

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
United Fixtures Acquisition Company, Inc.		02/03/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	United Fixtures Company, Inc.		
Street Address:	4300 Quality Drive		
City:	South Bend		
State/Country:	INDIANA		
Postal Code:	46628		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1464589	NATIONAL STORE FIXTURES, INC.	
CORRESPONDENCE DATA			
Fax Number:	(317)231-7433		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3172311313		
Email:	dwong@btlaw.com		
Correspondent Name:	David A.W. Wong		
Address Line 1:	11 South Meridian Street		
Address Line 2:	Barnes & Thornburg LLP		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	17560-70492		
NAME OF SUBMITTER:	David A.W. Wong		
Signature:	/dwong/		

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Date:

11/12/2007

Total Attachments: 63

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**CONSENT OF SOLE INCORPORATOR
IN LIEU OF ORGANIZATIONAL MEETING**

THE UNDERSIGNED, being the Sole Incorporator of ICG Lester, Inc., a Delaware corporation (the "Corporation"), in lieu of holding an organizational meeting of the sole incorporator, hereby takes the following action and adopts the following resolution by written consent pursuant to Section 108(c) of the General Corporation Law of the State of Delaware:

RESOLVED, that the name of this Corporation be changed from "ICG Lester, Inc." to "United Fixtures Acquisition Company, Inc." and that the latter name is hereby adopted as the corporate name of the Corporation;

RESOLVED, that the FIRST paragraph of the Certificate of Incorporation of the Corporation be amended and restated reflect the change in the name of the Corporation to "United Fixtures Acquisition Company, Inc.";

RESOLVED, that the board of directors of the Corporation shall initially consist of one (1) member;

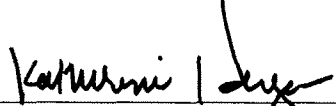
RESOLVED, that the person named below is elected as the director of the Corporation, to serve until the earliest of the first annual meeting of the shareholders of the Corporation, the election and qualification of his successor, or his earlier death, resignation or removal:

Thomas P. Guido

The action taken by this Consent shall have the same force and effect as if taken by the undersigned at an organizational meeting of the sole incorporator, duly called and constituted pursuant to the General Corporation Law of the State of Delaware.

* * * * *

IN WITNESS WHEREOF, the undersigned has executed this Consent of Sole Incorporator as of this 3rd day of February, 2005.



Katherine L. Harenza
Sole Incorporator

**WRITTEN CONSENT
OF THE SOLE DIRECTOR
OF UNITED FIXTURES ACQUISITION COMPANY, INC.**

The undersigned, being all of the members of the Board of Directors of United Fixtures Acquisition Company, Inc., a Delaware corporation (originally organized under the name ICG Lester, Inc.) (the "Corporation"), in lieu of holding a meeting, hereby adopts the following resolutions by written consent pursuant to Section 141(f) of the General Corporation Law of the State of Delaware:

ORGANIZATION

NOW THEREFORE BE IT RESOLVED, that the actions taken by the sole incorporator in forming the Corporation be and the same hereby are approved and ratified in all respects; and

FURTHER RESOLVED, that the Certificate of Incorporation of the Corporation filed with the office of the Secretary of State of Delaware on November 8, 2004 and recorded accordingly, be and hereby is, confirmed, approved and adopted in all respects, and that a copy of the same shall be inserted in the minute book of the Corporation; and

FURTHER RESOLVED, that the Amendment of the Certificate of Incorporation of the Corporation that changes the name of the Corporation to "United Fixtures Acquisition Corporation, Inc.", as filed with the office of the Secretary of State of Delaware on February 3, 2005 and recorded accordingly, be and hereby is, confirmed, approved and adopted in all respects, and that a copy of the same shall be inserted in the minute book of the Corporation; and

FURTHER RESOLVED, that the By-laws of the Corporation attached hereto as Exhibit A be, and they hereby are, confirmed, adopted and approved in all respects as the By-Laws of the Corporation, and that a copy of the same shall be inserted in the minute book of the Corporation; and

FURTHER RESOLVED, that the annual meeting of shareholders of the Corporation shall be held for the election of directors at such time and place as shall be designated by resolution of the Board of Directors; and

FURTHER RESOLVED, that the following persons are nominated and elected to the offices of the Corporation set forth opposite their respective names, to hold such offices in accordance with the By-laws of the Corporation and the laws of the State of Delaware:

<u>Name</u>	<u>Office</u>
John A. Hatherly	President
Thomas P. Guido	Vice President, Treasurer and Secretary

and;

FURTHER RESOLVED, that, until otherwise determined by resolution of the Board of Directors, the fiscal year of the Corporation shall be the period of twelve calendar months ending on the last day of June in each year; and

FURTHER RESOLVED, that, for the purpose of authorizing the Corporation to do business under the laws of any state, territory or possession of the United States or any foreign country in which it is necessary or convenient for the Corporation to transact business, the officers of the Corporation are each authorized, in the name of and on behalf of the Corporation, to take such actions as may be necessary or advisable to effect the qualification of the Corporation to do business as a foreign corporation in any of such states, territories, possessions or foreign countries and, without limitation to the foregoing, in connection therewith to appoint and substitute all necessary agents or attorneys for service of process, to designate or change the location of all necessary statutory offices and to execute, acknowledge, verify, deliver, file or cause to be published any necessary applications, papers, certificates, reports, consents to service of process, powers of attorney and other instruments as may be required by any such laws, and, whenever it is expedient for the Corporation to cease doing business and withdraw from any such state, territory, possession or foreign country, to revoke any appointment of agent or attorney for service of process and to file such applications, papers, certificates, reports, revocations of appointment or surrenders of authority as may be necessary or advisable to terminate the authority of the Corporation to do business in any such state, territory, possession or foreign country; and

FORMATION OF MEXICAN SUBSIDIARIES

FURTHER RESOLVED, that the actions taken by the officers of the Corporation in connection with the formation of each of NSF Colombia S. de R.L. de C.V., a corporation organized under the laws of the United Mexican States ("NSF Columbia"), and NSF Mexicali, S. de R.L. de C.V., a corporation organized under the laws of the United Mexican States ("NSF Mexicali"), are hereby adopted, ratified, confirmed and approved, in all respects as the acts and deeds of the Corporation, and that each of the officers of the Corporation be, and each of them hereby is, authorized, empowered and directed on behalf of the Corporation and in its name, to deliver all such documents necessary for formation and organization of each of NSF Columbia and NSF Mexicali as subsidiaries of the Corporation, substantially in the form so approved, with such modifications thereof or changes, additions or deletions thereto as such officer shall approve, such approval to be conclusively evidenced by the execution of such documents; and

PURCHASE AGREEMENT

WHEREAS, it is proposed that the Corporation enter into that certain Asset Purchase Agreement, by and among the Corporation, NSF Colombia S. de R.L. de C.V., a corporation organized under the laws of the United Mexican States and a subsidiary of the Corporation, NSF Mexicali, S. de R.L. de C.V., a corporation organized under the laws of the United Mexican States and a subsidiary of the Corporation, United Fixtures Company, a Delaware corporation, National Fixture Installations, Inc., a Delaware corporation, National Store Fixtures de Mexico, S. de R.L. de C.V., a corporation organized under the laws of the United Mexican States, Servicios UFMEX, S.A. de C.V., a corporation organized under the laws

of the United Mexican States, and National Store Fixtures de Mexicali, S. de R.L. de C.V., a corporation organized under the laws of the United Mexican States (the "Purchase Agreement") that contemplates the Corporation acquire substantially all of the assets of United Fixtures (the "Acquisition");

NOW, THEREFORE BE IT RESOLVED, the Purchase Agreement and the Corporation's performance of its obligations under the Purchase Agreement are hereby approved in all respects and further resolved that the President or Vice President of the Corporation be, and each hereby is, authorized and empowered in the name and on behalf of the Corporation to execute and deliver the Purchase Agreement; and

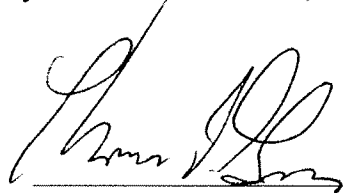
GENERAL

RESOLVED, that the officers of the Corporation be, and each of them hereby is, authorized, empowered and directed, in the name of and on behalf of the Corporation, to take or cause to be taken any and all actions, to make all payments, to make all governmental, administrative and regulatory filings as may be required or advisable under the laws or regulations of any jurisdiction and to negotiate, enter into, execute and deliver all other documents, agreements, certificates or instruments as may be necessary, appropriate, convenient or proper, to effectuate the intent of, and the transactions contemplated by, the foregoing resolutions, such other documents, agreements, certificates or instruments to be in such form and to contain such terms and conditions as the officer executing the same shall in his or her sole discretion determine to be necessary, appropriate, convenient or proper, the execution and delivery thereof by such officer to be conclusive evidence of such approval; and be it further

RESOLVED, that all actions previously taken by any director, officer or agent of the Corporation relating to the foregoing resolutions and the transactions contemplated thereby are hereby adopted, ratified, confirmed and approved in all respects as the acts and deeds of the Corporation.

* * * *

IN WITNESS WHEREOF, the undersigned have executed this Written Consent as of April 17, 2005, it being confirmed that this Written Consent may be delivered to the Corporation by facsimile, followed by the originally executed instrument, with such facsimile to be considered final and effective.

A handwritten signature in black ink, appearing to read "Thomas P. Guido", is written over a horizontal line.

Thomas P. Guido

**BY-LAWS
OF
UNITED FIXTURES ACQUISITION COMPANY, INC.**

A DELAWARE CORPORATION

ARTICLE I

Offices

Section 1.1 Registered Office. The registered office of the Corporation in the State of Delaware shall be located at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware, County of New Castle. The name of the Corporation's registered agent at such address shall be The Corporation Trust Company.

Section 1.2 Other Offices. The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

Stockholders

Section 2.1 Annual Meetings. An annual meeting of stockholders shall be held each year for the election of directors at such date, time and place either within or without the State of Delaware as shall be designated by the Board of Directors. Any other proper business may be transacted at the annual meeting of stockholders.

Section 2.2 Special Meetings. Special meetings of stockholders may be called at any time by the Board of Directors, the Chairman, if any, the Vice Chairman, if any, or the President and shall be called by the Chairman or the Secretary at the request, in writing, stating the purpose or purposes of the meeting, of stockholders who hold a majority of the outstanding shares of each class of capital stock entitled to vote at the meeting. Each special meeting shall be held at such date, time and place either within or without the State of Delaware as shall be designated by the person or persons calling such meeting at least ten days prior to such meeting.

Section 2.3 Notice of Meeting. Unless otherwise provided by law, whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the date, time and place of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, the written notice of any meeting shall be given not less than ten nor more than sixty days before the date of the meeting to each stockholder entitled to vote at the meeting. If mailed, notice is given when deposited in the United States mail, postage prepaid, directed to the stockholder at his address as it appears on the records of the Corporation.

Section 2.4 Adjournments. Any meeting of stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be

given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 2.5 Quorum. Unless otherwise provided by law or the certificate of incorporation, at each meeting of stockholders, the presence in person or representation by proxy of the holders of a majority of the outstanding shares of each class of capital stock entitled to vote at the meeting shall constitute a quorum for the transaction of business. For purposes of the foregoing, two or more classes or series of capital stock shall be considered a single class if the holders thereof are entitled to vote together as a single class at the meeting. In the absence of a quorum, the stockholders so present and represented may, by vote of the holders of a majority of the shares of capital stock of the Corporation so present and represented, adjourn the meeting from time to time until a quorum shall attend, and the provisions of Section 2.4 of these by-laws shall apply to each such adjournment. Shares of its own capital stock belonging on the record date for the meeting to the Corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the Corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

Section 2.6 Organization. Meetings of stockholders shall be presided over by the Chairman, if any, or in his or her absence by the Vice Chairman, if any, or in his or her absence by the President, or, in the absence of the foregoing persons, by a chairman designated by the Board of Directors, or, in the absence of such designation, by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 2.7 Voting; Proxies. Unless otherwise provided by the certificate of incorporation, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of capital stock held by him which has voting power on the subject matter submitted to a vote at the meeting. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for him or her by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing an instrument in writing revoking the proxy or another duly executed proxy bearing a later date with the Secretary before the proxy is voted. Unless otherwise required by law, voting of stockholders for the election of directors need not be by written ballot. Voting of stockholders for all other matters need not be by written ballot unless so determined at a stockholders meeting by the vote of the holders of a majority of the outstanding shares of each class of capital stock present in person or represented by proxy at the meeting and entitled to vote on the subject matter submitted to a vote at the meeting. Unless otherwise provided by law

or the certificate of incorporation, the vote of the holders of a majority of the shares of capital stock of the Corporation present in person or represented by proxy at a meeting at which a quorum is present and entitled to vote on the subject matter submitted to a vote at the meeting shall be the act of the stockholders.

