SEYFARTH, SHAW, FAIRWEATHER & GERALDSON
ATTORNEYS AT LAW

815 CONNECTICUT AVENUE, N.W. - SUITE 500
WASHINGTON, DC 20006-4004
(202) 463-2400
FAX (202) 828-5393

ONE CENTURY PLAZA - SUITE 3300
2029 CENTURY PARK EAST
LOS ANGELES, CA 90067-3063
(310) 277-7200
FAX (310) 201-5219

1270 AVENUE OF THE AMERICAS - SUITE 2500
NEW YORK, NY 10020-1801
(212) 218-5500
FAX (212) 218-5526

101 CALIFORNIA STREET - SUITE 2900
SAN FRANCISCO, CA 94111-5858
(415) 397-2823
FAX (415) 397-8549

55 EAST MONROE STREET - SUITE 4200
CHICAGO, ILLINOIS 60603-5803
(312) 346-8000
FAX (312) 269-8869

WRITER'S DIRECT DIAL
269-8813
(312) _____
E-Mail: perelan@seyfarth.com

400 CAPITOL MALL - SUITE 2350
SACRAMENTO, CA 95814-4420
(916) 448-0159
FAX (916) 558-4839

700 LOUISIANA STREET - SUITE 3850
HOUSTON, TX 77002-2731
(713) 225-2300
FAX (713) 225-2340

ONE ATLANTIC CENTER - SUITE 5050
1201 WEST PEACHTREE STREET
ATLANTA, GA 30309-3400
(404) 892-6412
FAX (404) 892-7056

INTERNATIONAL

AVENUE LOUISE 500, BOITE 8
1050 BRUSSELS, BELGIUM
TELEPHONE (32) (2) 647.60.25
FAX (32) (2) 640.70.71

October 5, 1999

Ms. Marsha Adams
Remedial Enforcement Support Sec., SR-6J
U.S. Environmental Protection Agency
77 W. Jackson Blvd.
Chicago, IL 60604-3590

Ms. Sherry L. Estes
Assistant Regional Counsel
U.S. Environmental Protection Agency
77 W. Jackson Blvd.
Chicago, IL 60604-3590

Re: ***Stickney/Tyler & XXKem Sites***

EPA Region 5 Records Ctr.
340044

Dear Ms. Adams and Estes:

This letter is submitted on behalf of Hanson North America, Inc, now known as Hanson Building Materials America, Inc. ("Hanson"). Hanson previously received notice of your claim that Hanson could be held liable for all or a portion of U.S.EPA's outstanding response costs regarding the above-referenced CERCLA Sites. In response, Hanson, at your request, entered into a tolling agreement to allow the parties additional time to evaluate the merits of the asserted claim. We previously advised U.S.EPA that Hanson was not a successor-in-interest to the liabilities of the Dura Corporation, a Michigan corporation. We have now completed our review of publicly available records to confirm our position. Relevant documents are provided herewith.

Apparently, in naming Hanson as a PRP, U.S.EPA relied on erroneous information provided to you by certain plaintiffs or their counsel in pending civil litigation, *Stickney/Tyler Administrative Group v. Earl Scheib of Ohio, Inc. et al.,* No. 3:98CV7538 (N.D. Ohio). The failure of plaintiffs, or plaintiffs' counsel, to undertake due inquiry as required by Rule 11 of the Federal Rules of Civil Procedure has caused both U.S.EPA and Hanson to waste time and incur needless expense. Indeed, the information we provide to you would have been revealed by any diligent search of public records.

We ask that U.S.EPA send to Hanson a letter confirming that U.S.EPA no longer considers Hanson to be a PRP to the above CERCLA sites. Moreover, so that the public is not mislead to the detriment of Hanson's constitutionally protected interests, please additionally confirm that U.S.EPA has or will correct all of its databases where Hanson has been incorrectly identified as a PRP to the sites. We are prepared to meet with representatives of U.S.EPA to discuss any of the information provided herein.

