

09-30-2002



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Form <b>PTO-1594</b> (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings <span style="font-family: monospace;">⇌ ⇌ ⇌</span>		<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
<b>1. Name of conveying party(ies):</b>  <div style="text-align: right; font-size: 1.2em; margin-right: 20px;">9-25-02</div> Faraday, Inc. <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div> <input type="checkbox"/> Individual(s)  <input type="checkbox"/> General Partnership  <input checked="" type="checkbox"/> Corporation-State  <input type="checkbox"/> Other _____         </div> <div> <input type="checkbox"/> Association  <input type="checkbox"/> Limited Partnership         </div> </div> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<b>2. Name and address of receiving party(ies)</b> Name: <u>Faraday LLC</u> Internal Address: _____ Street Address: <u>805 S. Maumee Street</u> City: <u>Tecumseh</u> State: <u>Michigan</u> Zip: <u>49286</u> <div style="margin-top: 10px;"> <input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input type="checkbox"/> Corporation-State _____  <input checked="" type="checkbox"/> Other <u>Limited Liability Company -- Delaware</u>  <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No          (Designations must be a separate document from assignment)          Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small> </div>		
<b>3. Nature of conveyance:</b> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div> <input type="checkbox"/> Assignment  <input type="checkbox"/> Security Agreement  <input type="checkbox"/> Other _____         </div> <div> <input checked="" type="checkbox"/> Merger  <input type="checkbox"/> Change of Name         </div> </div> Execution Date: _____			<b>4. Application number(s) or registration number(s):</b> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div>A. Trademark Application No.(s)</div> <div>           B. Trademark Registration No.(s) <u>1,209,559</u>  <u>1,385,837</u>  <u>1,554,540</u> </div> </div> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Gregg W. Emch</u> Internal Address: _____ <div style="margin-top: 10px;"> <u>09/27/2002 ANNED1 00000091 1209559</u>  <div style="display: flex; justify-content: space-between;"> <div>01 FC:401</div> <div>40.00 OP</div> </div> <div style="display: flex; justify-content: space-between;"> <div>02 FC:402</div> <div>50.00 OP</div> </div> </div> Street Address: <u>EMCH, SCHAFFER, SCHAUB &amp; PORCELLO CO., L.P.A., P.O. Box 916</u> <div style="text-align: right; margin-right: 50px;">43697-</div> City: <u>Toledo</u> State: <u>Ohio</u> Zip: <u>0916</u>			<b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px 5px; float: right;">3</span> <b>7. Total fee (37 CFR 3.41):</b> \$ <u>90.00</u> <div style="margin-top: 5px;"> <input checked="" type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account                              Any Deficiencies         </div> <b>8. Deposit account number:</b> <u>15-0825</u> <small>(Attach duplicate copy of this page if paying by deposit account)</small>		
<b>DO NOT USE THIS SPACE</b>					
<b>9. Statement and signature.</b> <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div> <u>Gregg W. Emch</u>            Name of Person Signing         </div> <div style="text-align: center;">             Signature         </div> <div style="text-align: right;"> <u>SEPT. 20, 2002</u>            Date         </div> </div> <div style="text-align: right; margin-top: 10px;"> <span style="border: 1px solid black; padding: 2px 5px;">20</span> </div>					

Total number of pages including cover sheet, attachments, and document: 20

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

**TRADEMARK**  
**REEL: 002590 FRAME: 0585**

**LIMITED LIABILITY COMPANY AGREEMENT**  
**OF**  
**FARADAY L.L.C.**

**A DELAWARE LIMITED LIABILITY COMPANY**

Limited Liability Company Agreement of Faraday L.L.C. (together with any successor limited liability company, the "Company") dated as of September 30, 1998 by the party who has executed the signature page hereto:

**WITNESSETH:**

**WHEREAS**, Faraday, Inc., a Michigan corporation ("Faraday"), formed the Company under the Delaware Limited Liability Company Act, as amended (the "Act"), on September 18, 1998, and

**WHEREAS**, Faraday shall contribute to the Company all of its right, title and interest in and to the assets of Faraday as set forth on Exhibit A hereto; and

**WHEREAS**, the Company shall accept the assets of Faraday and shall assume the liabilities associated therewith as set forth on Exhibit A hereto.