Section 2.8 Fixing Date for Determination of Stockholders of Record. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date which shall not be more than sixty days nor less than ten days before the date of such meeting, more than ten days after the date upon which the resolution fixing the record date with respect to the taking of corporate action by written consent without a meeting is adopted by the Board of Directors or more than sixty days prior to any other action. If no record date is fixed: (a) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; (b) the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is necessary, shall be the day on which the first written consent is expressed; (c) the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting, when prior action by the Board of Directors is required, shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action; and (d) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 2.9 List of Stockholders Entitled to Vote. The Secretary shall make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any stockholder who is present.

Section 2.10 Consent of Stockholders in Lieu of Meeting. Unless otherwise provided by the certificate of incorporation, any action required by law to be taken at any annual or special meeting of stockholders of the Corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be

necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE III

Board of Directors

Section 3.1 Powers; Number; Qualifications. Unless otherwise provided by law or the certificate of incorporation, the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. The Board of Directors shall initially consist of one director. Unless otherwise provided by the certificate of incorporation, the Board of Directors shall consist of such number of directors as the Board of Directors shall from time to time designate. The number of directors shall be fixed or changed from time to time by the affirmative vote of a majority of the then elected directors. Unless otherwise provided by the certificate of incorporation, directors need not be stockholders.

Section 3.2 Election; Term of Office; Resignation; Removal; Vacancies. Each director shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. Any director may resign at any time upon written notice to the Corporation directed to the Board of Directors or the Secretary. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein no acceptance of such resignation shall be necessary to make it effective. Unless otherwise provided in an agreement among the stockholders, any director or the entire Board of Directors may be removed, with or without cause, by the vote of the holders of a majority of shares of capital stock then entitled to vote at an election of directors. Whenever the holders of shares of any class or series of capital stock are entitled to elect one or more directors by the provisions of the certificate of incorporation, the provisions of the preceding sentence shall apply, with respect to the removal without cause of a director or directors so elected, to the vote of the holders of the outstanding shares of that class or series of capital stock and not to the vote of the holders of the outstanding shares of capital stock as a whole. Unless otherwise provided by the certificate of incorporation or by these by-laws, vacancies and newly created directorships resulting from any increase in the authorized number of directors or any other cause may be filled by the vote of a majority of the directors then in office, although less than a quorum, or by the vote of the sole remaining director. Whenever the holders of shares of any class or classes of capital stock or series thereof are entitled to elect one or more directors by the provisions of the certificate of incorporation, vacancies and newly created directorships of such class or classes or series thereof may be filled by the vote of a majority of the directors elected by such class or classes or series thereof then in office, or by the vote of the sole remaining director so elected.

Section 3.3 Regular Meetings. Regular meetings of the Board of Directors shall be held at such dates, times and places either within or without the State of Delaware as the Board of Directors shall from time to time determine.

Section 3.4 Special Meetings. Special meetings of the Board of Directors may be called at any time by the Chairman, if any, the Vice Chairman, if any, the President or by any

member of the Board of Directors. Each special meeting shall be held at such date, time and place, either within or without the State of Delaware, as shall be fixed by the person or persons calling the meeting.

Section 3.5 Notice of Meetings. Written notice of each meeting of the Board of Directors shall be given which shall state the date, time and place of the meeting. The written notice of any meeting shall be given at least twenty-four hours in advance of the meeting to each director. Notice may be given by letter, telegram, telex or facsimile and shall be deemed to have been given when deposited in the United States mail, delivered to the telegraph company or transmitted by telex or facsimile, as the case may be.

Section 3.6 Telephonic Meetings Permitted. Members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors, or of such committee, by means of conference telephone or similar communication equipment by means of which all persons participating in the meeting can hear each other, and participation in the meeting pursuant to this by-law shall constitute presence in person at such meeting.

Section 3.7 Quorum; Vote Required for Action. Unless otherwise required by law, at each meeting of the Board of Directors, the presence of a majority of the total number of directors shall constitute a quorum for the transaction of business. The vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the vote of a greater number is required by law or the certificate of incorporation. In case at any meeting of the Board of Directors a quorum shall not be present, the members of the Board of Directors present may by majority vote adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall attend.

Section 3.8 Organization. Meetings of the Board of Directors shall be presided over by the Chairman, if any, or in his absence by the Vice Chairman, if any, or in his absence by the President, or in their absence by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 3.9 Action in Lieu of a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if the members of the Board of Directors or of such committee thereof, as the case may be, unanimously consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of the Board of Directors or of such committee thereof.

Section 3.10 Compensation of Directors. Unless otherwise provided by the certificate of incorporation, no director shall receive any compensation unless authorized by resolution of the holders of a majority of all shares of capital stock then outstanding.

ARTICLE IV

Committees

Section 4.1 Committees. The Board of Directors may, by resolution passed by a majority of the Board of Directors, designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member of such committee at any meeting thereof. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member.

Section 4.2 Power of Committees. Any committee designated by the Board of Directors, to the extent provided in a resolution of the Board of Directors, shall have and may exercise all the powers and authority 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; but no such committee shall have the power or authority to take any action which by law may only be taken by the Board of Directors or to take any action with reference to: amending the certificate of incorporation (except that a committee may, to the extent authorized in the resolution or resolutions providing for the issuance of shares of stock adopted by the Board of Directors, fix the designation and any of the preferences or rights of such shares relating to dividends, redemption, dissolution, any distribution of assets of the Corporation or the conversion into, or the exchange of such shares for, shares of any other class or classes or any other series of the same or any other class or classes of stock of the Corporation or fix the number of shares of any series of stock or authorize the increase or decrease of the shares of any series), adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets, recommending to the stockholders a dissolution of the Corporation or a revocation of dissolution, removing or indemnifying directors or amending these by-laws; and, unless a resolution of the Board of Directors expressly so provides, no such committee shall have the power or authority to declare a dividend, to authorize the issuance of stock or to adopt a certificate of ownership and merger pursuant to Section 253 of the General Corporation Law of the State of Delaware.

Section 4.3 Committee Rules. Unless the Board of Directors otherwise provides, each committee designated by the Board of Directors may adopt, amend and repeal rules for the conduct of its business. In the absence of a resolution by the Board of Directors or a provision in the rules of such committee to the contrary, the presence of a majority of the total number of members of such committee shall constitute a quorum for the transaction of business, and the vote of a majority of the members present at a meeting at which a quorum is present shall be the act of such committee.

ARTICLE V

Officers

Section 5.1 Officers; Elections. As soon as practicable after the annual meeting of stockholders in each year, the Board of Directors shall elect from its membership or outside thereof a President and a Secretary of the Corporation. The Board of Directors may also elect from its membership a Chairman of the Board of Directors (herein called "Chairman") and a Vice Chairman of the Board of Directors (herein called "Vice Chairman"), and from its membership or outside thereof a Chief Executive Officer, one or more Vice Presidents, one or more Assistant Vice Presidents, one or more Assistant Secretaries, a Treasurer and one or more Assistant Treasurers and such other officers or agents of the Corporation as it may determine. Unless otherwise provided by the certificate of incorporation, any number of offices may be held by the same person.

Section 5.2 Term of Office; Resignation; Removal; Vacancies. Except as otherwise provided by the Board of Directors when electing any officer, each officer shall hold office until the first meeting of the Board of Directors after the annual meeting of stockholders next succeeding his election, or until his successor is elected and qualified or until his earlier resignation or removal. Any officer may resign at any time upon written notice to the Corporation directed to the Board of Directors and the Secretary. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein no acceptance of such resignation shall be necessary to make it effective. The Board of Directors may remove any officer or agent with or without cause at any time. Any such removal shall be without prejudice to the contractual rights of such officer or agent, if any, with the Corporation, but the election of an officer or agent shall not of itself create any contractual rights. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise may be filled for the unexpired portion of the term by the Board of Directors.

Section 5.3 Powers and Duties. The officers of the Corporation shall have such powers and duties in the management of the Corporation as shall be stated in these by-laws or in a resolution of the Board of Directors which is not inconsistent with these by-laws and, to the extent not so stated, as generally pertain to their respective offices, subject to the control of the Board of Directors.

Section 5.4 Chairman of the Board. The Chairman of the Board shall supervise and direct the Chief Executive Officer and the President, subject to the control of the Board of Directors. He shall preside at all meetings of the stockholders and of the Board of Directors. He may sign, with the Secretary or any other proper officer of the Corporation authorized by the Board of Directors, certificates for shares of the Corporation, and deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these by-laws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of Chairman of the Board and such other duties as may be prescribed by the Board of Directors from time to time.

Section 5.5 Chief Executive Officer. The Chief Executive Officer shall be the principal executive officer of the Corporation and, subject to the control of the Board of Directors, shall in general supervise the business and affairs of the Corporation. He shall, in the absence of the Chairman of the Board, preside at all meetings of the stockholders and of the Board of Directors. He may sign, with the Secretary or any other proper officer of the Corporation authorized by the Board of Directors, certificates for shares of the Corporation and deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these by-laws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of Chief Executive Officer and such other duties as may be prescribed by the Board of Directors from time to time.

Section 5.6 President. The President shall be the principal operating officer of the Corporation and, subject to the control of the Board of Directors, shall in general supervise the business operations of the Corporation. He shall, in the absence of the Chairman of the Board and the Chief Executive Officer, preside at all meetings of the stockholders and of the Board of Directors. He may sign, with the Secretary or any other proper officer of the Corporation authorized by the Board of Directors, certificates for shares of the Corporation and deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these by-laws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 5.7 Vice President. In the absence of the Chief Executive Officer and the President or in the event of the failure or refusal to act of the Chief Executive Officer and the President, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of the Chief Executive Officer and the President, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the Chief Executive Officer and the President. The Vice President or Vice Presidents, in general, shall perform such other duties as are incident to the office of Vice President, including those duties customarily performed by persons occupying such office, and shall perform such other duties as, from time to time, may be assigned to him or her or them by the Board of Directors, the Chief Executive Officer or the President. The Board of Directors may designate one or more Vice Presidents as Executive Vice Presidents or Senior Vice Presidents.

Section 5.8 Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the stockholders and of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; (c) be custodian of the corporate records and of any seal of the Corporation and if there is a seal of the Corporation, see that it is affixed to all documents the execution of which on behalf of the Corporation under its seal is duly authorized; (d) when requested or required, authenticate any records of the Corporation; (e) keep a register of the post office address of each stockholder which shall be furnished to the secretary by such stockholder; (f) sign with the Chief

Executive Officer, the President, a Vice-President or the Chairman of the Board, certificates for shares of the Corporation, the issuance of which shall have been authorized by resolution of the Board of Directors; (g) have general charge of the stock transfer books of the Corporation; and (h) in general perform all duties incident to the office of secretary and such other duties as, from time to time, may be assigned to him or her by the Board of Directors, the Chief Executive Officer or the President.

Section 5.9 Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Corporation; (b) receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected by the Board of Directors; (c) in general, perform all of the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors; and (d) sign with the Chief Executive Officer, the President, a Vice-President or the Chairman of the Board certificates for shares of the Corporation, the issuance of which shall have been authorized by resolution of the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine.

Section 5.10 Other Officers; Security. The other officers, if any, of the Corporation shall have such duties and powers as generally pertain to their respective offices and such other duties and powers as the Board of Directors shall from time to time delegate to each such officer. The Board of Directors may require any officer, agent or employee to give security, by bond or otherwise, for the faithful performance of his duties.

Section 5.11 Compensation of Officers. The compensation of each officer shall be fixed by the Board of Directors, and no officer shall be prevented from receiving such compensation by virtue of his also being a director.

ARTICLE VI

Stock

Section 6.1 Certificates. Every holder of one or more shares of capital stock of the Corporation shall be entitled to have a certificate signed by or in the name of the Corporation by the Chairman or Vice Chairman, if any, or the President or a Vice President, and by the Treasurer or an Assistant Treasurer, if any, or the Secretary or an Assistant Secretary, certifying the number of shares owned by him in the Corporation. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 6.2 Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates. The Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the

owner of the lost, stolen or destroyed certificate, or his legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

ARTICLE VII

Miscellaneous

Section 7.1 Fiscal Year. The fiscal year of the Corporation shall be determined by the Board of Directors.

Section 7.2 Seal. The Corporation may have, but it is not required to have, a corporate seal which shall have the name of the Corporation inscribed thereon and shall be in such form as may be approved from time to time by the Board of Directors.

Section 7.3 Waiver of Notice of Meetings of Stockholders, Directors and Committees. Whenever notice is required to be given by law, the certificate of incorporation or these by-laws, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Unless otherwise provided by the certificate of incorporation, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders, directors or members of a committee of directors need be specified in any written waiver of notice.

