

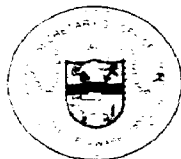


Office of the Secretary of State

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I, WILLIAM T. QUILLEN, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER (DELAWARE & FOREIGN) OF "JUNKUNC BROS. AMERICAN LOCK COMPANY" FILED IN THIS OFFICE ON THE THIRTIETH DAY OF DECEMBER, A.D. 1988, AT 10 O'CLOCK A.M.

\* \* \* \* \*



*William T. Quillen*

William T. Quillen, Secretary of State

AUTHENTICATION: 4007479

DATE: 08/06/1993

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AGREEMENT AND PLAN OF MERGER  
OF  
JUNKUNC BROS. AMERICAN LOCK COMPANY  
(an Illinois corporation)  
WITH AND INTO  
JUNKUNC BROS. AMERICAN LOCK COMPANY  
(a Delaware corporation)

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**FILED**

DEC 30 1988

*[Handwritten signature]*  
10th  
SECRETARY OF STATE

AGREEMENT AND PLAN OF MERGER ("Agreement") made and entered into as of the 1st day of December, 1988, by and between JUNKUNC BROS. AMERICAN LOCK COMPANY, an Illinois corporation (hereafter called the "Illinois Corporation"), and JUNKUNC BROS. AMERICAN LOCK COMPANY, a Delaware corporation (hereafter called the "Delaware Corporation" or "Surviving Corporation"), which corporations are hereafter sometimes referred to jointly as the "Constituent Corporations."

WITNESSETH:

A. The Delaware Corporation is a corporation duly organized and existing under the laws of the State of Delaware, having been incorporated on November 21, 1988, and having its registered office in the State of Delaware at 1209 Orange Street, City of Wilmington, County of New Castle, and whose registered agent is The Corporation Trust Company.

B. The Illinois Corporation is a corporation duly organized and existing under the laws of the State of Illinois, having been incorporated on July 23, 1957, and having its registered office in the State of Illinois at Exchange Road and Kedzie Avenue, City of Crete, County of Will, and whose registered agent is George P. Junkunc.

C. The total number of shares of stock which the Delaware Corporation has authority to issue is 14,000,000 of which 7,000,000 shares are Common Stock, par value \$0.01, 100 of which are issued and outstanding and are owned of record and beneficially by the Illinois Corporation, and 7,000,000 shares of which are Preferred Stock, par value \$0.476, none of which are issued and outstanding.

D. The total number of shares of stock which the Illinois Corporation has authority to issue is 4,000, of which 2,000 are Common Shares, \$100 par value, 620 shares of which are issued and hold as treasury shares, 6.933 shares of which are issued and outstanding, and 2,000 shares of which are Preferred Stock, par value \$4,760, 476.94124 shares of which are issued and outstanding.

E. The Boards of Directors of the respective Constituent Corporations have determined that it is advisable that the Illinois Corporation be merged with and into the Delaware Corporation in a tax free reorganization qualifying under Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended, and have approved such merger on the terms and conditions hereinafter set forth in accordance with the applicable provisions of the laws of the States of Delaware and Illinois which permit such merger.

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements, covenants and conditions herein contained and for the purpose of setting forth the terms and conditions of such merger, the mode of carrying the same into effect, the manner and basis of converting the shares of the Illinois Corporation into shares of the Surviving Corporation, to be effected by the merger, and such other details or provisions as are deemed necessary or desirable, the parties hereto have agreed and do hereby agree as follows:

#### ARTICLE I

##### MERGER

1.01 The Illinois Corporation and the Delaware Corporation shall be merged into a single corporation in accordance with the applicable provisions of the laws of the State of Illinois and the State of Delaware, by the Illinois Corporation merging with and into the Delaware Corporation, which latter corporation shall be the Surviving Corporation.

#### ARTICLE II

##### EFFECT OF THE MERGER

2.01 The merger shall become effective as provided in the applicable laws of the State of Illinois and the State of Delaware (the time when the merger shall so become effective being sometimes hereinafter referred to as the "effective date of the merger").