**NOW, THEREFORE**, in consideration of the promises contained in this Agreement, the undersigned hereby states as follows:

**ARTICLE I**

**Formation and Business of the Company**

**1.1 Formation**. The Company was formed on September 18, 1998, in accordance with and pursuant to the Act.

**1.2 Name**. The name of the Company is Faraday L.L.C. The Company may do business under that name and, as permitted by applicable law, under any other name determined from time to time by the Member.

**1.3 Purpose of the Company**. The purpose of the Company shall be to conduct any lawful business or activity whatsoever, as permitted by applicable law and as determined from time to time by the Member. The Company may exercise all powers necessary to or reasonably connected with the Company's business from time to time, and may engage in all activities necessary, customary, related or incidental to any of the foregoing.

**1.4 Principal Office**. The Company's principal place of business may be located within or without the State of Delaware as determined from time to time by the Member. The Company

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may have such other business offices within or without the State of Delaware as determined from time to time by the Member.

1.5 **Registered Agent.** The name and address of the Company's registered agent in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.

1.6 **Term.** The term of the Company shall commence on the date hereof and continue in perpetuity, unless the Company is dissolved in accordance herewith and with the Act.

## ARTICLE II

### Definitions

The following terms, as used in this Agreement, shall have the following meanings (unless otherwise expressly provided herein):

2.1 **"Act"** shall have the meaning set forth in the preamble of this Agreement.

2.2 **"Agreement"** shall mean this Limited Liability Company Agreement, as originally executed and as amended, or amended and restated, from time to time in accordance herewith and with the Act.

2.3 **"Certificate of Formation"** shall mean the Certificate of Formation of the Company, as filed with the Office of the Secretary of State, State of Delaware, as amended from time to time in accordance herewith and with the Act.

2.4 **"Capital Account"** of the Member, as of any date, shall mean the account maintained for such Member pursuant to Section 3.3, as adjusted through such date.

2.5 **"Code"** shall mean the Internal Revenue Code of 1986, as amended, in effect as of the date hereof and as amended from time to time hereafter.

2.6 **"Company"** shall have the meaning set forth in the preamble to this Agreement.

2.7 **"Fiscal Year"** shall mean the Company's accounting, tax and fiscal year, which shall be determined by the Member in accordance with Code and Treasury Regulations promulgated thereunder.

2.8 **"Initial Capital Contribution"** of the Member shall mean its initial contribution to the capital of the Company pursuant to this Agreement.

2.9 **"Member"** shall mean <sup>SGT</sup> ~~Fastway, Inc.~~, its successor or assignee.

2.10 **"Net Profits"** and **"Net Losses"** shall mean, for each Fiscal Year (or other period for which they are determined), the income and gain, and the losses, deductions and credits of the

Company, respectively, in the aggregate or separately stated, as appropriate, determined in accordance with generally accepted accounting principles consistently applied.

2.11 "Officer" shall mean any of the officers of the Company elected or designated pursuant to Section 5.3.

2.12 "Percentage Interest" of the Member shall mean one hundred percent (100%), the percentage share of the Net Profits, Net Losses, other regularly allocable items and distributions of the Company.

2.13 "Person" shall mean any individual, partnership, limited liability company, corporation, joint venture, trust, association or any other entity, domestic or foreign, and its respective heirs, executors, administrators, legal representatives, successors and assigns where the context of this Agreement so permits.

2.14 "Withdrawal Event" with respect to any Member, shall mean his or its (a) death, revocation of its certificate of incorporation, dissolution, expulsion as a Member or adjudication of incompetency, as applicable; (b) bankruptcy; (c) making a general assignment for the benefit of creditors; (d) failure to pay his or its debts as they become due; (e) voluntary retirement or withdrawal from the Company; (f) except as otherwise provided herein, breach of any of his or its material obligations under this Agreement or (g) any other event that terminates a Member's membership in the Company or otherwise causes the dissolution of the Company under the Act.

### ARTICLE III

#### Capital Contributions and Capital Accounts

3.1 Initial Contributions. The Member shall contribute to the Company the assets and liabilities as set forth on Exhibit A hereto as its Initial Capital Contribution.

3.2 No Additional Contributions. The Member shall not be required to make any Additional Capital Contributions.

3.3 Capital Accounts.

(a) The Company shall establish and maintain a Capital Account for the Member. The initial Capital Account shall be equal to the Member's Initial Capital Contribution.

