

UNITED STATES OF AMERICA, }
STATE OF OHIO, }
OFFICE OF THE SECRETARY OF STATE. }

I, SHERROD BROWN, Secretary of State of the State of Ohio, do hereby certify that the foregoing is an exemplified copy, carefully compared by me with the original record now in my official custody as Secretary of State, and found to be true and correct, of the Certificate of AGREEMENT OF MERGER of: FIGGIE OHIO INC., an Ohio corporation, Charter No. 614108, merging into: FIGGIE INTERNATIONAL INC., an Ohio corporation, Charter No. 325921, the survivor of stated Merger, was,

filed in this office on the 18th day of July A.D. 1983
and recorded on (xx) Roll (Volume) F287 Frame (Page) 441 of
the Records of Incorporations.



WITNESS my hand and official seal at
Columbus, Ohio, this 1st day
of December A.D. 1983

Sherrod Brown

SHERROD BROWN

Secretary of State

325921

APPROVED

JB

7/18/83

50.00

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KV-7 JUL 19

Certificate of Merger

of

Piggie Ohio Inc.

into

Piggie International Inc.

Dale S. Coenen, as President, and Luther A. Harthun, as Secretary, of Piggie Ohio Inc., an Ohio corporation, do hereby certify that the attached Plan of Reorganization and Agreement of Merger (Merger Agreement), to which Piggie Ohio Inc. is a party as a constituent corporation, having been first duly approved by resolution of its Board of Directors by unanimous written consent, was duly submitted to its sole shareholder, who on May 27, 1983, adopted the Merger Agreement by unanimous written consent, whereupon said Merger Agreement was duly adopted as the act of Piggie Ohio Inc.

Harry E. Piggie, Jr., as President, and Luther A. Harthun, as Secretary, of Piggie International Inc., an Ohio corporation, do hereby certify that the attached Merger Agreement, to which Piggie International Inc. is a party as a constituent corporation, having been first duly approved by resolution of its Board of Directors by a unanimous vote, was duly submitted to its shareholders at the Annual and Special Meeting of Shareholders on July 7, 1983, and that the Merger Agreement was adopted by the vote of 53.5% of all shareholders voting together as a single class and by the votes of 52.5% of the holders of Common Shares, 57.9% of the holders of Preference Shares, and 65.4% of the holders of Preference Shares, each voting separately as a class, whereupon said Merger Agreement was duly adopted as the act of Piggie International Inc.

In witness of the adoption, as set forth above, of the Merger Agreement by each constituent corporation pursuant to section 1701.78 of the Ohio General Corporation Law, the above-named officers, acting for their respective corporations pursuant to section 1701.81 of the Ohio General Corporation Law, have

hereunto subscribed their names and caused the seals of their respective corporations to be hereunto affixed this 14th day of July, 1983.

PIGGIE OHIO INC.

By Dale S. Coenen
Dale S. Coenen, President

By Luther A. Harthun
Luther A. Harthun, Secretary

PIGGIE INTERNATIONAL INC.

By Harry E. Piggie, Jr., President

By Luther A. Harthun
Luther A. Harthun, Secretary

11057-1442

PLAN OF REORGANIZATION
AND
AGREEMENT OF MERGER
Among
FIGGIE INTERNATIONAL INC., an Ohio corporation
FIGGIE OHIO INC., an Ohio corporation
and
FIGGIE INTERNATIONAL HOLDINGS INC., a Delaware corporation

THIS PLAN OF REORGANIZATION AND AGREEMENT OF MERGER (the Agreement) is made the 14th day of July, 1983 among FIGGIE INTERNATIONAL INC., an Ohio corporation (Figgie), FIGGIE OHIO INC., an Ohio corporation (Figgie Interim), and FIGGIE INTERNATIONAL HOLDINGS INC., a Delaware corporation (Figgie Delaware). Figgie and Figgie Interim are herein sometimes collectively referred to as the Constituent Corporations. Figgie Delaware is a party to this Agreement as a third party and not as a Constituent Corporation.

WITNESSETH:

WHEREAS, Figgie is a corporation duly organized and validly existing under the laws of the State of Ohio, with authorized capital stock of 22,132,000 shares (Figgie Shares) consisting of 125,000 Serial Preference Shares, par value \$100 per share; 4,000,000 Preference Shares, one dollar per share; 10,000 6% Convertible Preferred Shares, par value \$100 per share; and 18,000,000 Common Shares, par value 10¢ per share; and

WHEREAS, Figgie Interim is a corporation duly organized and validly existing under the laws of the State of Ohio, with authorized capital stock consisting of 1,000 Common Shares, par value 10¢ per share (Figgie Interim Common Shares), 1,000 of which shares on the date hereof are issued and outstanding and are owned, beneficially and of record, by Figgie Delaware; and