2.02 At the effective date of the merger:

(a) The Delaware Corporation shall become the Surviving Corporation, and the separate existence of the Illinois Corporation shall cease, except to the extent provided by the laws of the State of Illinois

in the case of a corporation after its merger with and into another corporation.

(b) The Surviving Corporation shall, without further transfer, succeed to and thereafter possess and enjoy all of the rights, privileges, immunities, powers and franchises, of a public as well as of a private nature, of each of the Constituent Corporations, and be subject to all of the restrictions, disabilities and duties of each of the Constituent Corporations, and all property, real, personal and mixed, of and all debts due to each of the Constituent Corporations on whatever account, and all things in action, and all and every other interest of, or belonging or due to, each of the Constituent Corporations shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by reason of this merger. Without limiting the generality of the foregoing, the Surviving Corporation shall assume and continue all employee benefit plans and arrangements of the Illinois Corporation, and said plans and arrangements shall not be terminated as a result of the merger.

(c) All rights of creditors and all liens, if any, upon the property of either of the Constituent Corporations shall be preserved unimpaired by the merger, and all debts, liabilities, obligations and duties of either of the Constituent Corporations shall become the responsibility and liability of the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it.

(d) All corporate acts, plans, policies, arrangements, approvals and authorizations of the Illinois Corporation, its shareholders (including, without limitation that certain "Voting Trust Agreement No. 1" dated December 28, 1982, that certain "Voting Trust Agreement No. 2" dated August 3, 1983, by and among the Illinois Corporation and its shareholders, and that certain Buy-Sell Agreement dated October 1, 1986 by and among the Illinois Corporation and its Shareholders), Board of Directors, officers and agents, which were valid and

effective immediately prior to the effective date of the merger, shall be taken for all purposes as the acts, plans, policies, arrangements, approvals and authorizations of the Surviving Corporation, its shareholders, Board of Directors, officers and agents and shall be effective and binding thereon as the same were with respect to the Illinois Corporation.

### ARTICLE III

#### CERTIFICATE OF INCORPORATION

3.01 The Certificate of Incorporation of the Delaware Corporation shall constitute the Certificate of Incorporation of the Surviving Corporation, subject always to the right of the Surviving Corporation to amend its Certificate of Incorporation in accordance with the laws of the State of Delaware and the provisions of its Certificate of Incorporation.

### ARTICLE IV

#### BY-LAWS

4.01 The By-Laws of the Delaware Corporation as existing and constituted on the effective date of the merger shall constitute the By-Laws of the Surviving Corporation until altered, amended or repealed.

### ARTICLE V

#### DIRECTORS AND OFFICERS

5.01 The Directors and officers of the Delaware Corporation in office on the effective date of the merger shall continue in office as, and be and constitute, the Directors and

officers of the Surviving Corporation, each to hold office for his elected or appointed term and until his successor shall have been elected and shall have qualified or until his earlier resignation or removal.

## ARTICLE VI

### CONVERSION OF SHARES

The manner and basis of converting the shares of the Illinois Corporation into shares of the Surviving Corporation, and the cancellation and retirement of shares of the Delaware Corporation, shall be as follows:

6.01 The 100 issued and outstanding shares of Common Stock, par value \$0.01, of the Delaware Corporation (all of which are owned of record and beneficially by the Illinois Corporation) shall be cancelled and retired, all rights in respect thereof shall cease, no share of stock or other securities of the Surviving Corporation shall be issued in respect thereof, and the \$1 of capital applicable to such shares shall be eliminated from the capital stock account.

6.02 Each Common Share, \$100 par value, of the Illinois Corporation issued and outstanding, or held in its treasury on the effective date of the merger shall forthwith and without the surrender of stock certificates or any other action, be converted into 10,000 fully paid, nonassessable and validly issued share of Common Stock, \$0.01 par value, of the Surviving Corporation. Issued certificates representing Common Shares of the Illinois Corporation shall thenceforth represent 10,000 times that number of shares of Common Stock of the Surviving Corporation, and the holder thereof shall have precisely the same rights which he would have had if such certificates had been issued by the Surviving Corporation, except to the extent otherwise provided in Sections 11.65 and 11.70 of the Illinois Business Corporation Act of 1983.