(b) The Member's Capital Account shall be increased by the amount of any additional Capital Contributions made by, and the income and gain allocated to, such Member, and shall be decreased by any losses and deductions allocated, or distributions made, to such Member pursuant to the terms of this Agreement.

3.4 Return of Capital Contributions. Except as otherwise provided in this Agreement, the Member shall not have any right to demand or receive any cash or property of the Company

in return of his Capital Contribution or in respect of his interest until the dissolution of the Company.

#### ARTICLE IV

##### Distributions and Allocations

4.1 Distributions. Cash available for distribution shall be distributed at such time as may be determined by the Member.

4.2 Limitation on Distributions. No distribution shall be declared and paid unless, after giving effect thereto, the assets of the Company exceed the Company's liabilities.

4.3 Allocation of Gain or Loss on Liquidation. Net gain or loss realized by the Company upon the sale of all or substantially all of its assets or otherwise in connection with the dissolution and liquidation of the Company shall be allocated to the Member.

#### ARTICLE IVA

##### Certain Tax and Accounting Matters

Each and all of the provisions of Exhibit B annexed hereto and made a part hereof are incorporated herein and shall constitute part of this Agreement. Exhibit B provides for, among other matters, the maintenance of Capital Accounts, the allocation of profits and losses, and the maintenance of books and records.

#### ARTICLE V

##### Rights and Obligations of Members; Meetings

5.1 Liability for Company Debt. No Member shall be personally liable for any debts, losses or obligations of the Company by reason of its being a Member, except to the extent of its Capital Contribution and any obligation to make a Capital Contribution.

5.2 Management by Member. The property, business and affairs of the Company shall be managed by the Member, who shall have full authority, power and discretion to make all decisions with respect to the Company's business, perform any and all other acts customary or incident to such management, and perform such other services and activities set forth in this Agreement in accordance herewith and with the Act. The Member shall have authority to bind the Company with respect to any such act.

5.3 Officers and Agents. The Member may from time to time designate such officers and agents as it may deem necessary to carry out the day-to-day operations of the Company. Such officers and agents need not be Members, and shall have such duties, powers, responsibilities and authority as may from time to time be prescribed by the Member, and may be removed at any time, with or without cause, by the Member.

**5.4 Meetings of Member.** Meetings of the Member may be called by the Member for any purpose or purposes, unless otherwise prescribed by the Act, and shall be held at such times and places within or without the State of Delaware as the Member may from time to time determine.

**5.5 Action without Meeting.** Any action required or permitted to be taken at any meeting of the Member may be taken without a meeting, without prior notice and without a vote, if the Member authorizes such action. Such consents shall be delivered to the Company by hand or by certified or registered mail, return receipt requested, for filing with the Company records. Action taken under this Section 5.5 shall be effective when the Member has signed a consent, unless the consent specifies a different effective date.

**5.6 No Preemptive Rights.** The Member shall not have any preemptive, preferential or other right with respect to (a) making additional Capital Contributions, (b) the issuance or sale of interests by the Company, (c) the issuance of any obligations, evidences of indebtedness or securities of the Company convertible into, exchangeable for, or accompanied by, any rights to receive, purchase or subscribe to, any interests, (d) the issuance of any right of, subscription to or right to receive, or any warrant or option for the purchase of, any of the foregoing, or (e) the issuance or sale of any other interests or securities by the Company.

**5.7 Membership Certificates.** Membership interests may be evidenced by certificates issued by the Company. Nothing contained herein, nor the issuance of any such certificate, shall be deemed evidence of, or an admission that, any interest constitutes a security for any purpose.

## ARTICLE VI

### Dissolution and Termination

**6.1 Events Causing Dissolution and Winding-up.** The Company shall be dissolved and wound up upon the first to occur of the following events:

- (a) the written consent of the Member;
- (b) a Withdrawal Event by the Member;
- (c) the sale or other disposition of all or substantially all of the business or assets of the Company; or
- (d) the entry of a decree of judicial dissolution under Section 802 of the Act.

**6.2 Winding up of the Company.**

(a) If the Company is to be dissolved in accordance with Section 6.1, then the Member or other person selected by the Member (the "Liquidator") shall wind up the affairs of the Company, including by selling or otherwise liquidating the Company assets in a bona fide sale or

sales to third Persons at such prices and upon such terms as they may determine. If the Liquidator determines that an immediate sale would be financially inadvisable, it may defer sale of the Company assets for a reasonable time, or distribute the assets in kind. During the winding up period, the Liquidator may exercise all powers granted to the Member under this Agreement, and may adopt such plan, method or procedure as may be reasonable to effect an orderly winding up.