WHEREAS, Figgie Delaware is a corporation duly organized and validly existing under the laws of the State of Delaware, with authorized capital stock of 40,030,742 shares (Figgie Delaware Stock) consisting of 30,742 shares of Serial Preference Stock, par value \$100 per share; 4,000,000 shares of Preference Stock, par value \$1.00 per share; 18,000,000 shares of Special Common Stock, par value 10¢ per share; and 18,000,000 shares of Common Stock, par value 10¢ per share, of which 100 shares of Common Stock on the date hereof are issued and outstanding and are owned, beneficially and of record, by Figgie; and

WHEREAS, the parties hereto desire that Figgie Interim merge with and into Figgie upon the terms and subject to the conditions herein set forth and in accordance with the laws of the State of Ohio;

NOW THEREFORE, in order to prescribe (a) the terms and conditions of the merger of Figgie Interim into Figgie (the Merger); (b) the mode of carrying the same into effect; (c) the manner and basis of converting the shares and exchanging the certificates of (i) Figgie Shares (except shares held by Figgie as treasury shares) into corresponding shares of Figgie Delaware Stock; and (ii) Figgie Interim Common Shares into corresponding Figgie Common Shares; and (d) such other details and provisions as are deemed necessary or desirable; and in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

SECTION 1. *Merger.*

1.1. *Merger of Figgie Interim into Figgie.* In accordance with the provisions of this Agreement and the General Corporation Law of the State of Ohio, at the Effective Time (as defined in Section 1.4 hereof) Figgie Interim shall be merged with and into Figgie, which shall be the surviving corporation and is herein sometimes referred to as the Surviving Corporation. After the Effective

Time, the Surviving Corporation shall continue its corporate existence as an Ohio corporation and shall continue to conduct its business under the name "Figgie International Inc." At the Effective Time, the separate existence of Figgie Interim shall cease.

1.2. *Effect of the Merger.*

1.2.1. At the Effective Time, the Surviving Corporation shall possess all assets and property of every description, and every interest therein, wherever located, and the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of each of the Constituent Corporations; all obligations belonging to or due each of the Constituent Corporations shall be vested in, and become the obligations of, the Surviving Corporation without further act or deed; title to any real estate or any interest therein vested in any of the Constituent Corporations shall not revert or in any way be impaired by reason of the Merger; all rights of creditors and all liens upon any property of any of the Constituent Corporations shall be preserved unimpaired; and the Surviving Corporation shall be liable for all the obligations of each of the Constituent Corporations, and any claim existing, or any action or proceeding pending, by or against either of the Constituent Corporations may be prosecuted to judgment with right of appeal as if the Merger had not taken place.

1.2.2. At the Effective Time, the Articles of Incorporation of Figgie, as then in effect, shall continue as the Articles of Incorporation of the Surviving Corporation until such Articles of Incorporation shall be amended in accordance with the General Corporation Law of the State of Ohio. The provisions of such Articles of Incorporation are hereby incorporated by reference.

1.2.3. From and after the Effective Time and until amended in accordance with the General Corporation Law of the State of Ohio, the Code of Regulations of Figgie in existence on the date hereof shall be the Code of Regulations of the Surviving Corporation.

1.2.4. The officers and directors of Figgie immediately prior to the Effective Time shall after the Effective Time be and remain the officers and directors of the Surviving Corporation until their respective successors are duly appointed or elected and qualified.

1.3. *Additional Actions.* If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable (a) to vest, perfect, or confirm, of record or otherwise, in the Surviving Corporation title to and possession of any property or right of Figgie Interim acquired or to be acquired by reason, or as a result, of the Merger, or (b) otherwise to carry out the purposes of this Agreement, Figgie Interim and its proper officers and directors shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments, and assurances in law and to do all acts necessary or proper to vest, perfect, or confirm title to and possession of such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement; and the proper officers and directors of the Surviving Corporation are fully authorized in the name of Figgie Interim or otherwise to take any and all such action.

1.4. *Effective Time.* The Effective Time of the Merger shall be the hour and date on which this Agreement, or a conformed copy thereof, together with a duly executed certificate of adoption (the Merger Certificate) pursuant to the Ohio General Corporation Law, is filed with the Secretary of State of the State of Ohio.

SECTION 2. Conversion of Securities.