Section 7.4 Interested Directors; Officers; Quorum. No contract or transaction between the Corporation and one or more of its directors or officers, between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, or between the Corporation and any relative of any of its directors or officers, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, if: (a) the material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors may be less than a quorum; (b) the material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (c) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

Section 7.5 Books and Records. The books and records of the Corporation may be kept within or without the State of Delaware at such place or places as may be designated from time to time by the Board of Directors. Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account and minute books, may be kept on, or be in the form of, punch cards, magnetic tape, electronic files, photographs, microphotographs or any other information storage device provided that the records so kept can be converted into clearly legible form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.

Section 7.6 Amendment of By-Laws. These by-laws may be amended or repealed, and new by-laws adopted, by the Board of Directors, but the stockholders entitled to vote may adopt additional by-laws and may amend or repeal any by-laws whether or not adopted by them.

**WRITTEN CONSENT OF
THE SOLE DIRECTOR
OF**

UNITED FIXTURES ACQUISITION COMPANY, INC.

The undersigned, being the sole member of the Board of Directors of United Fixtures Acquisition Company, Inc., a Delaware corporation (the "Corporation"), hereby consents to the following actions and adopts the following resolutions by written consent without a meeting pursuant to the By-laws of the Corporation and the Delaware General Corporation Law:

WHEREAS, the Corporation entered into that certain Asset Purchase Agreement, dated as of April 18, 2005 by and among the Corporation, NSF Colombia S. de R.L. de C.V., a corporation organized under the laws of the United Mexican States and a subsidiary of the Corporation, NSF Mexicali, S. de R.L. de C.V., a corporation organized under the laws of the United Mexican States and a subsidiary of the Corporation, United Fixtures Company, a Delaware corporation ("United Fixtures"), National Fixture Installations, Inc., a Delaware corporation, National Store Fixtures de Mexico, S. de R.L. de C.V., a corporation organized under the laws of the United Mexican States, Servicios UFMEX, S.A. de C.V., a corporation organized under the laws of the United Mexican States, and National Store Fixtures de Mexicali, S. de R.L. de C.V., a corporation organized under the laws of the United Mexican States (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") to acquire substantially all of the assets of United Fixtures (the "Acquisition");

WHEREAS, the Board has been presented with and has reviewed a draft of an Amended and Restated Certificate of Incorporation of the Corporation, in the form attached hereto as Exhibit A, to provide for the authorization of Series A convertible preferred stock, par value of \$.01 per share ("Preferred Stock"), and certain other amendments, on the terms and conditions set forth therein (the "Charter Amendments");

WHEREAS, in connection with the capitalization of the Corporation:

(i) Wynnchurch Capital Partners, L.P. ("Wynnchurch") has agreed to contribute \$1 to the Corporation in exchange for 1 share of common stock, par value of \$.01 per share ("Common Stock"), of the Corporation;

(ii) Wynnchurch Capital Partners Canada, L.P. ("Wynnchurch Canada") has agreed to contribute \$1 to the Corporation in exchange for 1 share of Common Stock of the Corporation;

(iii) Wynnchurch has agreed to contribute \$3,419,545 to the Corporation in exchange for 3,419.545 shares of Preferred Stock of the Corporation;

(iv) Wynnchurch Canada has agreed to contribute \$3,530,455 to the Corporation in exchange for 3,530.455 shares of Preferred Stock of the Corporation;

(v) CFGI Co-Investors, L.P. ("CFGI") has agreed to contribute \$100,000 to the Corporation in exchange for 100 shares of Preferred Stock of the Corporation pursuant to that certain Subscription and Investment Representation Agreement by and between CFGI and the Corporation;

(vi) CSG Fund Investment Program III, L.P. ("CSG Fund") has agreed to contribute \$475,000 to the Corporation in exchange for 475 shares of Preferred Stock of the Corporation pursuant to that certain Subscription and Investment Representation Agreement by and between CSG Fund and the Corporation;

(vii) MERS Investment Partnership, L.P. ("MERS") has agreed to contribute \$1,425,000 to the Corporation in exchange for 1,425 shares of Preferred Stock of the Corporation pursuant to that certain Subscription and Investment Representation Agreement by and between MERS and the Corporation;

(viii) JVA Investment Alpha, LLC ("JVA") has agreed to contribute \$500,000 to the Corporation in exchange for shares of Preferred Stock of the Corporation pursuant to that certain Subscription and Investment Representation Agreement; and

(ix) Daniel P. Wilson has agreed to contribute \$50,000 to the Corporation in exchange for shares of Preferred Stock of the Corporation pursuant to that certain Subscription and Investment Representation Agreement;

WHEREAS, the Board deems it to be in the best interest of the Corporation to enter into that certain Stockholders' Agreement by and among the Corporation, Wynnchurch, Wynnchurch Canada, CFGI, CSG Fund, MERS and JVA to set forth certain provisions that will determine various matters relating to the capital stock of the Corporation held by the signatories thereto;

WHEREAS, the Board deems it to be in the best interest of the Corporation to enter into that certain Management Agreement with Wynnchurch Capital, Ltd. ("WCL") wherein WCL will provide the Corporation with the management consulting services as set forth therein;

WHEREAS, the Board deems it to be in the best interest of the Corporation to appoint each of John Hatherly, Richard Renaud and John Veleris as a director of the Corporation;

WHEREAS, the Board deems it to be in the best interest of the Corporation to accept the resignation of John Hatherly as President of the Corporation and to appoint John Hatherly as the Executive Vice President of the Corporation;

WHEREAS, the Board deems it to be in the best interest of the Corporation to appoint Daniel Wilson as the Chief Executive Officer and President of the Corporation and as a director of the Corporation;

WHEREAS, in connection with the financing of the Acquisition, the Corporation proposes to enter into a transaction with National City Business Credit, Inc., an Ohio corporation ("NCBC"), various other financial institutions party thereto (NCBC and such other financial

institutions are collectively, the "Lenders") and NCBC as agent for the Lenders and National City Bank, as letter of credit issuer (the "Issuer") (NCBC, in such capacity, the "Agent"), pursuant to which the Lenders and the Issuer will make separate advances in the aggregate amount of up to \$36,000,000 (the "Loan Facility");

WHEREAS, in connection with the financing of the Acquisition, the Corporation proposes to enter into a transaction with NL Ventures, L.P., a Texas limited partnership ("NLV"), pursuant to which NLV will purchase the facility located at 2070 South Third Street, Niles, Michigan (the "Facility") from the Corporation and will enter into a long term "absolute net" lease (the "Lease") of the Facility with the Corporation (the "Sale Leaseback Transaction");

WHEREAS, the Corporation, as a holder of *partes sociales* of NSF Colombia, S. de R.L. de C.V. ("NSF Colombia"), has been asked to provide a guaranty (the "CIT Guaranty") of the obligations of NSF Colombia under that certain Credit Facility Contract (*Contrato de Apertura de Crédito*) (the "CIT Agreement") with Arrendadora Capita Corporation S.A. de C.V., a subsidiary of CIT Group, Inc. ("CIT");

WHEREAS, the Corporation, as a holder of *partes sociales* of NSF Mexicali, S. de R.L. de C.V. ("NSF Mexicali"), has been asked to provide a continuous guaranty (the "TEDE Guaranty") of the obligations of NSF Mexicali under that certain Lease Agreement (the "TEDE Lease") with TEDE S.A. de C.V. ("TEDE");

CHARTER AMENDMENT

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors of the Corporation hereby determines that the Charter Amendments are advisable and that such Charter Amendments are hereby authorized and approved; and be it further

CAPITALIZATION

RESOLVED, that the Board of Directors of the Corporation hereby determines that it is in the best interests of the Corporation to issue and sell (i) 1 newly issued share of Common Stock to Wynnchurch in consideration for \$1; and (ii) 1 newly issued share of Common Stock to Wynnchurch Canada in consideration for \$1; and be it further

RESOLVED, that (i) 1 share of the Corporation's Common Stock shall be issued to Wynnchurch upon receipt of \$1; and (ii) 1 share of the Corporation's Common Stock shall be issued to Wynnchurch Canada upon receipt of \$1, and all of such shares shall be duly and validly issued, fully-paid and nonassessable; and be it further

RESOLVED, that the Board of Directors of the Corporation hereby determines that it is in the best interests of the Corporation to issue and sell (i) 3,419.545 newly issued shares of Preferred Stock to Wynnchurch in consideration for \$3,419,545; (ii) 3,530.455 newly issued shares of Preferred Stock to Wynnchurch Canada in consideration for \$3,530,455; (iii) 100 newly issued shares of Preferred Stock to CFG in consideration for \$100,000; (iv) 475 newly issued shares of Preferred Stock to CSG Fund in consideration for \$475,000; (v) 1,425

newly issued shares of Preferred Stock to MERS in consideration for \$1,425,000; (vi) 500 newly issued shares of Preferred Stock to JVA in consideration for \$500,000; and (vii) 50 newly issued shares of Preferred Stock to Wilson in consideration for \$50,000; and be it further

RESOLVED, that (i) 3,419.545 shares of the Corporation's Preferred Stock shall be issued to Wynnchurch upon receipt of \$3,419,545; (ii) 3,530.455 shares of the Corporation's Preferred Stock shall be issued to Wynnchurch Canada upon receipt of \$3,530,455; (iii) 100 shares of the Corporation's Preferred Stock shall be issued to CFGI upon receipt of \$100,000; (iv) 475 shares of the Corporation's Preferred Stock shall be issued to CSG Fund upon receipt of \$475,000; (v) 1,425 shares of the Corporation's Preferred Stock shall be issued to MERS upon receipt of \$1,425,000; (vi) 500 shares of the Corporation's Preferred Stock shall be issued to JVA upon receipt of \$500,000; and (vii) 50 shares of the Corporation's Preferred Stock shall be issued to Wilson upon receipt of \$50,000, and all of such shares shall be duly and validly issued, fully-paid and nonassessable; and be it further

ELECTION OF DIRECTORS

RESOLVED, that each of John Hatherly, Richard Renaud, Daniel Wilson and John Veleris is nominated and elected as a director of the Corporation, to hold such office in accordance with the By-laws of the Corporation and the laws of the State of Delaware; and be it further

ELECTION OF OFFICERS

RESOLVED, that the resignation of John Hatherly as President is hereby accepted and he is nominated and elected to the office of Executive Vice President, to hold such office in accordance with the By-laws of the Corporation and the laws of the State of Delaware; and be it further

RESOLVED, that Daniel Wilson is nominated and elected to the offices of Chief Executive Officer and President of the Corporation, to hold such offices in accordance with the By-laws of the Corporation and the laws of the State of Delaware; and be it further

STOCKHOLDERS' AGREEMENT

RESOLVED, that the Stockholders' Agreement and the Corporation's performance of its obligations under the Stockholders' Agreement are hereby approved in all respects; and be it further

RESOLVED, that the Authorized Officers (as defined below) be, and each hereby is authorized for and on behalf of the Corporation, to execute and deliver the Stockholders' Agreement, and to approve and enter into, in the name and for and on behalf of the Corporation, such modifications, amendments and supplements to the Stockholders' Agreement as any such officer may deem appropriate; and be it further

MANAGEMENT AGREEMENT

RESOLVED, that the Management Agreement and the Corporation's performance of its obligations under the Management Agreement are hereby approved in all respects; and be it further

RESOLVED, that the Authorized Officers (as defined below) be, and each hereby is authorized for and on behalf of the Corporation, to execute and deliver the Management Agreement, and to approve and enter into, in the name and for and on behalf of the Corporation, such modifications, amendments and supplements to the Management Agreement as any such officer may deem appropriate; and be it further

FINANCING

RESOLVED, that the Board of Directors of the Corporation hereby determines that it is in the best interests of the Corporation to enter into the Loan Facility; and be it further

RESOLVED, that any one of the following officers of the Corporation, the Chief Executive Officer, the President, the Executive Vice President, the Vice President, the Treasurer and the Secretary (collectively, the "Authorized Officers") are authorized for and on behalf of the Corporation:

(1) To borrow money and obtain credit from the Lenders and the Issuer upon such terms, rates of interest and conditions as such person or persons may, from time to time deem advisable, and to execute and deliver in the name of the Corporation, a Credit and Security Agreement, together with all exhibits thereto, Revolving Credit Notes, Term Notes and Equipment Notes, Pledge Agreements with respect to all of the issued and outstanding equity interests of each of NSF Colombia and NSF Mexicali, a Collateral Assignment with respect to the Corporation's rights under the Purchase Agreement, a Subordination Agreement with respect to the management fees payable to WCL, a Patent, Trademark and Copyright Security Agreement and related documents, a Lockbox Agreement, UCC financing statements, and such other notes, drafts, applications for letters of credit, undertakings, instruments, documents, agreements and modifications and amendments thereto in respect of such credit;