Each Preferred Share, \$4,760 par value, of the Illinois Corporation issued and outstanding or held in its treasury on the effective date of the merger shall forthwith and without surrender of stock certificates or any other action, be converted into 10,000 fully paid, nonassessable and validly issued share of Preferred Stock, \$0.476 par value, of the Surviving Corporation. Issued certificates representing Preferred Shares of the Illinois Corporation shall thenceforth represent 10,000 times that number of shares of Preferred Stock of the Surviving Corporation and the holder thereof shall have precisely the same rights which he would have had if such Certificates had been issued by the Surviving Corporation

except to the extent otherwise provided in Section 11.65 and 11.70 of the Illinois Business Corporation Act of 1983.

6.03 After the effective date of the merger, each holder of a certificate representing outstanding Common Shares or Preferred Shares of the Illinois Corporation may, but shall not be required to, surrender the same to the Surviving Corporation, and upon such surrender such holder shall be entitled to receive a certificate or certificates issued by the Surviving Corporation for 10,000 times that number of shares of Common Stock or Preferred Stock represented by the surrendered certificate. The Surviving Corporation shall be entitled to rely upon the stock records of the Illinois Corporation as to the ownership of its Common Stock and Preferred Stock at the effective date of the merger. If any shareholder of the Surviving Corporation cannot produce the certificate or certificates theretofore evidencing the ownership of shares of the Illinois Corporation, he shall be required to proceed in regard thereto as he would have had to do were he under like circumstances applying for the issuance of a new certificate of the Delaware Corporation.

6.04 The Illinois Corporation will not make any transfers on its books after the effective date of the merger.

## ARTICLE VII

### ACCOUNTING MATTERS

7.01 Except as herein provided with respect to the cancellation of the outstanding shares of the Delaware Corporation, upon the effective date of the merger (a) the respective assets of the Illinois Corporation and Delaware Corporation shall be taken up or continued on the books of the Surviving Corporation in the amounts at which such assets shall have been carried on their respective books immediately prior to the effective date of the merger; (b) the respective liabilities and reserves of the Illinois Corporation and the Delaware Corporation shall be taken up or continued on the books of the Surviving Corporation in the amounts at which such liabilities and reserves shall have been carried on their respective books immediately prior to the effective date of the merger; and (c) the capital stock, paid-in capital and retained earnings of the Illinois Corporation shall be taken up on the books of the Surviving Corporation as capital stock, paid-in capital and retained earnings, respectively, in the amounts at which the same shall be carried on the books of the Illinois Corporation immediately prior to the merger.



## ARTICLE VIII

### EXPENSES OF MERGER

8.01 The Surviving Corporation shall pay all unpaid expenses of carrying this Agreement into effect and accomplishing the merger herein provided for.

## ARTICLE IX

### FURTHER ASSURANCES

9.01 If at any time the Surviving Corporation shall consider or be advised that any further assignment or assurance in law is necessary or desirable to vest in the Surviving Corporation the title to any property or rights of the Illinois Corporation, the proper officers and directors of the Illinois Corporation shall, and will, execute and make all such proper assignments and assurances in law and do all things necessary or proper to vest 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 the Illinois Corporation, or otherwise, to take any and all such action.

## ARTICLE X

### APPROVAL OF SHAREHOLDERS-TERMINATION

10.01 This Agreement shall be submitted to the shareholders or stockholders of each of the Constituent Corporations, as provided by law, and it shall take effect and be deemed and be taken to be the Agreement and Plan of Merger of the Constituent Corporations upon the approval or adoption thereof by the shareholders or stockholders of each of the Constituent Corporations, in accordance with the requirements of the laws of the State of Illinois and the State of Delaware, and upon the execution, filing and recording of such documents and the doing of such other acts and things as shall be required for accomplishing the merger under the provisions of the applicable statutes of the State of Illinois and of the State of Delaware.