2.1. *Figgie Shares.*

2.1.1. Each Figgie Share issued and outstanding immediately prior to the Effective Time (other than Shares held by Figgie as treasury shares and Shares in respect of which, as of the Effective Time, holders have asserted valid demands for appraisal pursuant to the Ohio General Corporation Law, which demands have not been withdrawn) shall, by virtue of the

Merger, and without any action on the part of the holder thereof, be converted into one corresponding share of Figgie Delaware Stock, which share shall be subject to the same additional rights and restrictions as may apply to the corresponding Figgie Shares held by such holder immediately prior to the Effective Time. At and after the Effective Time, each certificate which immediately prior to the Effective Time represented outstanding Figgie Shares shall be deemed for all purposes to represent the number of corresponding shares of Figgie Delaware Stock into which such Figgie Shares theretofore represented by such certificate are converted.

2.1.2. Each Figgie Share held in Figgie's treasury immediately prior to the Effective Time shall, by virtue of the Merger, be cancelled and retired and cease to exist, without any conversion thereof.

2.2. *Figgie Interim Common Shares.* Each Figgie Interim Common Share 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 Surviving Corporation Common Shares at a ratio which will result in an identical number of Surviving Corporation Common Shares outstanding immediately after the Effective Time as there were Figgie Common Shares outstanding immediately prior to the Effective Time. After the Effective Time, each certificate which immediately prior to the Effective Time represented outstanding Figgie Interim Common Shares shall be replaced by a certificate representing the number of Surviving Corporation Common Shares into which the Figgie Interim Common Shares theretofore represented by such certificate have been converted.

2.3. *Figgie Delaware Common Stock.* Each share of Figgie Delaware Common Stock outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, cease to exist and be retired.

2.4. *Disenting Shares.* Former holders of Figgie Shares who, as of the Effective Time, are not entitled to receive shares of Figgie Delaware Stock solely because they asserted appraisal rights in connection with the Merger pursuant to the Ohio General Corporation Law and who, subsequent to the Effective Time, validly withdrew their demands for appraisal and except the terms of the Merger shall receive one corresponding share of Figgie Delaware Stock in exchange for each Figgie Share held by them.

2.5. Exchange of Certificates.

2.5.1. Each holder of a certificate representing immediately prior to the Effective Time outstanding Figgie Shares (a Figgie Certificate) shall be entitled, upon surrender of such Figgie Certificate for cancellation, after the Effective Time to receive in exchange a certificate representing the same number of corresponding shares of Figgie Delaware Stock (a Figgie Delaware Certificate) previously represented by the Figgie Certificate surrendered. If any such Figgie Delaware Certificate is to be issued in a name other than that in which the Figgie Certificate surrendered for exchange is registered, it shall be a condition of such exchange that the Figgie Certificate so surrendered shall be properly endorsed or otherwise in proper form for transfer and that the person requesting such exchange shall either pay any transfer or other taxes required by reason of the issuance of the Figgie Delaware Certificates in a name other than that of the registered holder of the Figgie Certificate surrendered, or establish to the satisfaction of Figgie Delaware or its transfer agent that such tax has been paid or is not applicable.

2.5.2. If after the Effective Time the Surviving Corporation settles an appraisal proceeding brought pursuant to section 1701.86 of the Ohio General Corporation Law and thereby becomes the holder of any Figgie Certificates, or if, pursuant to a decree of the Court of Common Pleas of Lake County, Ohio in such a proceeding the Surviving Corporation receives any Figgie Certificates upon payment of the appraised value thereof, then, in either such event, the Surviving Corporation may cancel such Figgie Certificates or surrender the Figgie Certificates for cancellation, and the Shares represented by such Figgie Certificates shall be retired.

2.6. *Rights.* Each right to purchase Figgie Common Shares outstanding immediately prior to the Effective Time shall continue outstanding as a right to purchase, in place of the purchase of each Figgie Common Share and at the relevant purchase price for each such Share, a corresponding share of Figgie Delaware Common Stock upon the same terms and conditions as were applicable immediately prior to the Effective Time under the relevant right.

2.7. *Convertible Preference Shares.* Each Figgie Preference Share convertible into Figgie Common Shares which is outstanding immediately prior to the Effective Time (other than such Shares held by Figgie as treasury shares and Shares in respect of which, as of the Effective Time, holders have asserted valid demands for appraisal pursuant to the Ohio General Corporation Law, which demands have not been withdrawn) shall at that Time become convertible into, in place of Figgie Common Shares and at the relevant conversion ratio for each such Share, a corresponding share of Figgie Delaware Common Stock upon the same terms and conditions as were applicable immediately prior to the Effective Time.

2.8. *Convertible Subordinated Debentures.* Each Figgie 4 1/4% Convertible Subordinated Debenture, due 1997, convertible into Figgie Common Shares which is outstanding immediately prior to the Effective Time shall at that Time become convertible into, in place of Figgie Common Shares and at the relevant conversion ratio for each such Debenture, a corresponding share of Figgie Delaware Common Stock upon the same terms and conditions as were applicable immediately prior to the Effective Time.

SECTION 3. Conditions Precedent.