(2) To pledge, transfer, assign or create a security interest in favor of the Agent (for the benefit of the Lenders and the Issuer) in any and all of the assets of the Corporation, whether real or personal property, including, without limitation, real estate, notes, bonds, stocks, drafts, intellectual property, warehouse receipts and other documents, accounts, instruments and assets which such person or persons deem(s) advisable in connection with the foregoing;

(3) To discount with the Lenders any of the notes, drafts or acceptances held by the Corporation, upon such terms and conditions as such person or persons deems advisable;

(4) To receive and receipt for, sign orders, and issue instructions (written or oral) for the handling and delivery of the proceeds of any extension of credit;

(5) To appoint individuals to sign and deliver necessary collateral reports (including, without limitation, borrowing base certificates), engage in wire transfer transactions and otherwise deal with the Agent in connection with the day to day administration of any advances made or to be made by the Lenders or the Issuer to the Corporation; and

(6) To do any and all acts and things as they or any of them may now, or in the future, deem necessary or proper in order to fully carry out the transactions authorized by these resolutions; and be it further

RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized for and on behalf of the Corporation, in its capacity as a holder of *partes sociales* of each of NSF Colombia and NSF Mexicali to guaranty and/or provide collateral in respect of the obligations of the Corporation to the Agent, the Lenders and the Issuer and to execute such guaranties, pledge agreement, of any nature, documents, agreements, modifications and amendments thereto, and any filings with any authorities or third parties in Mexico in connection therewith, having authority for acts of administration, acts of domain and lawsuits and collections as required under Mexican law, and to delegate such authority in any person deemed appropriate, for purposes of the execution of any necessary documents; and be it further

RESOLVED, that these resolutions be notarized, apostilled and translated as may be required in connection with their implementation; and be it further

RESOLVED, that the Agent is designated a depository in which the funds of the Corporation may be deposited, and that the officers, employees or agents, and each one of them, of this Corporation are hereby authorized to open and maintain an account or accounts with the Agent, to execute and deliver, and to amend or rescind, signature cards and other documents required by the Agent in connection with the opening and maintaining of any such accounts and to endorse, in the name of the Corporation, for the purpose of deposit and collection in and with the Agent, checks, drafts, notes and other like obligations and that endorsements for deposit and collection may be written or stamped without designation of the party making the endorsement. It is understood and agreed that on all such items deposited, all prior endorsements are guaranteed by the Corporation whether or not an express guaranty is incorporated in the Corporation's endorsement; and be it further

RESOLVED, that the Authorized Officers and any other officer, employee or agent appointed by any of Authorized Officers of the Corporation are authorized for and on behalf of the Corporation:

(1) To sign any and all checks, drafts, orders or other instruments for payment of money, including orders or directions in informal or letter form, against any funds or accounts at any time standing to the credit of the Corporation with the Agent, the Lenders and the Issuer, and that the Agent is authorized to honor any and

all checks, drafts and orders so signed or which include the facsimile signature of any such individual, howsoever such facsimile signature is affixed, including those drawn to the individual order of any such person or persons signing the same, without further inquiry or regard to the authority of said person or persons or the use of the checks, drafts, orders or other instruments for payment of money, or the proceeds thereof;

(2) To endorse for negotiation, negotiate, and receive the proceeds of any negotiable instruments or orders for the payment of money payable to or belonging to the Corporation;

(3) To identify, approve and/or guarantee the endorsement of any payee or endorser of any checks, drafts, or orders for the payment of money drawn by the Corporation on the Agent aforesaid or any other bank; and

(4) To waive presentment, demand, protest and/or notice of dishonor or protest and to give instructions in regard to handling or delivery of any negotiable or nonnegotiable papers or documents involved in any transaction authorized by these resolutions; and be it further

SALE-LEASEBACK

RESOLVED, that the Board of Directors of the Corporation hereby determines that it is in the best interests of the Corporation to enter into the that certain Sale and Purchase Agreement (the "Sale Agreement") by and between the Corporation and NLV to effectuate the Sale-Leaseback; and be it further

RESOLVED, that each of the Sale Agreement and Lease and the Corporation's performance of its obligations under the Sale Agreement and the Lease are hereby approved in all respects; and be it further

RESOLVED, that the Authorized Officers be, and each hereby is authorized for and on behalf of Corporation, to execute and deliver the Sale Agreement and the Lease, and to approve and enter into, in the name and for and on behalf of the Corporation, such modifications, amendments and supplements to the Sale Agreement and the Lease as any such officer may deem appropriate; and be it further

GUARANTIES

RESOLVED, that the Board of Directors of the Corporation hereby determines that it is in the best interests of the Corporation to guaranty the obligations of NSF Mexicali under that certain TEDE Lease pursuant to that certain TEDE Guaranty made by the Corporation for the benefit of TEDE; and be it further

RESOLVED, that each of the TEDE Guaranty and the Corporation's performance of its obligations under the Guaranty are hereby approved in all respects; and be it further

RESOLVED, that the Authorized Officers be, and each hereby is authorized for and on behalf of Corporation, to execute and deliver the TEDE Guaranty, and to approve and enter into, in the name and for and on behalf of the Corporation, such modifications, amendments and supplements to the TEDE Guaranty as any such officer may deem appropriate; and be it further

RESOLVED, that the Board of Directors of the Corporation hereby determines that it is in the best interests of the Corporation to enter into that certain Early Termination Lease Agreement by and among TEDE, NSF Mexicali, the Corporation and the other parties thereto (the "Termination Agreement"); and be it further

RESOLVED, that each of the Termination Agreement and the Corporation's performance of its obligations under the Termination Agreement are hereby approved in all respects; and be it further

RESOLVED, that the Authorized Officers be, and each hereby is authorized for and on behalf of Corporation, to execute and deliver the Termination Agreement, and to approve and enter into, in the name and for and on behalf of the Corporation, such modifications, amendments and supplements to the Termination as any such officer may deem appropriate; and be it further

RESOLVED, that the Board of Directors of the Corporation hereby determines that it is in the best interests of the Corporation to guaranty the obligations of NSF Colombia under that certain CIT Agreement pursuant to that certain CIT Guaranty made by the Corporation for the benefit of Arrendadora Capita Corporation S.A. de C.V. and CIT; and be it further

RESOLVED, that each of the CIT Guaranty and the Corporation's performance of its obligations under the Guaranty are hereby approved in all respects; and be it further

RESOLVED, that the Authorized Officers be, and each hereby is authorized for and on behalf of Corporation, to execute and deliver the CIT Guaranty, and to approve and enter into, in the name and for and on behalf of the Corporation, such modifications, amendments and supplements to the CIT Guaranty as any such officer may deem appropriate; and be it further

GENERAL

RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed, in the name of and on behalf of the Corporation, to take or cause to be taken any and all actions, to make all payments, to make all governmental, administrative and regulatory filings as may be required or advisable under the laws or regulations of any jurisdiction and to negotiate, enter into, execute and deliver all other documents, agreements, certificates or instruments as may be necessary, appropriate, convenient or proper, to effectuate the intent of, and the transactions contemplated by, the foregoing resolutions, such other documents, agreements, certificates or instruments to be in such form and

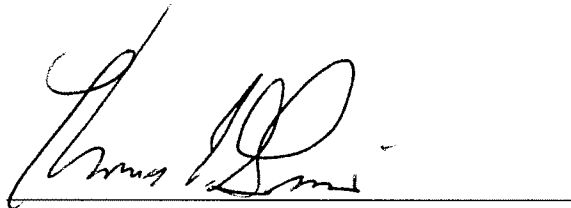
to contain such terms and conditions as the officer executing the same shall in his or her sole discretion determine to be necessary, appropriate, convenient or proper, the execution and delivery thereof by such officer to be conclusive evidence of such approval; and be it further

RESOLVED, that all actions previously taken by any director, officer or agent of the Corporation relating to the foregoing resolutions and the transactions contemplated thereby are hereby adopted, ratified, confirmed and approved in all respects as the acts and deeds of the Corporation.

[signature page follows]

This Written Consent may be executed in as many counterparts as may be required, any of which may be a facsimile and all of which shall collectively constitute one and the same consent.

June 2, 2005

A handwritten signature in black ink, appearing to read "Thomas P. Guido", is written over a horizontal line.

Thomas P. Guido

EXHIBIT A

[FORM OF CHARTER AMENDMENT]

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
UNITED FIXTURES ACQUISITION COMPANY, INC.

United Fixtures Acquisition Company, Inc. (originally organized under the name ICG Lester, Inc.) (the "Corporation"), a corporation being organized under and by virtue of the General Corporation Law of the State of Delaware (the "GCL"), does hereby certify:

I. The Corporation's name is United Fixtures Acquisition Company, Inc. The Corporation's certificate of incorporation was filed with the Delaware Secretary of State on November 8, 2004, as amended on February 3, 2005.

II. Resolutions of the Sole Director of the Corporation were duly adopted setting forth the Amended and Restated Certificate of Incorporation of the Corporation. The Corporation has not yet received any payment for any of its stock.

III. The Amended and Restated Certificate of Incorporation was duly adopted in accordance with the provisions of Section 241 of the GCL.

IV. The Amended and Restated Certificate of Incorporation amends the Corporation's Certificate of Incorporation to, among other things, provide for authorized shares of the Corporation's Series A convertible preferred stock, provide for the convertibility of Series A preferred stock into the Corporation's common stock and restates and integrates into a single instrument all of the provisions thereof as so amended. The terms of the Amended and Restated Certificate of Incorporation of the Corporation are as follows:

FIRST: The name of the Corporation is United Fixtures Acquisition Company, Inc. (hereinafter the "Corporation").

SECOND: The address of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at that address is The Corporation Trust Company.

THIRD: The nature of this business of or purpose to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "GCL").

FOURTH: The total number of shares of capital stock which the Corporation shall have authority to issue is 250,000 shares, consisting of (i) 150,000 shares of common stock, par value \$.01 per share (the "Common Stock"), and (ii) 100,000 shares of Series A convertible preferred stock, par value \$.01 per share (the "Series A Preferred Stock").

A. COMMON STOCK

Section 1. General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights of the holders of the Series A Preferred Stock as may be designated by the Board of Directors from time to time.

Section 2. Voting. Except as otherwise required by law or as expressly provided in this Amended and Restated Certificate of Incorporation (the "Charter"), on all matters submitted to vote of the stockholders of the Corporation, the Common Stock shall vote together. Each holder of Common Stock shall have one vote per share of Common Stock held by such holder on the date as of which the holders of Common Stock of record entitled to vote were determined.

Section 3. Dividends. Dividends may be declared and paid on the Common Stock from funds lawfully available therefor as and when determined by the Board of Directors and subject to any preferential dividend rights of any then outstanding Series A Preferred Stock.

Section 4. Liquidation. Upon the dissolution or liquidation of the Corporation, whether voluntary or involuntarily, after the payment of any preferential rights of any then outstanding Series A Preferred Stock, holders of Common Stock and holders of Series A Preferred Stock shall be entitled to receive all remaining assets of the Corporation available for distribution to its stockholders in accordance with Paragraph B, Section 2 below.

B. PREFERRED STOCK. The preferences, limitations, designations and rights of the Series A Preferred Stock are as follows:

Section 1. Dividends. When and as declared by the Corporation's Board of Directors, the Corporation shall pay preferential dividends to the holders of the Series A Preferred Stock as provided in this Section 1. Except as otherwise provided herein, dividends on each share of Series A Preferred Stock (a "Preferred Share") shall accrue on a daily basis at the rate of 15% per annum (the "Base Rate") of the sum of (i) the Liquidation Value (as hereafter defined) thereof plus (ii) all accumulated and unpaid dividends thereon. Such dividends shall compound annually and shall be cumulative and accrue whether or not they have been declared and whether or not there are profits, surplus or other funds of the Corporation legally available for the payment of dividends. The date on which the Corporation initially issues any Preferred Share shall be deemed to be its "date of issuance" regardless of the number of times transfer of such Preferred Share is made on the stock records maintained by or for the Corporation and regardless of the number of certificates which may be issued to evidence such Preferred Share. No dividends shall be paid on any Junior Securities (as hereafter defined) unless the accrued and unpaid dividends have been paid with respect to all outstanding Preferred Shares. No dividends shall be paid on any Junior Securities unless an equal dividend is contemporaneously or previously paid with respect to all outstanding Preferred Shares.

Section 2. Liquidation. Upon any Liquidation (as hereafter defined), each holder of the Series A Preferred Stock shall be entitled to be paid, before any distribution or payment is made upon any Junior Securities, an amount in cash equal to the aggregate Liquidation Value (plus all accrued and unpaid dividends) of all Preferred Shares held by such holder. If upon any such Liquidation, the Corporation's assets to be distributed among the holders of the Series A Preferred Stock are insufficient to permit payment to such holders of the aggregate amount which they are entitled to be paid, then the entire assets to be distributed shall be distributed ratably among such holders of the Preferred Shares based upon the aggregate Liquidation Value (plus all accrued and unpaid dividends) of the Preferred Shares held by each such holder. The Corporation shall mail written notice of such Liquidation, not less than sixty (60) days prior to the payment date stated therein, to each record holder of the Series A Preferred

Stock. After the distributions required pursuant to the foregoing provisions, each outstanding Preferred Share and share of Common Stock shall receive pro rata the remaining assets of the Corporation.

