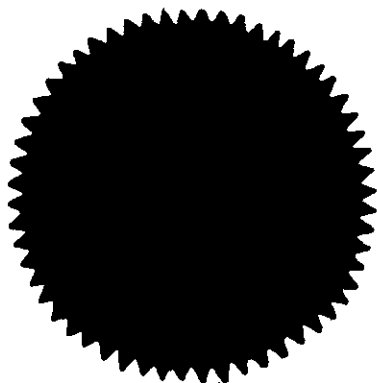
## Office of Secretary of State

*I, John N. McDowell, Secretary of State of the State of Delaware,*  
do hereby certify that the above and foregoing is a true and correct copy of

Certificate of Agreement of Merger between the "CHAMBERLIN COMPANY OF AMERICA", a corporation organized and existing under the laws of the State of Michigan and "C. C. OF A., INC.", a corporation organized and existing under the laws of the State of Delaware, under the name of "CHAMBERLIN COMPANY OF AMERICA", as received and filed in this office the thirtieth day of September, A.D. 1957, at 4:30 o'clock P.M.

And I do hereby further certify that the aforesaid Corporation shall be governed by the laws of the State of Delaware.

In Testimony Whereof, I have hereunto set my hand  
and official seal at Dover this thirtieth day  
of September in the year of our Lord  
one thousand nine hundred and fifty-seven.



*John N. McDowell*  
Secretary of State  
*M. R. Tomlinson*

Asst. Secretary of State