The enclosed records trace the corporate history of Dura Corporation. These records indicate that Dura Corporation, a Michigan Corporation ("Michigan Dura") conducted manufacturing operations from a facility located at 4500 Detroit Street, Toledo, Ohio, but dissolved in 1967.[1] Information developed by plaintiffs indicate that only waste generated *before* 1966 found its way to either the Stickney or Tyler landfills. Accordingly, the only entity that could have CERCLA liability was long dead by the time that CERCLA was enacted, and the case law is clear that such entity can not now be liable under CERCLA. See, *Levin Metals Corp. v. Parr-Richmond Terminal Co.*, 817 F.2d 1448 (9th Cir. 1987).

In the year prior to its dissolution, Michigan Dura appears to have sold certain assets to W.K. Corporation, a New York corporation and a wholly-owned subsidiary of Walter Kidde & Company, also a New York corporation at that time.[2] W.K. Corporation obtained certain assets of Michigan Dura and under corporate law principles would not be liable for any liabilities of Michigan Dura except those expressly assumed by contract. W.K. Corporation, however, did not contractually assume any CERCLA liability; to the contrary, under the purchase agreement it agreed to assume only certain liabilities existing as of the 1966 closing date.[3] Of course, no CERCLA liability existed "at closing," since the statute was enacted over a decade later. *Chrysler Corp. v. Ford Motor Co.*, 972 F. Supp. 1097, 1108 (E.D.Mich. 1997).

Similarly, there is no basis to suggest that W.K. Corporation (which subsequently changed its name to Dura Corporation, a New York corporation) should succeed to *any* liability of Michigan Dura under the exceptions to the general rule that an asset purchaser is not liable for the asset seller's liabilities. Even if an exception such as the *de facto* merger doctrine did apply, however, this exception would be of no value regarding U.S.EPA's claim. Naturally, a company can not succeed to a greater liability than that to which the selling corporation is subject. Where CERCLA liability cannot attach to the asset seller (here, Michigan Dura), there is no liability to which the asset purchaser can "succeed." *Chrysler Corp. v. Ford Motor Co.*, 972 F. Supp. 1097, 1108 (E.D.Mich. 1997).

Although W.K. Corporation cannot legally be held liable for the disposal practices of Michigan Dura, to ensure completeness of this response, we outline the corporate history of both W.K. Corporation and its parent, Walter Kidde & Company, on the attached Exhibit A and provide supporting public records. As you will see, Hanson has no relationship to these entities or any of their legal successors.

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1 *See* HNA00253 to HNA00254; HNA00257 to HNA00258; Mich. Gen. Corp. Act, Sec. 450.75.

2 *See* HNA00001 to HNA00023.

3 *See* id. at Section 2(b) [HNA00002] and Section 6 [HNA00004].

In conclusion, it appears that neither W.K. Corporation nor its parent can be held liable for the disposal practices of Michigan Dura, but in any event Hanson is an unrelated entity. Accordingly, we ask you to provide us with a letter confirming that U.S.EPA no longer considers Hanson to be a PRP to the above CERCLA sites, and, equally important, that U.S.EPA confirm that it will or has corrected all of its databases where Hanson has been incorrectly identified as a PRP to the sites.

Very truly yours,

SEYFARTH, SHAW, FAIRWEATHER & GERALDSON

By

Andrew H. Perellis

AHP/bdp

Enclosures

cc: Dave Musel, Department of Justice
Wendy L. Carney, Branch Chief, Remedial Response Branch #1, U.S. EPA
Jane E. Montgomery, Schiff, Hardin & Waite

10060901.2

EXHIBIT A

History of Dura Corporation, a Michigan corporation ("Michigan Dura")		
Date	**Activity**	**Related Documents**
September 1922	Detroit Harvester Company is incorporated under Michigan law	HNA00204 to HNA00208
July 1959	Detroit Harvester Company changed its name to Dura Corporation, a Michigan corporation	HNA00244 to HNA00245
August 1966	Michigan Dura sells certain assets to W. K. Corporation, a New York corporation.	HNA00001 to HNA00023
November 1966	Michigan Dura changed its name to Harvester Liquidation, Inc.	HNA00253 to HNA00254
March 1, 1967	The existence of Harvester Liquidation, Inc. terminates by expiration of term.	HNA00253
April 17, 1967	Harvester Liquidation, Inc. liquidates its assets and legally dissolves pursuant to statute which provides that "[a]ll corporations whose charters have expired by . . . dissolution . . . shall nevertheless continue to be bodies corporate for the further term of 3 years from such . . . dissolution . . . for the purpose of prosecuting and defending suits for or against them. . . ."	HNA00257 to HNA00258 Mich. Gen. Corp. Act, Sec. 450.75