(b) The proceeds of any liquidation of the Company shall be distributed in the order of priority consistent with the laws of the State of Delaware.

6.3 Certificate of Cancellation. Within ninety (90) days following the dissolution and the commencement of winding up of the Company, or at any other time when there is no Member, the Certificate of Cancellation shall be prepared, executed and filed in accordance with the Act.

6.4 No Obligation to Assignees. Except as otherwise provided in the Act or the laws of the State of Delaware, the Company shall have no liability or obligation to any person other than Member under Section 6.2 or otherwise in connection with the dissolution and liquidation of the Company.

## ARTICLE VII

### Indemnification

7.1 Indemnification. To the fullest extent permitted by applicable law from time to time in effect:

(a) the Company shall indemnify and hold harmless the Member, officers, agents and employees of the Company and their respective directors, trustees, shareholders, officers, employees, and agents, against all costs, liabilities, claims, expenses, including reasonable attorneys' fees, and damages (collectively, "Losses") paid or incurred by any such Person in connection with the conduct of the Company's business; and

(b) each Person who at any time is, or has been, a Member, officer, agent or employee of the Company (an "Indemnitee"), and is threatened to be, or is, made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or it is, or was, a Member, officer, agent or employee of the Company, or is serving, or has served, at the request of the Company as an officer, Member, employee or agent of another Person, shall be indemnified against all Losses actually and reasonably incurred in connection with any such pending, threatened or completed action, suit or proceeding.

7.2 Advancement of Expenses. An Indemnitee shall be entitled to receive, upon application therefor, advances from the Company to cover the costs of defending any pending, threatened or completed claim, action, suit or proceeding against it for Losses in connection with which it would be entitled to indemnification under this Article VII, provided, that such advances shall be repaid to the Company (with interest thereon) if the Indemnitee receiving such advance is found by a court of competent jurisdiction upon entry of a final judgment to have violated any of the standards set forth in Section 7.1 which preclude indemnification hereunder.

7.3 Rights Not Exclusive; Survival. The rights of an Indemnitee set forth in this Article VII shall not be exclusive of any other rights to which it may be entitled, whether by separate agreement or otherwise, nor shall such rights limit or affect any other such rights. All rights of an Indemnitee under this Article VII shall survive the dissolution of the Company and any Withdrawal Event with respect to such Indemnitee, and shall inure to the benefit of his or its heirs, personal representatives, successors and assigns.

## ARTICLE VIII

### Miscellaneous Provisions

8.1 Notices. Except as otherwise set forth herein, any notice, demand or communication required or permitted to be given under this Agreement shall be (a) in writing, (b) delivered by hand, nationally recognized overnight courier service, facsimile or registered or certified mail, postage prepaid, addressed to a party at its mailing address or facsimile number set forth in this Agreement or in the books and records of the Company and (c) deemed to have been given on the date delivered by hand or sent by facsimile, one business day after deposit with such courier service, and three business days after being deposited in the United States mail.

### 8.2 Books of Accounts and Records.

(a) At the expense of the Company, the Member shall maintain at the Company's principal place of business, records and accounts of all operations and expenditures of the Company, including, without limitation, the following records:

(i) a copy of the Certificate of Formation and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any such amendment has been executed;

(ii) copies of the Company's Federal, state and local income tax returns and reports, if any;

(iii) copies of this Agreement, as in effect from time to time;

(iv) any writings or other information with respect to the Member's obligation to contribute cash, property or services to the Company, including, without limitation, the amount of cash so contributed and a description and statement of the agreed-upon fair market value of property or services so contributed or to be contributed;

(v) any financial statements of the Company for the three most recent Fiscal Years;

(vi) minutes of every annual, regular, special and court-ordered meeting of the Member; and



(vii) any written consents obtained from the Member for actions taken by Member without a meeting.

(b) Upon reasonable advance notice, during normal business hours, any Member or its representatives may, at its expense, inspect and copy the records described in Section 8.2(a) for any purpose reasonably related to such Person's interest.

8.3 Application of Delaware Law. This Agreement, and the application or interpretation hereof, shall be governed by and in accordance with the laws of the State of Delaware applicable to agreements made and fully to be performed therein, and specifically the Act.