Section 3. Priority of the Series A Preferred Stock. So long as any Series A Preferred Stock remains outstanding, neither the Corporation nor any Subsidiary shall redeem, purchase or otherwise acquire directly or indirectly any Junior Securities, nor shall the Corporation directly or indirectly pay or declare any dividend or make any distribution upon any Junior Securities, if at the time of or immediately after any such redemption, purchase, acquisition, dividend or distribution the Corporation has failed to pay the full amount of dividends accrued on the Series A Preferred Stock or the Corporation has failed to make any redemption of the Series A Preferred Stock required hereunder.

Section 4. Redemptions. Subject to the terms, conditions and limitations of any agreement to which the Corporation is bound:

(a) Optional Redemption. The Corporation may at any time redeem all or any portion of the Series A Preferred Stock then outstanding. For any such redemption, the Corporation shall pay a price per Preferred Share equal to the Liquidation Value of such Preferred Share (plus all accrued and unpaid dividends thereon).

(b) Change of Control. If a Change in Control (as hereafter defined) has occurred or the Corporation obtains knowledge that a Change in Control is reasonably likely to occur, the Corporation shall give prompt written notice of such Change in Control describing in reasonable detail the definitive terms and date of consummation thereof to each holder of the Series A Preferred Stock, but in any event such notice shall not be given later than five (5) days after the occurrence of such Change in Control. The holder or holders of a majority of the Preferred Shares then outstanding may require the Corporation to redeem all or any portion of the Series A Preferred Stock at a price per Preferred Share equal to the Liquidation Value thereof (plus all accrued and unpaid dividends thereon) by giving written notice to the Corporation of such election prior to the later of (a) twenty-one (21) days after receipt of the Corporation's notice and (b) five (5) days prior to the consummation of the Change of Control (the "Expiration Date"). If in any case a proposed Change of Control does not occur, all requests for redemption in connection therewith shall be automatically rescinded.

(c) Redemption Payment. For each Preferred Share which is to be redeemed, the Corporation shall be obligated on the Redemption Date to pay to the holder thereof (upon surrender by such holder at the Corporation's principal office of the certificate representing such Preferred Share) an amount in immediately available funds equal to the Liquidation Value of such Preferred Share (plus all accrued and unpaid dividends thereon). If the funds of the Corporation legally available for redemption of Preferred Shares on any Redemption Date are insufficient to redeem the total number of Preferred Shares to be redeemed on such date, those funds which are legally available shall be used to redeem the maximum possible number of Preferred Shares ratably among the holders of the Preferred Shares to be redeemed based upon the aggregate Liquidation Value of such Preferred Shares (plus all accrued and unpaid dividends thereon) held by each such holder. At any time thereafter when additional funds of the Corporation are legally available for the redemption of Preferred Shares, such funds shall

immediately be used to redeem the balance of the Preferred Shares which the Corporation has become obligated to redeem on any Redemption Date but which it has not redeemed.

(d) Notice of Redemption. The Corporation shall mail written notice of each redemption of Series A Preferred Stock (other than a redemption at the request of a holder or holders of Series A Preferred Stock) to each record holder not more than sixty (60) nor less than thirty (30) days prior to the date on which such redemption is to be made. Upon mailing any notice of redemption which relates to a redemption at the Corporation's option, the Corporation shall become obligated to redeem the total number of Preferred Shares specified in such notice at the time of redemption specified therein. In case fewer than the total number of Preferred Shares represented by any certificate are redeemed, a new certificate representing the number of unredeemed Preferred Shares shall be issued to the holder thereof without cost to such holder within three (3) business days after surrender of the certificate representing the redeemed Preferred Shares.

(e) Determination of the Number of Each Holder's Preferred Shares to Be Redeemed. Except as otherwise provided herein, the number of Preferred Shares to be redeemed from each holder thereof in redemptions hereunder shall be the number of Preferred Shares determined by multiplying the total number of Preferred Shares to be redeemed times a fraction, the numerator of which shall be the total number of Preferred Shares then held by such holder and the denominator of which shall be the total number of Preferred Shares then outstanding.

(f) Dividends After Redemption Date. No Preferred Share is entitled to any dividends accruing after the date on which the Liquidation Value of such Preferred Share (plus all accrued and unpaid dividends thereon) is paid to the holder thereof. On such date all rights of the holder of such Preferred Share shall cease, and such Preferred Share shall not be deemed to be outstanding.

(g) Redeemed or Otherwise Acquired Preferred Shares. Any Preferred Shares which are redeemed or otherwise acquired by the Corporation shall be canceled and shall not be reissued, sold or transferred.

Section 5. Voting Rights. Except as otherwise required by law or expressly provided in this Charter, each share of Series A Preferred Stock shall entitle the holder thereof to vote on each matter submitted to a vote of the stockholders of the Corporation at the record date for the determination of stockholders entitled to vote on such matter or, if no such record date is established, at the date such vote is taken or any written consent of stockholders becomes effective. Each holder of Series A Preferred Stock shall be entitled to cast the number of votes per share thereof as equals the number of votes which could be cast by the holders of the number of shares of Common Stock into which such share of Series A Preferred Stock could be converted pursuant to Section 6 below immediately prior to the taking of such vote. Except as otherwise required by law or expressly provided in this Charter, the holders of shares of Common Stock and Series A Preferred Stock shall vote together and not as separate classes or series.

Section 6. Conversion.

(a) Conversion Price and Deliveries. At any time and from time to time, any holder of Series A Preferred Stock may convert all or any portion of its shares of Series A Preferred Stock (including any fraction of a share) held by such holder into a number of shares of Common Stock equal to (i) (A) the number of shares of Series A Preferred Stock to be converted multiplied by (B) the Liquidation Value of such shares (plus all accrued and unpaid dividends thereon) divided by (ii) the applicable Conversion Price (as hereafter defined) then in effect for the shares to be converted. For purposes hereof, "Conversion Price" shall mean \$1,000, subject to adjustment for stock split, combination, subdivision or similar transaction and as otherwise set forth herein. Any conversion of shares of Series A Preferred Stock into shares of Common Stock pursuant to this Section 6(a) shall be effected by the delivery to the Corporation at its principal executive office of the certificates representing shares to be converted, duly endorsed, together with written instructions that the shares are to be converted, and accompanied by the required certificate described herein.

(b) Mandatory Conversion. Upon the closing of an IPO, all of the Series A Preferred Stock shall be automatically converted into shares of Common Stock in accordance with Section 6(a) above, all without further action by the holders of such Series A Preferred Stock and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent.

(c) Adjustment for Dilutive Events. If, on or after the original date of issuance of the Series A Preferred Stock, the Corporation issues or sells, or in accordance with Section 7 below is deemed to have issued or sold, any shares of Common Stock for consideration per share less than the Conversion Price applicable to the Series A Preferred Stock in effect immediately prior to the time of such issue or sale (a "Series A Dilutive Event"), then upon the occurrence of any such Series A Dilutive Event, the Conversion Price for the Series A Preferred Stock will be reduced immediately to an amount equal to (i) (x) (1) the Conversion Price for the Series A Preferred Stock in effect immediately prior to such Series A Dilutive Event multiplied by (2) the number of shares of Common Stock Deemed Outstanding immediately prior to such Series A Dilutive Event, plus (y) the consideration, if any, received by the Corporation pursuant to such Series A Dilutive Event, divided by (ii) the number of shares of Common Stock Deemed Outstanding (as hereafter defined) immediately after such Series A Dilutive Event. Notwithstanding the foregoing, (i) the issuance by the Corporation of options to acquire up to 15,000 shares of Common Stock (subject to adjustment for stock split, combination, subdivision or similar transaction), issued pursuant to stock option plans or grants to employees approved by the Board (ii) the conversion of such Preferred Stock into Common Stock and (iii) issued to any employee pursuant to a bonus plan set forth in a written employment agreement between such employee and the Corporation, shall not constitute a Series A Dilutive Event. As used herein, the term "Common Stock" shall include Common Stock Equivalents (as hereafter defined).

(d) Authorized Shares. The Corporation shall at all times reserve and keep available out of its authorized but unissued Common Stock, solely for the purpose of effecting conversions pursuant to this Article, the full number of shares of Common Stock of each class from time to time issuable upon the conversion of all shares of Series A Preferred Stock then outstanding and entitled to convert, and shall take all such action and obtain all such permits or

orders as may be necessary to enable the Corporation lawfully to issue such shares upon any such conversion. In addition, the Corporation shall also reserve and keep available such other securities and property as may from time to time be deliverable upon conversion of Common Stock and shall take all such action and obtain all such permits or orders as may be necessary to enable the Corporation lawfully to deliver such other securities and property upon conversion. So long as any shares of Series A Preferred Stock shall be outstanding, the Corporation will take all corporate action necessary in order that the Corporation may validly and legally issue fully paid and nonassessable shares of Common Stock upon any conversion thereof.

(e) Dividend Participation. As and when dividends are declared or paid on Common Stock, whether in cash, property or securities of the Corporation, holders of Series A Preferred Stock shall be entitled to participate in such dividends; provided, however, that (i) if dividends are declared payable in cash, the holders of Series A Preferred Stock shall be entitled to receive for each such share the amount of the dividend payable on each share of Common Stock, (ii) if dividends are declared which are payable in shares of Common Stock, or options, warrants or rights to acquire shares of Common Stock, or securities convertible or exchangeable for shares of Common Stock, such dividends shall be payable to holders of Series A Preferred Stock in shares of, or options, warrants or rights to acquire, or securities convertible or exchangeable for, shares of Common Stock; and (iii) if dividends are declared which are payable in voting securities of the Corporation other than Common Stock, or options, warrants or rights to acquire voting securities of the Corporation other than Common Stock, or securities convertible into or exchangeable for voting securities of the Corporation other than Common Stock, the Corporation shall make available to each holder of Series A Preferred Stock, at such holder's request, dividends consisting of, as the case may be, non-voting securities of the Corporation or options, warrants, or rights to acquire, or securities convertible into or exchangeable for non-voting securities of the Corporation, which are otherwise identical to such voting securities, or such options, warrants, or rights to acquire, or securities convertible or exchangeable for, such voting securities of the Corporation and which are convertible into or exchangeable for such voting securities, or options, warrants or rights to acquire, or securities convertible into or exchangeable for, such voting securities, on the same terms as shares of Series A Preferred Stock are convertible into shares of Common Stock. If the Corporation shall in any manner subdivide (by stock split, stock dividend or otherwise) or combine (by reverse stock split or otherwise), the outstanding shares of the Common Stock, or pay any dividend or retire any share or make any other distribution on any share of Common Stock, or accord any other payment, benefit or preference to any share of Common Stock, the outstanding shares of Series A Preferred Stock shall be subdivided or combined, or such dividend shall be paid, shares retired or other distribution or payment, benefit or preference shall be made, as the case may be, to the same extent, share and share alike, and effective provision shall be made for the protection of the conversion rights hereunder.

(f) Organic Change.

(i) Corporation Survives. Upon the consummation of an Organic Change (other than a transaction in which the Corporation is not the surviving entity) the terms of the Preferred Stock shall be deemed modified, without payment of any additional consideration therefor, so as to provide that upon the conversion of shares of Preferred Stock following the consummation of such Organic Change the holder of such shares of Preferred

Stock shall have the right to acquire and receive (in lieu of or in addition to the shares of Common Stock acquirable and receivable prior to the Organic Change) such shares of stock, securities or assets as such holder would have received if such holder had converted its shares of Preferred Stock into Common Stock immediately prior to such Organic Change, in each case giving effect to any adjustment of the Conversion Price applicable to such Preferred Stock made before or after the date of consummation of the Organic Change. All other terms of the Preferred Stock shall remain in full force and effect following such an Organic Change. The provisions of this Section 6(f)(i) shall similarly apply to successive Organic Changes.

(ii) Corporation Does Not Survive. The Corporation shall not enter into an Organic Change that is a transaction in which the Corporation is not the surviving entity unless the surviving entity shall issue new securities, without payment of any additional consideration therefor, with terms that provide that upon the conversion of such securities following the consummation of such Organic Change, the holder of such securities shall have the right to acquire and receive (in lieu of or in addition to the shares of Common Stock acquirable and receivable prior to the Organic Change) such shares of stock, securities or assets as such holder would have received if such holder had converted its Preferred Stock into Common Stock immediately prior to such Organic Change, in each case giving effect to any adjustment of the Conversion Price applicable to such Preferred Stock of such new securities made before or after the date of consummation of the Organic Change on an equivalent basis to the adjustments provided for the Conversion Price of such series herein. All other terms of the new securities shall be equivalent to the terms of the Preferred Stock provided for herein. The provisions of this Section 6(f)(ii) shall similarly apply to successive Organic Changes.