* The provided documents identified as "HNA00xxx" are a subset of those produced in discovery to plaintiffs in *Stickney/Tyler Administrative Group v. Earl Scheib of Ohio, Inc. et al.*, No. 3:98CV7538 (N.D. Ohio).

History of W.K. Corporation, a New York corporation		
Date	**Activity**	**Related Documents**
November 1966	W.K. Corporation is incorporated in New York. W.K. Corporation is a wholly-owned subsidiary of Walter Kidde & Company, a New York corporation. W.K. Corporation changed its name to Dura Corporation, a New York corporation.	HNA00025 to HNA00029 HNA00030
March 1982	Dura Corporation, a New York corporation, changed its name to Lucca Liquidating, Inc., a New York corporation.	HNA00098 to HNA00099
June 1982	Lucca Liquidating, Inc. changed its name to Marlinca Corporation, a New York corporation.	HNA00100 to HNA00102
February 1984	Marlinca Corporation dissolves after assigning assets to its parent, Kidde, Inc.	HNA00107 to HNA00110

* The provided documents identified as "HNA00xxx" are a subset of those produced in discovery to plaintiffs in *Stickney/Tyler Administrative Group v. Earl Scheib of Ohio, Inc. et al.*, No. 3:98CV7538 (N.D. Ohio).

History of Walter Kidde & Company		
Date	**Activity**	**Related Documents**
pre-July 1968	Walter Kidde & Company was a New York corporation (incorporated in 1917)	
July 1968	Walter Kidde & Company, a New York corporation, merged into W.K. 3 Corporation, a Delaware corporation incorporated in March 1968, which thereupon changed its name to Walter Kidde & Company, a Delaware corporation.	HNA00259 to HNA00261
April 1980	Walter Kidde & Company, a Delaware corporation, changed its name to Kidde, Inc., a Delaware corporation.	HNA00259 to HNA00261
March 1988	Kidde, Inc., a Delaware corporation, was merged into Bloom-1, Inc., a Delaware corporation, then renamed Kidde, Inc. Subsequently, Kidde, Inc. (formerly Bloom-1) merged into HIMP-2, Inc., a Delaware corporation, then renamed Kidde, Inc.	HNA00111 to HNA00116 HNA00117 to HNA00122
April 1988	Kidde, Inc. (formerly HIMP-2, Inc.) merged into HKID-45, Inc., and was thereafter named Kidde Industries, Inc., a Delaware corporation.	HNA00262 to HNA00265
September 1996	KH 2 Inc., a Delaware corporation and indirect subsidiary of Hanson PLC comes to own all of the shares of Kidde Industries, Inc. **Note:** Hanson PLC is *not* the same a Hanson North America, Inc.	

* The provided documents identified as "HNA00xxx" are a subset of those produced in discovery to plaintiffs in *Stickney/Tyler Administrative Group v. Earl Scheib of Ohio, Inc. et al.*, No. 3:98CV7538 (N.D. Ohio).

UNITED STATES OF AMERICA

The State of Michigan

Michigan Department of Consumer and Industry Services

Lansing, Michigan

This is to Certify that the Annexed copy has been compared by me with the record on file in this Department and that the same is a true copy thereof.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 8th day of September, 1999.