10.02 At any time prior to the effective date of the merger, this Agreement may be terminated and abandoned for any reason by the Illinois Corporation or the Surviving Corporation by appropriate resolution of either Board of Directors, notwithstanding any approvals of this Agreement by the

shareholders of the Illinois Corporation and/or the Surviving Corporation.

10.03 In the event of the termination and abandonment of this Agreement pursuant to the provisions of Section 10.02, this Agreement shall become void and have no effect, without any liability on the part of either of the Constituent Corporations, or its shareholders, stockholders, directors or officers in respect thereof.

#### ARTICLE XI

##### CERTAIN AGREEMENTS OF THE DELAWARE CORPORATION

11.01 The Delaware Corporation, as the Surviving Corporation, hereby agrees that it may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of the Illinois Corporation or of the rights of a dissenting shareholder of the Illinois Corporation.

11.02 The Delaware Corporation, as the Surviving Corporation, hereby irrevocably appoints the Secretary of the State of Illinois as its agent to accept service of process in any proceeding described in Section 11.01.

11.03 The Delaware Corporation, as the Surviving Corporation, hereby agrees that it will promptly pay to dissenting shareholders, if any, of the Illinois Corporation the amount, if any, to which they shall be entitled pursuant to the laws of the State of Illinois.

#### ARTICLE XII

##### MISCELLANEOUS

12.01 This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

12.02 The headings of the several articles herein have been inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.


IN WITNESS WHEREOF, each of the Constituent Corporations, pursuant to authority duly given by resolutions adopted by its Board of Directors, has caused this Agreement to be

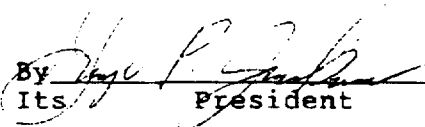
executed in its name by a duly authorized officer and its corporate seal to be affixed and attested by its Secretary or an Assistant Secretary.

JUNKUNC BROS. AMERICAN LOCK COMPANY  
(an Illinois corporation)

(CORPORATE SEAL)

ATTEST:


  
Secretary

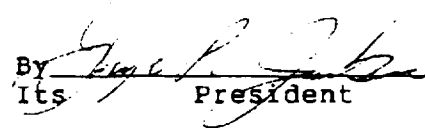
By   
Its President

(CORPORATE SEAL)

JUNKUNC BROS. AMERICAN LOCK COMPANY  
(a Delaware corporation)

ATTEST:

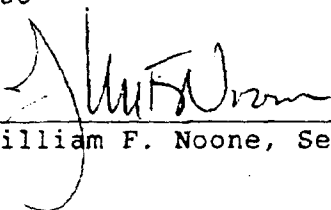
  
Secretary

By   
Its President

CERTIFICATE

The undersigned, being the Secretary of JUNKUNC BROS. AMERICAN LOCK COMPANY, a Delaware corporation, does hereby certify that the holders of all of the outstanding stock of said corporation dispensed with a meeting and vote of stockholders, and all of the stockholders entitled to vote consented in writing, pursuant to the provisions of Section 228 of the General Corporation Law of the State of Delaware, to the adoption of the foregoing Agreement and Plan of Merger.

Dated: December 7, 1988

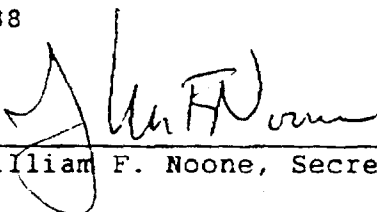
  
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William F. Noone, Secretary

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CERTIFICATE

The undersigned, being the Secretary of JUNKUNC BROS. AMERICAN LOCK COMPANY, an Illinois corporation, does hereby certify that the holders of all of the outstanding stock of said corporation dispensed with a meeting and vote of stockholders, and all of the stockholders entitled to vote consented in writing, pursuant to the provisions of Section 7.10 of the Illinois Business Corporation Act, to the adoption of the foregoing Agreement and Plan of Merger.

Dated: December 7, 1988

  
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William F. Noone, Secretary

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