Section 7. Common Stock Deemed Outstanding. For purposes of determining the adjusted Conversion Price for the Series A Preferred Stock pursuant to Section 6(c) above, the following events shall be deemed to be an issuance and sale of Common Stock by the Corporation and for purposes hereof the "Common Stock Deemed Outstanding" shall be (i) the number of shares of Common Stock (including shares of Common Stock issuable upon conversion of Series A Preferred Stock) actually issued and outstanding plus (ii) the number of shares of Common Stock deemed outstanding as a result of the following events as set forth below:

(a) Issuance of Rights or Options. If (i) the Corporation in any manner grants any Options and (ii) the Price Per Share of shares of Common Stock issuable upon the exercise of such Options or upon conversion or exchange of Convertible Securities issuable upon the exercise of such Options is less than the Conversion Price applicable to the Series A Preferred Stock in effect immediately prior to the time of the granting of such Options, then (x) the total maximum amount of such Common Stock issuable upon the exercise of such Options or upon conversion or exchange of the total maximum number of Convertible Securities issuable upon the exercise of such Options will be deemed to be Common Stock issued and sold by the Corporation, (y) the consideration received pursuant to the Series A Dilutive Event will equal the Price Per Share times the number of shares of Common Stock so deemed issued and sold by the Corporation and (z) the number of shares of Common Stock so deemed issued and sold by the Corporation shall be included in the Common Stock Deemed Outstanding. For purposes of this Section 7, the "Price Per Share" will be equal to (i) (x) the total amount, if any, received or receivable by the Corporation as consideration for the granting of such Options, plus (y) the

minimum aggregate amount of additional consideration payable to the Corporation upon exercise of all such Options, plus (z) in the case of such Options which relate to Convertible Securities, the minimum aggregate amount of additional consideration, if any, payable to the Corporation upon the issuance or sale of such Convertible Securities and the conversion or exchange thereof, divided by (ii) the total maximum number of shares of Common Stock issuable upon the exercise of such Options or upon the conversion or exchange of all such Convertible Securities issuable upon the exercise of such Options. No further adjustment of the Conversion Price to the Series A Preferred Stock will be made when Convertible Securities are actually issued upon the exercise of such Options or when Common Stock is actually issued upon the exercise of such Options or the conversion or exchange of such Convertible Securities.

(b) Issuance of Convertible Securities. If (i) the Corporation in any manner issues or sells any Convertible Securities and (ii) the Price Per Share of shares of Common Stock issuable upon such conversion or exchange is less than the Conversion Price for the Series A Preferred Stock in effect immediately prior to the time of such issue or sale, then (x) the maximum number of shares of Common Stock issuable upon conversion or exchange of such Convertible Securities will be deemed to be Common Stock issued and sold by the Corporation, (y) the consideration received pursuant to the Series A Dilutive Event will equal (1) the Price Per Share times (2) the number of shares of Common Stock so deemed issued and sold by the Corporation and (z) the number of shares of Common Stock so deemed issued and sold by the Corporation shall be included in the Common Stock Deemed Outstanding. For the purposes of this Section 7(b), the "Price Per Share" will be equal to (i) (A) the total amount received or receivable by the Corporation as consideration for the issue or sale of such Convertible Securities, plus (B) the minimum aggregate amount of additional consideration, if any, payable to the Corporation upon the conversion or exchange thereof, divided by (ii) the total maximum number of shares of Common Stock issuable upon the conversion or exchange of all such Convertible Securities. No other adjustment of the Conversion Price for Series A Preferred Stock will be made when Common Stock is actually issued upon the conversion or exchange of such Convertible Securities, and if any such issue or sale of such Convertible Securities is made upon exercise of any Options for which adjustments to the Conversion Price for any series had been or are to be made pursuant to Section 7(a) above, no further adjustment of the Conversion Price for any Series A Preferred Stock will be made by reason of such issue or sale.

(c) Calculation of Consideration Received. If any shares of Common Stock, Option or Convertible Security is issued or sold or deemed to have been issued or sold for cash, the consideration received therefor or the Price Per Share, as the case may be, will be deemed to be the net amount received or to be received by the Corporation therefor. In case any shares of Common Stock, Options or Convertible Securities are issued or sold for a consideration other than cash, the amount of the consideration other than cash received by the Corporation or the non-cash portion of the Price Per Share, as the case may be, will be the fair value of such consideration received or to be received, respectively, by the Corporation; except where such consideration consists of securities, in which case the amount of consideration received or to be received, respectively, by the Corporation will be the Market Price thereof as of the date of receipt. If any shares of Common Stock, Options or Convertible Securities are issued in connection with any merger in which the Corporation is the surviving corporation, the amount of consideration therefore will be deemed to be the fair value of such portion of the net assets and business of the non-surviving corporation as is attributable to such shares of Common Stock,

Options or Convertible Securities, as the case may be. The fair value of any consideration other than cash and securities will be determined jointly by the Corporation and the holders of a majority of the outstanding Series A Preferred Stock. If such parties are unable to reach agreement within a reasonable period of time, the fair value of such consideration will be determined by an independent appraiser jointly selected by the Corporation and the holders of a majority of the outstanding Preferred Stock and the fees and expenses of such independent appraiser shall be borne by the Corporation.

(d) Integrated Transactions. In case any Option is issued in connection with the issuance or sale of other securities of the Corporation, together comprising one integrated transaction in which no specific consideration is allocated to such Option by the parties thereto, the Option will be deemed to have been issued for a consideration of \$0.01.

(e) Treasury Shares. The number of shares of Common Stock Deemed Outstanding at any given time shall not include shares owned or held by or for the account of the Corporation, and the disposition of any shares so owned or held shall be considered on issuance or sale of Common Stock by the Corporation.

Section 8. Miscellaneous.

(a) Definitions.

"Affiliate" has the meaning set forth in Rule 12b-2 of the regulations promulgated under the Securities Act of 1934, as amended.

"Change of Control" means if, at any time, (i) Wynnchurch and its Affiliates shall cease to beneficially own and control at least a majority of the issued and outstanding shares of capital stock of the Corporation entitled (without regard to the occurrence of any contingency) to vote for the election of members of the Board of Directors of the Corporation; (ii) a change shall occur in the Corporation's Board of Directors so that a majority of the Corporation's Board of Directors ceases to consist of individuals who are nominated by Wynnchurch or its Affiliates; or (iii) a sale of all or substantially all of the assets of the Corporation shall occur.

"Common Stock Equivalent" means, collectively, any capital stock of any class of the Corporation hereafter authorized which is not limited to a fixed sum or percentage of par or stated value in respect to the rights of the holders thereof to participate in dividends or in the distribution of assets upon any liquidation, dissolution or winding up of the Corporation.

"Convertible Securities" securities of the Corporation that are convertible into or exchangeable for Common Stock.

"IPO" means the initial public offering by the Corporation of shares of its common stock to the public pursuant to an effective registration statement under the Securities Act of 1933, as amended.

"Junior Securities" means any of the Corporation's equity securities other than the Series A Preferred Stock including, without limitation, the Common Stock.

"Liquidation" means a liquidation, dissolution or winding up of the Corporation; *provided that* neither the consolidation or merger of the Corporation into or with any other entity or entities, nor the sale or transfer by the Corporation of all or any part of its assets, nor the reduction of the capital stock of the Corporation, shall be deemed to be a Liquidation.

"Liquidation Value" of any Preferred Share as of any particular date shall be equal to \$1,000 per Preferred Share, subject to adjustment for stock split, combination, subdivision or similar transaction or otherwise adjusted herein.

"Market Price" of any security means the average of the closing prices of such security's sales on all securities exchanges on which such security may at the time be listed, or, if there has been no sales on any such exchange on any day, the average of the highest bid and lowest asked prices on the primary exchange on which such security is listed at the end of such day, or, if on any day such security is not so listed, the average of the representative bid and asked prices quoted in the NASDAQ System as of 4:00 PM, New York time, or, if on any day such security is not quoted in the NASDAQ System, the average of the highest bid and lowest asked prices on such day in the domestic over-the-counter market as reported by the National Quotation Bureau, Incorporated, or any similar successor organization, in each such case averaged over a period of twenty one (21) days consisting of the day as of which "Market Price" is being determined and the twenty (20) consecutive business days prior to such day. The "Market Price" of a note or other obligation which is not listed on a securities exchange or quoted in the NASDAQ System or reported by the National Quotation Bureau, Incorporated, the total consideration received by the Corporation (including interest) will be discounted at the Prime Rate in effect at the time the note or obligation is deemed to have been issued. If at any other time such security is not listed on any securities exchange or quoted in the NASDAQ System or the over-the-counter market, the "Market Price" will be the fair value thereof determined jointly by the Corporation and the holders of a majority of the Preferred Shares. If such parties are unable to reach agreement within a reasonable period of time, such fair value will be determined by an independent appraiser jointly selected by the Corporation and the holders of a majority of the Preferred Shares.

"Organic Change" means any capital reorganization, reclassification, consolidation, merger, lease, or sale of all or substantially all of the Corporation's assets to or with another Person which is effected in such a way that holders of Common Stock are entitled to receive (either directly or upon subsequent liquidation) stock, securities or assets with respect to or in exchange for shares of Common Stock.

"Options" means any rights or options to subscribe for or to purchase (i) shares of Common Stock or (ii) any securities convertible into or exchangeable for Common Stock.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

"Redemption Date" as to any Preferred Share means the date specified in the notice of any redemption at the Corporation's option or the applicable date specified herein in

the case of any other redemption; provided that no such date shall be a Redemption Date unless the Liquidation Value of such Preferred Share (plus all accrued and unpaid dividends thereon) is actually paid in full on such date, and if not so paid in full, the Redemption Date shall be the date on which such amount is fully paid.

"Subsidiary" means, with respect to any Person, any corporation, association, partnership, limited liability company, joint venture or other business entity of which more than fifty percent (50%) of the voting stock or other equity interest is owned or controlled directly or indirectly by the Person, or one or more of the Subsidiaries of the Person, or a combination thereof.

"Wynnchurch Canada" means Wynnchurch Capital Partners Canada, L.P., an Alberta limited partnership, and its successors and assigns.

"Wynnchurch" means Wynnchurch Capital Partners, L.P., a Delaware limited partnership, and its successors and assigns.

(b) Amendment and Waiver. No amendment, modification or waiver shall be binding or effective with respect to any provision of this Article relating to the preferences, limitations, designations and rights of the Preferred Shares, without the prior written consent of the holders of at least a majority of the Preferred Shares outstanding at the time such action is taken; provided, that no change in the terms hereof may be accomplished by merger or consolidation of the Corporation with another corporation or entity unless (i) the Corporation has obtained the prior written consent of the holders of a majority of the Preferred Shares then outstanding or (ii) the Preferred Shares are converted in such merger or consolidation into a right to receive cash in an amount not less than the redemption price that would be payable in respect of such Preferred Shares if such Preferred Shares were redeemed pursuant to Section 4(c) hereof as of the date such merger or consolidation is consummated.

(c) Notices. Except as otherwise expressly provided hereunder, all notices referred to herein shall be in writing and shall be delivered by registered or certified mail, return receipt requested and postage prepaid, or by reputable overnight courier service, charges prepaid, and shall be deemed to have been given when so mailed or sent (i) to the Corporation, at its principal executive offices and (ii) to any stockholder, at such holder's address as it appears in the stock records of the Corporation (unless otherwise indicated by any such holder).

(d) Registration of Transfer. The Corporation shall keep at its principal office a register for the registration of the Preferred Shares. Upon the surrender of any certificate representing Preferred Shares at such place, the Corporation shall, at the request of the record holder of such certificate, execute and deliver (at the Corporation's expense) a new certificate or certificates in exchange therefor representing in the aggregate the number of Preferred Shares represented by the surrendered certificate. Each such new certificate shall be registered in such name and shall represent such number of Preferred Shares as is requested by the holder of the surrendered certificate and shall be substantially identical in form to the surrendered certificate, and dividends shall accrue on the Preferred Shares represented by such new certificate from the date to which dividends have been fully paid on such Preferred Shares represented by the surrendered certificate.

(e) Replacement. Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder shall be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing Preferred Shares, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Corporation (provided, that if the holder is a financial institution or other institutional investor its own agreement shall be satisfactory), or, in the case of any such mutilation upon surrender of such certificate, the Corporation shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of Preferred Shares of such class represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate, and dividends shall accrue on the Preferred Shares represented by such new certificate from the date to which dividends have been fully paid on such lost, stolen, destroyed or mutilated certificate.