HNA00204

Julie Croll, *Director*

Corporation, Securities and Land Development Bureau

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GOLD SEAL APPEARS ONLY ON ORIGINAL

(CORPORATION FOR PECUNIARY PROFIT)

ARTICLES OF ASSOCIATION

OF

DETROIT HARVESTER COMPANY

We, the undersigned, desiring to become incorporated under the provisions of Act No. 84 of the Public Acts of 1921, entitled "An act to provide for the organization, regulation and classification of domestic corporations; to prescribe their rights, powers, privileges and immunities, to prescribe the conditions upon which corporations may exercise their franchises," etc., do hereby make, execute and adopt the following articles of association, to-wit:

ARTICLE I.

The name assumed by this association, and by which it shall be known in law, is

Detroit Harvester Company

ARTICLE II.

This corporation intends to proceed under Sec. I, Chapter I, Part I, of the above act.

ARTICLE III.

The purpose or purposes of this corporation are as follows:

To manufacture, buy, sell and deal in all manner of harvesting machinery, equipment, parts, accessories or other mechanical devices and in general to do a general manufacturing business and all things necessary or in any wise appertaining thereto.

ARTICLE IV.

Principal place where company will operate is Detroit in the county of Wayne, State of Michigan

Address of main office in Michigan is 6535 Livernois Ave., Detroit, Mich.
(Street and number) (City)

Address of main office outside of Michigan is none

ARTICLE V.

The total capital stock authorized is Five Hundred Thousand dollars and Fifty Thousand shares of no par value.

The amount subscribed is One Thousand dollars and no shares of no par value.

The amount paid in is One Thousand dollars.

The number of shares of common stock is Fifty Thousand of the par value of Ten (10) dollars each.

~~The number of shares of preferred stock is ..... of the par value of ..... dollars each.~~

~~The preferred stock shall be subject to redemption at par on the ..... day of ..... A. D., 19..., and the holder shall be entitled to a dividend of ..... per cent per annum, payable ..... which shall be cumulative and payable before any dividend shall be set apart or paid on the common stock. The preferred stockholders shall ..... be entitled to vote for directors.~~

The number of shares of non-par value stock is Fifty Thousand; the price of each is One dollars.

Classes of no par value stock, basis of such classification, with number of shares in each class:

None

Non-par shareholders shall ----- be entitled to vote for directors.

HNA00205

GOLD SEAL APPEARS ONLY ON ORIGINAL

Such shareholders shall be entitled to participate in dividends or assets of the corporation as follows:

2 ratably with the Common stock as a class as provided by the by-laws of the company

Other classes, if any,

none

Amount of common stock, paid for in cash is One Thousand dollars, and no dollars has been paid in other property, ~~the description and valuation at which each item is taken, is as follows, viz.:~~

~~Amount of preferred stock, paid for in cash is dollars, and dollars has been paid for in other property, the description and valuation at which each item is taken, is as follows, viz.:~~

Amount of non-par value stock, paid for in cash is None dollars, and None dollars has been paid in other property ~~the description and valuation at which each item is taken, is as follows, viz.:~~

The amount of actual capital, in cash or property or both, which this corporation owned and possessed at the time of executing these articles is One Thousand dollars.

ARTICLE VI.

The term of this corporation is fixed at Thirty years.

ARTICLE VII.

Names of stockholders, their residences and shares subscribed by each are:

NAMES	RESIDENCE (Give street address in cities)	NO. OF SHARES Com.	~~Pref.~~	~~Non-Par Value~~
Ralph B. Otwell	6535 Livernois Ave. Detroit	98		
Grant L. Cook	120 Philadelphia W. Detroit	1		
Christian F. Matthews	140 Market St. Mt. Clemens	1		

HNA00206

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ARTICLE VIII.

The names and addresses of officers and directors (or an attorney in fact) for the first year of the corporation's existence are as follows:

NAME	OFFICE	ADDRESS
George H. Klein	Attorney in fact	2303 First National Bank Detroit, Michigan.

~~ARTICLE IX.~~

~~Any special statement or statements pertaining to the primary organization of this corporation and not included in the foregoing requirements may be set forth under this article.~~

In Witness Whereof, We, the parties designated, as provided by law, by the parties associating as shown under Article VII of these articles, for the purpose of giving legal effect to these articles, hereunto sign our names this 15th day of September A. D., 1922

Ralph B. Otwell
Grant L. Cook
Christian F. Matthews

STATE OF MICHIGAN,
County of Wayne } ss.