Consummation of the Merger and of the other transactions provided for in this Agreement is conditioned upon the following:

3.1. *Shareholder Approval.* The Merger shall have received approval by a majority of the holders of the total number of outstanding Figgie Common Shares and Figgie Preference Shares, each voting separately as a class, notwithstanding any other requirements of (i) the Articles of Incorporation and the Code of Regulations of Figgie and (ii) the Ohio General Corporation Law.

3.2. *Tax Opinion.* Figgie shall have received in form and substance satisfactory to Figgie an opinion from Morgan, Lewis & Bockius with respect to certain tax effects of the Merger.

3.3. *Indebtedness.* Figgie and Figgie Delaware shall have taken all steps necessary to ensure that Figgie Delaware will assume joint and several liability as a primary obligor with respect to the payment of principal, interest, and premium (if any), and with respect to other covenants and agreements relating to the indentures for outstanding classes of publicly-held debentures and notes of Figgie, and that all supplemental indentures and other necessary documents will be duly executed.

3.4. *Trading Markets for Securities.* Figgie and Figgie Delaware shall have taken all reasonable steps to ensure that the Figgie Delaware Common Stock, the Figgie Delaware Preference Stock, Third Series, Convertible, and the Figgie 4 1/4% Convertible Subordinated Debentures will, upon the Effective Time, be quoted in the NASDAQ System, traded on one or more exchanges, or both; and that, in the view of the Figgie Board of Directors, adequate exchange or over-the-counter markets will exist with respect to other classes and series of publicly-held securities.

3.5. *Employee Benefit Plans.* Figgie and Figgie Delaware shall have taken all steps necessary to ensure that Figgie Delaware will assume joint and several liability with respect to Figgie's compensation plans (the Compensation Plan for Executives, the Performance Incentive Bonus Program, the 1978 Restricted Stock Purchase Plan, and the 1983 Restricted Stock Purchase Plan) and Figgie's retirement plans (the Retirement Income Plan, the Senior Executive Benefit Program, and the Deferred Compensation Agreements), and that after the Merger shares of Figgie Delaware Common Stock will be subject to purchase and issuance on the same terms and conditions as govern the purchase and issuance of Common Shares of Figgie under such plans.

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SECTION 4. Amendment or Waiver and Termination.

4.1. *Amendment or Waiver.* The parties hereto by mutual consent of their respective boards of directors may amend, modify, or supplement this Agreement, or waive any provision or condition thereof, in such manner as may be agreed upon by the parties in writing at any time before or after approval of this Agreement (as from time to time amended) by the shareholders of Figgie; provided, however, that, after such approval by the shareholders of Figgie, no such amendment, modification, supplement, or waiver shall affect the rights of shareholders of Figgie in a manner which, in the judgment of the Board of Directors of Figgie, is materially adverse to the shareholders of Figgie.

4.2. *Termination.* At any time prior to the Effective Time, whether before or after approval by the shareholders of Figgie, this Agreement may be terminated and the Merger abandoned by mutual agreement of the boards of directors of the parties. The filing of the Merger Certificates with the Secretary of State of the State of Ohio pursuant to Section 1.4 hereof shall constitute certification that this Agreement has not theretofore been terminated. If terminated as provided in this Section 4.2, this Agreement shall forthwith become wholly void and of no further force or effect.

SECTION 5. Miscellaneous.

5.1. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

5.2. *Governing Law.* This Agreement shall be governed in all respects, including, but not limited to, validity, interpretation, effect, and performance, by the laws of the State of Ohio (excluding the effect of any principles of conflict of laws which may otherwise be applicable).

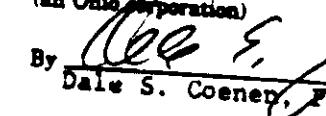
5.3. *Designated and Statutory Agents.* Luther A. Hartman of Figgie International Inc., 4420 Sherwin Road, Willoughby, Ohio 44084, is hereby appointed as the person upon whom process, notice, or demand against the parties may be served. Figgie's statutory agent is the CT Corporation System, 1578 Union Commerce Building, Cleveland, Ohio 44118.

In Witness Whereof, Figgie Delaware and each of the Constituent Corporations have caused this Agreement to be executed on their behalf by their officers hereto duly authorized, all as of the date first above written.

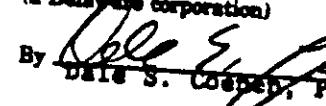
FIGGIE INTERNATIONAL INC.
(an Ohio corporation)

By 
Harry E. Figgie, Jr., President

FIGGIE OHIO INC.
(an Ohio corporation)

By 
Dale S. Coenen, President

FIGGIE INTERNATIONAL HOLDINGS INC.
(a Delaware corporation)

By 
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