FIFTH: The following provisions are inserted for the management of the business and the conduct of the affairs of the Corporation, and for further definition, limitation and regulation of the powers of the Corporation and of its directors and stockholders:

(i) The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

(ii) The Board of Directors shall have concurrent power with the stockholders to make, alter, amend, change or add to or repeal the By-laws of the Corporation.

(iii) The number of directors of the Corporation shall be as from time to time fixed by, or in the manner provided in, the By-laws of the Corporation. Election of directors need not be by written ballot unless the By-laws so provide.

(iv) No director shall be personally liable to the Corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (a) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) pursuant to Section 174 of the GCL or (d) for any transaction from which the director derived an improper personal benefit. Any repeal or modification of this ARTICLE SIXTH by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification with respect to acts or omissions occurring prior to such repeal or modification.

(v) In addition to the powers and authority 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 GCL, this Certificate of Incorporation, and any By-laws

adopted by the stockholders; provided, however, that no By-laws hereafter adopted by the stockholders shall invalidate any prior act of the directors which would have been valid if such By-laws had not been adopted.

SIXTH: Meetings of stockholders may be held within or without the State of Delaware, as the By-laws may provide. The books of the Corporation may be kept (subject to any provision contained in the GCL) 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.

SEVENTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Amended and Restated 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.

[signature page follows]

IN WITNESS WHEREOF, the Corporation has caused this Amended and Restated Certificate of Incorporation to be executed on June __, 2005.

UNITED FIXTURES ACQUISITION COMPANY, INC.

By: _____
Thomas P. Guido, its Sole Director

UNITED FIXTURES ACQUISITION COMPANY, INC.
JOINT WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
AND
STOCKHOLDERS HOLDING
ALL OUTSTANDING SHARES OF COMMON STOCK AND
A MAJORITY OF
OUTSTANDING SHARES OF CLASS A CONVERTIBLE PREFERRED STOCK

The undersigned, being all of the directors of United Fixtures Acquisition Company, Inc., a Delaware corporation (the "Corporation"), and stockholders holding all of the outstanding shares of common stock, par value \$.01 per share, of the Corporation and a majority of the outstanding shares of Class A convertible preferred stock, par value \$.01 per share, of the Corporation, in lieu of holding a special meeting, hereby take and adopt the following actions and adopt the following resolutions by unanimous written consent:

WHEREAS, the undersigned has determined that it is advisable and in the best interest of the Corporation to change its name to "United Fixtures Company, Inc.";

NOW THEREFORE BE IT RESOLVED, that the Amended and Restated Certificate of Incorporation of the Corporation be amended in the form set forth as Exhibit A attached hereto (the "Certificate of Amendment");

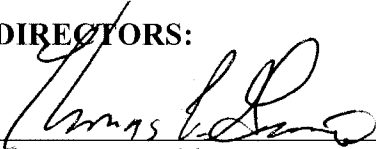
RESOLVED FURTHER, that, the executive officers and directors of the Corporation shall be and hereby are authorized to cause the Certificate of Amendment to be filed with the Secretary of State of the State of Delaware, or with any other appropriate governmental entity, and to do all things necessary and proper in connection with effectuating the Certificate of Amendment;

RESOLVED FURTHER, that the executive officers and directors of the Corporation are authorized to take any and all actions and to execute and deliver, in the name and on behalf of the Corporation, any and all consents, applications, agreements and other documents and instruments as such executive officers and directors taking such action or executing or delivering such documents may determine to be necessary, appropriate or desirable in order to effectuate any other matter contemplated in this unanimous written consent.

This unanimous written consent may be executed in any number of counterparts, each of which when executed shall be deemed to be an original, and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this unanimous written consent as of the day and year first above written.

DIRECTORS:




Thomas P. Guido

John Hatherly

Richard Renaud

John Veleris



Daniel Wilson

SHAREHOLDERS:

WYNNCHURCH CAPITAL PARTNERS, L.P.

By: Wynnchurch Partners, L.P., its General
Partner

By: Wynnchurch Management, Inc., its General
Partner

By: _____
John Hatherly
President

WYNNCHURCH CAPITAL PARTNERS
CANADA, L.P.

By: Wynnchurch Partners Canada, L.P., its
general partner

By: Wynnchurch GP Canada, Inc., its general
partner

By: _____
John Hatherly
President

IN WITNESS WHEREOF, the undersigned have executed this unanimous written consent as of the day and year first above written.

DIRECTORS:

Thomas P. Guido



John Hatherly

Richard Renaud

John Veleris

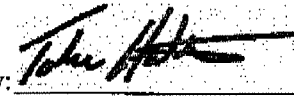
Daniel Wilson

SHAREHOLDERS:

WYNNCHURCH CAPITAL PARTNERS, L.P.

By: Wynnchurch Partners, L.P., its General Partner

By: Wynnchurch Management, Inc., its General Partner

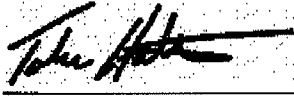
By: 

John Hatherly
President

WYNNCHURCH CAPITAL PARTNERS
CANADA, L.P.

By: Wynnchurch Partners Canada, L.P., its general partner

By: Wynnchurch GP Canada, Inc., its general partner

By: 
John Hatherly
President

IN WITNESS WHEREOF, the undersigned have executed this unanimous written consent as of the day and year first above written.

DIRECTORS:

Thomas P. Guido

John Hatherly

Richard Renaud

John Veleris

Daniel Wilson

SHAREHOLDERS:

WYNNCHURCH CAPITAL PARTNERS, L.P.

By: Wynnchurch Partners, L.P., its General Partner

By: Wynnchurch Management, Inc., its General Partner

By: _____
John Hatherly
President

WYNNCHURCH CAPITAL PARTNERS
CANADA, L.P.

By: Wynnchurch Partners Canada, L.P., its general partner

By: Wynnchurch GP Canada, Inc., its general partner

By: _____
John Hatherly
President

IN WITNESS WHEREOF, the undersigned have executed this unanimous written consent as of the day and year first above written.

DIRECTORS:

Thomas P. Guido

John Hatherly

Richard Renaud



John Veleris

Daniel Wilson

SHAREHOLDERS:

WYNNCHURCH CAPITAL PARTNERS, L.P.

By: Wynnchurch Partners, L.P., its General Partner

By: Wynnchurch Management, Inc., its General Partner

By: _____
John Hatherly
President

WYNNCHURCH CAPITAL PARTNERS
CANADA, L.P.

By: Wynnchurch Partners Canada, L.P., its general partner

By: Wynnchurch GP Canada, Inc., its general partner

By: _____
John Hatherly
President

Exhibit A

Certificate of Amendment

**CERTIFICATE OF AMENDMENT
OF
AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
UNITED FIXTURES ACQUISITION COMPANY, INC.**

The undersigned, the duly authorized and elected Secretary of United Fixtures Acquisition Company, Inc. (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "GCL") does hereby certify:

FIRST: The Board of Directors of ~~the~~ Corporation by unanimous written consent adopted resolutions proposing and declaring advisable that the first paragraph of Article I of the Amended and Restated Certificate of Incorporation be amended to read "The name of the Corporation is United Fixtures Company, Inc.", declaring such amendment to be advisable and submitting such to the stockholders of the Corporation for their consideration by means of written consent.

SECOND: The Corporation obtained the written consent of the holders of a majority of the issued and outstanding capital stock of the Corporation entitled to vote to approve the Certificate of Amendment in accordance with Section 228 of the GCL and provided non-consenting stockholders entitled to vote with prompt notice of the approval of the Certificate of Amendment in accordance with Section 228(d) of the GCL.

THIRD: The aforesaid amendment has been duly adopted and approved in accordance with the applicable provisions of Section 242 of the GCL.

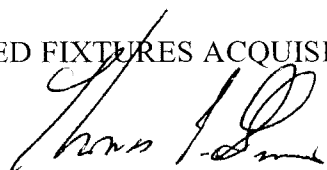
FOURTH: This Certificate of Amendment shall be effective upon filing.

* * * * *

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Amendment to be executed on June 10, 2005.

UNITED FIXTURES ACQUISITION COMPANY,
INC.

By: _____


Thomas P. Guido
Secretary

**WRITTEN CONSENT OF
THE BOARD OF DIRECTORS
OF
UNITED FIXTURES COMPANY, INC.**

The undersigned, being all of the members of the Board of Directors of United Fixtures Company, Inc., a Delaware corporation (the "Corporation"), hereby consent to the following actions and adopt the following resolutions by written consent without a meeting pursuant to the By-laws of the Corporation and the Delaware General Corporation Law:

WHEREAS, Interlake Acquisition Co. ("Acquisition Co.") entered into that certain Stock Purchase Agreement, dated as of March 5, 2006 by and among Acquisition Co. and Brambles North America, Inc., a Delaware corporation (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") to acquire all of the issued and outstanding shares of common stock, par value \$0.01 per share, of Interlake Material Handling, Inc. (the "Acquisition");

WHEREAS, in connection with the financing of the Acquisition, the Corporation proposes to enter into a credit agreement with National City Business Credit, Inc., an Ohio corporation ("NCBC"), various other financial institutions party thereto (NCBC and such other financial institutions are collectively, the "First Lien Lenders") and NCBC as agent for the Lenders (NCBC, in such capacity, the "First Lien Agent") and National City Bank, as letter of credit issuer (the "Issuer"), pursuant to which the First Lien Lenders and the Issuer will make separate advances in the aggregate amount of up to \$63,000,000 (the "First Lien Loan Facility");

WHEREAS, in connection with the financing of the Acquisition, the Corporation proposes to enter into a credit agreement with Roynat Business Capital, Inc., a Delaware corporation ("Roynat"), as lender and such other Persons as may become lenders from time to time, the "Second Lien Lenders") and Roynat as agent for the Second Lien Lenders (Roynat, in such capacity, the "Second Lien Agent"), pursuant to which the Second Lien Lenders will make a Term Loan in the aggregate amount of \$10,500,000 (the "Second Lien Loan Facility");

WHEREAS, in connection with the First Lien Loan Facility, the Board deems it to be in the best interest of the Corporation to authorize David Bertram to execute letters of credit on behalf of the Corporation;

FIRST LIEN FINANCING

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of the Corporation hereby determines that it is in the best interests of the Corporation to enter into, and the Corporation is hereby authorized to enter into, the First Amended and Restated Credit and Security Agreement, the Notes and the Other Documents (as defined in the First Amended and Restated Credit and Security Agreement) to which the Corporation is a party, in connection with the First Lien Loan Facility; and be it further

RESOLVED, that any one of the following officers of the Corporation, the Chief Executive Officer, the President, the Executive Vice President, the Vice President, the Treasurer and the Secretary (collectively, the "Authorized Officers") are authorized for and on behalf of the Corporation:

(1) To borrow money and obtain credit from the First Lien Lenders and the Issuer upon such terms, rates of interest and conditions as such person or persons may, from time to time deem advisable, and to execute and deliver to each of the First Lien Lenders in the name of the Corporation, a First Amended and Restated Credit and Security Agreement, together with all exhibits thereto, Revolving Credit Notes, Term Notes and Equipment Notes, First Amended and Restated Pledge Agreement with respect to all of the issued and outstanding equity interests of each of NSF Colombia, S. de R.L. de C.V. ("NSF Colombia") and NSF Mexicali, S. de R.L. de C.V. ("NSF Mexicali"), a First Amended and Restated Management Fee Subordination Agreement with respect to the management fees payable to Wynnchurch Capital, Ltd. ("WCL"), a First Amended and Restated Patent, Trademark and Copyright Security Agreement and related documents, a First Amended and Restated Lockbox Agreement, UCC financing statements, and such other notes, drafts, applications for letters of credit, undertakings, instruments, documents, agreements and modifications and amendments thereto in respect of such credit;

(2) To pledge, transfer, assign or create a security interest in favor of the First Lien Agent (for the benefit of the First Lien Lenders and the Issuer) in any and all of the assets of the Corporation, whether real or personal property, including, without limitation, real estate, notes, bonds, stocks, drafts, intellectual property, warehouse receipts and other documents, accounts, instruments and assets which such person or persons deem(s) advisable in connection with the foregoing;

(3) To discount with the First Lien Lenders any of the notes, drafts or acceptances held by the Corporation, upon such terms and conditions as such person or persons deems advisable;

(4) To receive and receipt for, sign orders, and issue instructions (written or oral) for the handling and delivery of the proceeds of any extension of credit;

(5) To appoint individuals to sign and deliver necessary collateral reports (including, without limitation, borrowing base certificates), engage in wire transfer transactions and otherwise deal with the First Lien Agent in connection with the day to day administration of any advances made or to be made by the First Lien Lenders or the Issuer to the Corporation; and