8.4 Amendments. Except as otherwise required by this Agreement or the Act, this Agreement may be amended by the Member to, among other things, provide for the addition of Members, as necessary.

8.5 Execution of Additional Instruments. The Member hereby agrees to execute such other-and further documents and instruments, including, without limitation, statements of its interests and powers of attorney, as necessary to comply with applicable law or otherwise as reasonably requested by the Member.

8.6 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the neuter gender shall include the feminine and masculine genders and vice versa.

8.7 Headings. The headings in this Agreement are for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions.

8.8 Waivers; Rights and Remedies Cumulative. The failure of any party to pursue any remedy for breach, or to insist upon the strict performance, of any covenant or condition contained in this Agreement shall not constitute a waiver of any such right with respect to any subsequent breach. Except as otherwise expressly set forth herein, rights and remedies under this Agreement are cumulative, and the pursuit of any one right or remedy by any party shall not preclude, or constitute a waiver of, the right to pursue any or all other remedies. All rights and remedies provided under this Agreement are in addition to any other rights the parties may have by law, in equity or otherwise.

8.9 Severability. If any provision, or portion thereof, of this Agreement, or its application to any Person or circumstance, shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement, such provision and their application shall not be affected thereby, but shall be interpreted without such unenforceable provision or portion thereof so as to give effect, insofar as is possible, to the original intent of the parties, and shall otherwise be enforceable to the fullest extent permitted by law.

8.10 Successors and Assigns. All of the covenants, terms, provisions and agreements

contained in this Agreement shall be binding upon, and inure to the benefit of, the party hereto and, to the extent permitted by this Agreement, its respective heirs, legal representatives, successors and assigns.

8.11 Entire Agreement. This Agreement, and the Certificate of Formation, embody the entire understanding concerning the subject matter hereof and supersede any and all prior negotiations, understandings or agreements with respect thereto. To the extent the Act addresses a matter not otherwise addressed by this Agreement, it is the intention of the Member that the provisions of the Act shall apply, but no such application shall otherwise affect any provision of this Agreement.

8.12 No Third Party Beneficiaries. The covenants, obligations and rights set forth in this Agreement are not intended to benefit any creditor of the Company or any other third Person, and except as permitted by applicable law after the obligation to make an additional Capital Contribution has been fixed, or in connection with certain wrongful distributions, no such creditor or other third Person shall, under any circumstances, have any right to compel any actions or payments by the Member or shall, by reason of any provision contained herein, be entitled to make any claim in respect of any debt, liability, obligation or otherwise against the Company or the Member.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

FARADAY, INC.

By: Dennis E. Riley  
Name: Dennis Riley  
Title: President

**EXHIBIT A****Contributed Assets and Liabilities**

[Insert]

**EXHIBIT B****Certain Tax and Accounting Matters****Article I****Allocation of Income and Losses**

**Section 1.1 Allocation of Net Income and Net Losses.** Net income and losses shall be allocated in a manner which reflects the economic terms of the Agreement (including, without limitation, the provisions of Article IV of the Agreement) in accordance with applicable Treasury Regulations. The specific terms of such allocations shall be determined by the Member.

**Article II****Miscellaneous Matters**

**Section 2.1** All federal, state and local income tax returns, if any, and financial and accounting books and records of the Company shall be prepared under the direction of Member, and all tax audits and litigation shall be conducted under the direction of Member. Subject to the foregoing provisions of this Article I, the determination of whether the Company shall make available elections for accounting or federal, state or local income tax purposes shall be made by Member. For purposes of partnership tax treatment pursuant to Section 6231 of the Code, Member qualifies as the "tax matters partner" for the Company (as such term is defined in Section 6231(a)(7) of the Code) and is hereby designated the "Tax Matters Member." The Tax Matters Member shall promptly notify any Member who does not qualify as a "notice partner" within the meaning of Code Section 6231(a)(8) at the beginning and completion of an administrative proceeding level promptly upon notice being received by the Tax Matters Member.

**PLAN OF MERGER**, adopted by Cerberus Pyrotronics, Inc., which is a business corporation of the State of Delaware and is the owner of not less than ninety percent of the outstanding shares of Faraday, Inc., which is a business corporation of the State of Michigan, hereby merges Faraday, Inc. into Cerberus Pyrotronics, Inc. pursuant to the provisions of the Business Corporation Act of the State of Michigan and pursuant to the provisions of the laws of the jurisdiction of organization of Cerberus Pyrotronics, Inc.