(6) To do any and all acts and things as they or any of them may now, or in the future, deem necessary or proper in order to fully carry out the transactions authorized by these resolutions; and be it further

RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized for and on behalf of the Corporation, in its capacity as a holder of *partes sociales* of each of NSF Colombia and NSF Mexicali to guaranty and/or provide collateral in respect of the obligations of the Corporation to the First Lien Agent, the First Lien Lenders and the Issuer and to execute such guaranties, pledge agreement, of any nature, documents, agreements, modifications and amendments thereto, and any filings with any authorities or third parties in Mexico in connection therewith, having authority for acts of administration, acts of domain and lawsuits and collections as required under Mexican law, and to delegate such authority in any person deemed appropriate, for purposes of the execution of any necessary documents; and be it further

RESOLVED, that these resolutions be notarized, apostilled and translated as may be required in connection with their implementation; and be it further

RESOLVED, that the First Lien Agent is designated a depository in which the funds of the Corporation may be deposited, and that the officers, employees or agents, and each one of them, of this Corporation are hereby authorized to open and maintain an account or accounts with the First Lien Agent, to execute and deliver, and to amend or rescind, signature cards and other documents required by the First Lien Agent in connection with the opening and maintaining of any such accounts and to endorse, in the name of the Corporation, for the purpose of deposit and collection in and with the First Lien Agent checks, drafts, notes and other like obligations and that endorsements for deposit and collection may be written or stamped without designation of the party making the endorsement. It is understood and agreed that on all such items deposited, all prior endorsements are guaranteed by the Corporation whether or not an express guaranty is incorporated in the Corporation's endorsement; and be it further

RESOLVED, that the Authorized Officers and any other officer, employee or agent appointed by any of Authorized Officers of the Corporation are authorized for and on behalf of the Corporation:

(1) To sign any and all checks, drafts, orders or other instruments for payment of money, including orders or directions in informal or letter form, against any funds or accounts at any time standing to the credit of the Corporation with the First Lien Agent, the First Lien Lenders and the Issuer and that the First Lien Agent is authorized to honor any and all checks, drafts and orders so signed or which include the facsimile signature of any such individual, howsoever such facsimile signature is affixed, including those drawn to the individual order of any such person or persons signing the same, without further inquiry or regard to the authority of said person or persons or the use of the checks, drafts, orders or other instruments for payment of money, or the proceeds thereof;

(2) To endorse for negotiation, negotiate, and receive the proceeds of any negotiable instruments or orders for the payment of money payable to or belonging to the Corporation;

(3) To identify, approve and/or guarantee the endorsement of any payee or endorser of any checks, drafts, or orders for the payment of money drawn by the Corporation on the First Lien Agent aforesaid or any other bank; and

(4) To waive presentment, demand, protest and/or notice of dishonor or protest and to give instructions in regard to handling or delivery of any negotiable or nonnegotiable papers or documents involved in any transaction authorized by these resolutions; and be it further

SECOND LIEN FINANCING

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of the Corporation hereby determines that it is in the best interests of the Corporation to, and the Corporation is hereby authorized to, borrow \$10,500,000, on a joint and several basis with Interlake Acquisition Co. and Interlake Material Handling, Inc. and to enter into the Second Lien Loan Facility on the terms set forth in the Credit and Security Agreement, the Note and all of the Other Documents presented to this board (the "Documents"); and be it further

RESOLVED, that any one of the following officers of the Corporation, the Chief Executive Officer, the President, the Executive Vice President, the Vice President, the Treasurer and the Secretary (collectively, the "Authorized Officers") are authorized for and on behalf of the Corporation:

(1) To borrow money and obtain credit from the Second Lien Lenders upon such terms, rates of interest and conditions as are set forth in the Credit and Security Agreement and to execute and deliver to each of the Second Lien Lenders, in the name of the Corporation, a Credit and Security Agreement, together with all exhibits thereto, Notes, Pledge Agreements with respect to all of the issued and outstanding equity interests of each of NSF Colombia and NSF Mexicali, a Subordination Agreement with respect to the management fees payable to WCL, a Patent, Trademark and Copyright Security Agreement and related documents, UCC financing statements, and such other notes, drafts, applications for letters of credit, undertakings, instruments, documents, agreements and modifications and amendments thereto in respect of such credit;

(2) To pledge, transfer, assign or create a security interest in favor of the Second Lien Agent (for the benefit of the Second Lien Lenders) in any and all of the assets of the Corporation, whether real or personal property, including, without limitation, real estate, notes, bonds, stocks, drafts, intellectual property, warehouse receipts and other documents, accounts, instruments and assets which such person or persons deem(s) advisable in connection with the foregoing; and

(3) To do any and all acts and things as they or any of them may now, or in the future, deem necessary or proper in order to fully carry out the transactions authorized by these resolutions; and be it further

RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized for and on behalf of the Corporation, in its capacity as a holder of *partes sociales* of each of NSF Colombia and NSF Mexicali to guaranty and/or provide collateral in respect of the obligations of the Corporation to the Second Lien Agent and the Second Lien Lenders and to execute such guaranties, pledge agreement, of any nature, documents, agreements, modifications and amendments thereto, and any filings with any authorities or third parties in Mexico in connection therewith, having authority for acts of administration, acts of domain and lawsuits and collections as required under Mexican law, and to delegate such authority in any person deemed appropriate, for purposes of the execution of any necessary documents; and be it further

RESOLVED, that these resolutions be notarized, apostilled and translated as may be required in connection with their implementation; and be it further

LETTERS OF CREDIT

RESOLVED, that David Bertram be, and he hereby is, authorized, empowered and directed, in the name of and on behalf of the Corporation, to execute letters of credit under the First Lien Loan Facility; and be it further

GENERAL

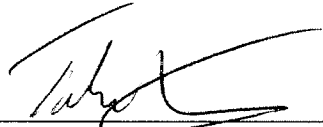
RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed, in the name of and on behalf of the Corporation, to take or cause to be taken any and all actions, to make all payments, to make all governmental, administrative and regulatory filings as may be required or advisable under the laws or regulations of any jurisdiction and to negotiate, enter into, execute and deliver all other documents, agreements, certificates or instruments as may be necessary, appropriate, convenient or proper, to effectuate the intent of, and the transactions contemplated by, the foregoing resolutions, such other documents, agreements, certificates or instruments to be in such form and to contain such terms and conditions as the officer executing the same shall in his or her sole discretion determine to be necessary, appropriate, convenient or proper, the execution and delivery thereof by such officer to be conclusive evidence of such approval; and be it further

RESOLVED, that all actions previously taken by any director, officer or agent of the Corporation relating to the foregoing resolutions and the transactions contemplated thereby are hereby adopted, ratified, confirmed and approved in all respects as the acts and deeds of the Corporation.

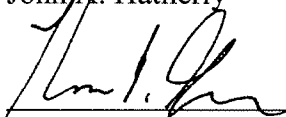
RESOLVED, this Written Consent may be executed in as many counterparts as may be required, any of which may be a facsimile and all of which shall collectively constitute one and the same consent.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent as of the 21th day of April, 2006, and direct that it be filed with the minutes of the proceedings of the Board of Directors of the Corporation.



John A. Hatherly



Thomas P. Guido

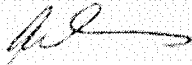
Richard Renaud

John Veleris

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent as of the 21th day of April, 2006, and direct that it be filed with the minutes of the proceedings of the Board of Directors of the Corporation.

John A. Hatherly

Thomas P. Guido



Richard Renaud

John Veleris

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent as of the 21st day of April, 2006, and direct that it be filed with the minutes of the proceedings of the Board of Directors of the Corporation.

John A. Hatherly

Thomas P. Guido

Richard Renaud



John Veleris

**WRITTEN CONSENT OF
THE SOLE STOCKHOLDER
OF**

UNITED FIXTURES COMPANY, INC.

The undersigned sole stockholder (the "Stockholder") of United Fixtures Company, Inc. (the "Corporation"), in accordance with Section 228 of the General Corporation Law of the State of Delaware, does hereby irrevocably consent to the following actions and adopt the following resolutions, which shall have the same force and effect as if adopted at a duly called and held meeting of the stockholder:

ELECTION OF DIRECTORS

FURTHER RESOLVED, that the board of directors of the Corporation shall consist of five (5) members;

FURTHER RESOLVED, that the undersigned hereby confirm that the following individuals are currently serving as directors of the Corporation as of June 6, 2005:

John A. Hatherly
Richard Renaud
Daniel P. Wilson
John Veleris

FURTHER RESOLVED, that the person named below is elected as a director of the Corporation, to serve until the earliest of the next annual meeting of the stockholders of the Corporation, the election and qualification of his successor, or his earlier death, resignation or removal:

Jon D. Kleinke

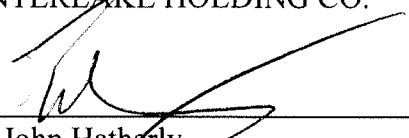
This Action by Written Consent of Stockholders in Lieu of a Meeting may be executed in separate counterparts, each of which once so executed and delivered (including by facsimile) shall be considered an original, but all such counterparts shall together constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Unanimous Written Consent as of the 1st day of June, 2006, and directs that it be filed with the minute books of the Corporation.

UFC INTERLAKE HOLDING CO.

By: _____


John Hatherly
Executive Vice President

[SIGNATURE PAGE TO WRITTEN CONSENT]

TRADEMARK
REEL: 003659 FRAME: 0466

**UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF DIRECTORS
OF**

UNITED FIXTURES COMPANY, INC.

THE UNDERSIGNED, being all of the members of the Board of Directors of United Fixtures Company, Inc. (the "Corporation"), a Delaware corporation, acting pursuant to Section 141 of the Delaware General Corporation Law, does hereby waive notice of meeting and adopt the following resolution by written consent in lieu of a meeting of the Board of Directors, with full force and effect as if adopted by the affirmative vote of the Board of Directors at a duly constituted meeting:

ELECTION OF OFFICERS

RESOLVED, that the undersigned hereby confirm that the following individuals have been officers of the Corporation as of June 6, 2005, serving in the capacity set forth opposite their names since such date:

Chairman and Executive Vice President John A. Hatherly

Chief Executive Officer and President Daniel Wilson

FURTHER RESOLVED, that the following individuals are hereby appointed additional officers of the Corporation to serve in the capacity set forth opposite their names:

Chief Operating Officer Scott Bye

Chief Financial Officer Jacqueline M. Barry

Vice President – Human Resources Lorene Flewellen

Vice President, Treasurer and Secretary Jon D. Kleinke

FURTHER RESOLVED, that any and all actions taken by the foregoing individuals in their capacities set forth above prior to the date hereof are hereby confirmed and ratified;

FURTHER RESOLVED, that the officers of the Corporation, and each of them, acting alone or together with one or more such other officers, are hereby authorized and empowered to take or cause to be taken all such actions as such officer or officers may deem necessary or appropriate in order to carry out the purposes of the foregoing resolutions, and the doing of such actions shall be conclusive evidence that the same were in all respects fully authorized and approved;

GENERAL AUTHORIZATION

FURTHER RESOLVED, that the officers are, and each of them is, hereby authorized and directed to take or cause to be taken all such further actions and to execute and deliver or cause to be executed and delivered such other agreements, instruments and documents, together with such modified or revised terms or changes thereto as the officers shall deem necessary or appropriate, the signature or signatures of such officers thereon to be conclusive evidence of the approval of such changes in the name and on behalf of the Corporation, and to pay all fees and expenses as they shall deem necessary, proper or advisable in order to carry out fully the purpose and intent of any of the foregoing resolutions;

FURTHER RESOLVED, that all prior acts and deeds taken by the foregoing officers, any person or officer for and on behalf of the Corporation in forming the Corporation or entering into, executing, acknowledging or attesting any arrangements, agreements, instruments or documents or in carrying out the terms and intentions of these resolutions are hereby ratified, approved and confirmed as actions of the Corporation;

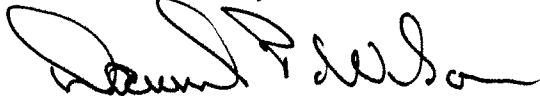
FURTHER RESOLVED, that this unanimous written consent may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and a facsimile copy of a signature hereto shall be fully effective as if an original.

[signature page follows]

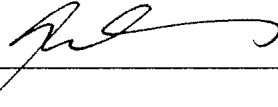
IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent as of the 1st day of September, 2006, and direct that it be filed with the minutes of the proceedings of the Board of Directors of the Corporation.



John A. Hatherly



Daniel P. Wilson



Richard Renaud

John Veleris



Jon D. Kleinke

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent as of the 1st day of September, 2006, and direct that it be filed with the minutes of the proceedings of the Board of Directors of the Corporation.

John A. Hatherly

Daniel P. Wilson

Richard Renaud



John Veleris

Jon D. Kleinke