1. The separate existence of Faraday, Inc. shall cease upon the effective date of the merger pursuant to the provisions of the Business Corporation Act of the State of Michigan; and Cerberus Pyrotronics, Inc. shall continue its existence as the surviving corporation pursuant to the provisions of the laws of the jurisdiction of its organization.

2. As to each constituent corporation, the designation and number of outstanding shares of each class and series, the specification of the classes and series entitled to vote, and the specification of each class and series entitled to vote as a class are set forth below:

<u>Designation of each outstanding class and series of shares</u>	<u>Number of outstanding shares of each class</u>	<u>Designation of class and series entitled to vote</u>	<u>Classes and series entitled to vote as a class</u>
Common Stock	5	Common Stock	N/A

3. The issued shares of Faraday, Inc. shall not be converted in any manner, but each said share which is issued as of the effective date of the merger shall be surrendered and extinguished.

4. The Certificate of Incorporation of the surviving corporation upon the effective date of the merger in the State of Michigan shall continue to be the Certificate of Incorporation of said surviving corporation and shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the laws of the jurisdiction of its organization.

5. The Board of Directors and the proper officers of Cerberus Pyrotronics, Inc. are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the merger herein provided for.

6. The effective date in the State of Michigan of the merger herein provided for shall be September 30, 1998.

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**FIRST AMENDMENT TO THE  
LIMITED LIABILITY COMPANY AGREEMENT OF  
FARADAY L.L.C.**

First Amendment (the "First Amendment") to the Limited Liability Company Agreement (the "Limited Liability Company Agreement") of Faraday L.L.C., dated October 1, 1998, by the party who has executed the signature page hereto:

**WITNESSETH:**

**WHEREAS**, Faraday, Inc., a Michigan corporation ("Faraday"), formed the Company under the Delaware Limited Liability Company Act, as amended (the "Act"), on September 18, 1998; and

**WHEREAS**, Faraday merged with and into Cerberus Pyrotronics, Inc., a Delaware corporation ("CPI"), the sole shareholder of Faraday, effective as of September 30, 1998; and

**WHEREAS**, CPI merged with and into Cerberus Holdings, Inc., a Delaware corporation ("CHI"), the sole shareholder of CPI, effective as of September 30, 1998; and

**WHEREAS**, Siemens Building Technologies, Inc., a Delaware corporation ("Siemens"), is the successor in interest to CHI and the sole member of the Company as of the date of this First Amendment.

**NOW, THEREFORE**, Siemens hereby amends the Limited Liability Company Agreement as follows:

The Preamble and Section 2.9 of the Limited Liability Company Agreement are hereby amended by deleting the name "Faraday, Inc." and substituting in lieu thereof the name "Siemens Building Technologies, Inc."

**IN WITNESS WHEREOF**, the undersigned executed this First Amendment as of the date first above written.

**SIEMENS BUILDING TECHNOLOGIES, INC.**

By: 

Name: Ronald C. Matson

Title: Vice President

**PLAN OF MERGER**, adopted by Cerberus Pyrotronics, Inc., which is a business corporation of the State of Delaware and is the owner of not less than ninety percent of the outstanding shares of Faraday, Inc., which is a business corporation of the State of Michigan, hereby merges Faraday, Inc. into Cerberus Pyrotronics, Inc. pursuant to the provisions of the Business Corporation Act of the State of Michigan and pursuant to the provisions of the laws of the jurisdiction of organization of Cerberus Pyrotronics, Inc.

1. The separate existence of Faraday, Inc. shall cease upon the effective date of the merger pursuant to the provisions of the Business Corporation Act of the State of Michigan; and Cerberus Pyrotronics, Inc. shall continue its existence as the surviving corporation pursuant to the provisions of the laws of the jurisdiction of its organization.

2. As to each constituent corporation, the designation and number of outstanding shares of each class and series, the specification of the classes and series entitled to vote, and the specification of each class and series entitled to vote as a class are set forth below:

<u>Designation of each outstanding class and series of shares</u>	<u>Number of outstanding shares of each class</u>	<u>Designation of class and series entitled to vote</u>	<u>Classes and series entitled to vote as a class</u>
Common Stock	5	Common Stock	N/A

3. The issued shares of Faraday, Inc. shall not be converted in any manner, but each said share which is issued as of the effective date of the merger shall be surrendered and extinguished.

4. The Certificate of Incorporation of the surviving corporation upon the effective date of the merger in the State of Michigan shall continue to be the Certificate of Incorporation of said surviving corporation and shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the laws of the jurisdiction of its organization.

5. The Board of Directors and the proper officers of Cerberus Pyrotronics, Inc. are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the merger herein provided for.

6. The effective date in the State of Michigan of the merger herein provided for shall be September 30, 1998.

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**PLAN OF MERGER**, adopted by Cerberus Pyrotronics, Inc., which is a business corporation of the State of Delaware and is the owner of not less than ninety percent of the outstanding shares of Faraday, Inc., which is a business corporation of the State of Michigan, hereby merges Faraday, Inc. into Cerberus Pyrotronics, Inc. pursuant to the provisions of the Business Corporation Act of the State of Michigan and pursuant to the provisions of the laws of the jurisdiction of organization of Cerberus Pyrotronics, Inc.

1. The separate existence of Faraday, Inc. shall cease upon the effective date of the merger pursuant to the provisions of the Business Corporation Act of the State of Michigan; and Cerberus Pyrotronics, Inc. shall continue its existence as the surviving corporation pursuant to the provisions of the laws of the jurisdiction of its organization.

2. As to each constituent corporation, the designation and number of outstanding shares of each class and series, the specification of the classes and series entitled to vote, and the specification of each class and series entitled to vote as a class are set forth below:

<u>Designation of each outstanding class and series of shares</u>	<u>Number of outstanding shares of each class</u>	<u>Designation of class and series entitled to vote</u>	<u>Classes and series entitled to vote as a class</u>
Common Stock	5	Common Stock	N/A

3. The issued shares of Faraday, Inc. shall not be converted in any manner, but each said share which is issued as of the effective date of the merger shall be surrendered and extinguished.

4. The Certificate of Incorporation of the surviving corporation upon the effective date of the merger in the State of Michigan shall continue to be the Certificate of Incorporation of said surviving corporation and shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the laws of the jurisdiction of its organization.

5. The Board of Directors and the proper officers of Cerberus Pyrotronics, Inc. are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the merger herein provided for.

6. The effective date in the State of Michigan of the merger herein provided for shall be September 30, 1998.

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6. The effective date in the State of Michigan of the merger herein provided for shall be September 30, 1998.

**CONSENT OF THE SOLE MEMBER  
OF FARADAY L.L.C.**

The undersigned, being the Sole Member of Faraday L.L.C. (the "Company") does hereby take the following actions pursuant to the Delaware Limited Liability Company Act and the Limited Liability Company Agreement of the Company:

**RESOLVED**, that the following individuals be, and hereby are, elected to act as directors of the Company, to serve until their successors are duly elected and qualified: Ronald C. Matson, Chairman, Daniel W. Hislip, Dennis Riley, Daniel Colin and Roy N. Stover; and it is further

**RESOLVED**, that the following individuals be, and hereby are, elected to the offices set forth opposite their names for the Company, to serve until their successors are duly elected and qualified:

<u>Name</u>	<u>Office</u>
Dennis Riley	President
Daniel W. Hislip	Vice President, Secretary and General Counsel
Jack Manders	Vice President, Assistant Secretary
Laura Bearden	Treasurer, Assistant Secretary
Bruce Jones	Vice President of Operations, Assistant Secretary
John Robert Ewing	Vice President of Sales
Roy N. Stover	Vice President, Assistant Treasurer

**RESOLVED**, that the officers and directors of the Company be, and each of them hereby is, authorized and empowered, on behalf of the Company and in its name, to take all actions and do all things necessary or desirable, and to execute all documents, agreements and certificates necessary to carry out the purposes of each of the foregoing resolutions; and it is further

**RESOLVED**, that any and all actions heretofore taken by an officer or director of the Company within the terms of the foregoing resolutions be, and they hereby are, ratified and confirmed as the authorized act and deed of the Company.

**IN WITNESS WHEREOF**, the undersigned, being the Sole Member of the Company, has subscribed its name to this Consent as of the 1<sup>st</sup> day of October, 1998.

**SIEMENS BUILDING TECHNOLOGIES, INC.**

By: 

Name: Ronald C. Matson  
Title: Vice President

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