On this 15th day of September A. D., 1922, before me, a Notary Public in and for said County, personally appeared

Ralph B. Otwell
Grant L. Cook
Christian F. Matthews

known to me to be the persons named in, and who executed the foregoing instrument, and severally acknowledged that they executed the same freely and for the intents and purposes therein mentioned.

Hilda Wiggert
Notary Public Wayne County, Michigan

My commission expires October 11, 1925

Corporation Division
SEP 16 1922
RECEIVED BY
V 15 S P

Filed Sept. 16-1922

HNA00207

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HNA00208

ORIGINAL

Form 276—4-1-22—5M

ARTICLES OF ASSOCIATION

(CORPORATION FOR PECUNIARY PROFIT)

OF THE

.....

.....

Under Act No. 84, Public Acts of 1921.

(This blank prepared by Charles J. DeLand, Secretary of State.)

RECEIVED

SEP 15 1922

DEPARTMENT OF STATE

FILED

SEP 16 1922

Charles J. DeLand

SECRETARY OF STATE

CORPORATION DIVISION
DEPARTMENT OF STATE
LANSING, MICHIGAN

INSTRUCTIONS FOR EXECUTING AND FILING ARTICLES OF ASSOCIATION OF CORPORATIONS FOR PECUNIARY PROFIT.

It is provided by "Section 1. Any number of persons, not less than three, may incorporate for the purpose of carrying on any lawful business for pecuniary gain. Such corporations shall be known as 'Corporations for pecuniary profit.' "

Every corporation shall declare in its articles the section of this act under which it intends to proceed. The articles of incorporation shall in all cases be made on suitable and uniform blanks signed by the persons associating. Three or more of the persons associating, if there be more than three, may be designated to represent all those associating and sign and acknowledge the articles, and a copy of the resolutions designating such persons shall accompany the articles.

Such articles in triplicate, shall be sent to the office of the Secretary of State where the original, after approval, shall be filed. The two remaining sets shall be returned to the incorporators or their representative, certified to by the Secretary of State as being true copies of the original on file. No such articles shall be approved for filing by the Secretary of State unless and until they comply with this act. The filing, franchise and certificate fees required by law shall in all cases accompany the articles. One of the certified copies so returned to the incorporators shall be filed in the office of the county clerk of the county in which such corporation maintains its principal business office. Upon such filing in the office of the Secretary of State the company or association shall be deemed a body corporate within the meaning of the laws of this State, and the Secretary of State shall thereupon issue his written authority to such corporation to commence its business. The Secretary of State and the several county clerks receiving such articles for filing, shall each certify upon every such articles and upon all amendments filed by them, the time when they were received and filed.

The term of existence of every corporation shall be not more than thirty years.

The incorporators in the first instance may elect such provisional officers and directors as they shall agree upon by majority vote; and in such case such provisional officers shall have the necessary authority to act for the incorporators in all matters relating to complying with this chapter as to filing the articles.

It shall be the duty of the Secretary of State to prepare various forms suitable and convenient for executing and filing articles of the principal classes of corporations authorized to be incorporated under this act; and further forms for amendments to the same, and for all reports required to be made by such corporations to the Secretary of State or the county clerks. Such forms may be obtained from the Secretary of State upon application therefor.

The price per set of three blanks is twenty-five cents. At the time of filing its articles the corporation shall pay to the Secretary of State, as an organization fee and for the privilege of exercising its franchises within this State, a sum equal to one mill upon the dollar for each dollar of the authorized capital stock of such corporation. In no case shall the organization fee be less than twenty-five dollars. For filing, examining and certifying articles a fee of five dollars shall be paid.

Under the provisions of Sec. 2, Chap. 1, part II, of the act, if there be issued part-paid stock in payment of property conveyed to the association such fact must be shown in the articles.

As provided by sub-division 2, Chap. 2, part II, of the act, the requirements governing the issue of shares of non-par value stock must be set forth in the articles.

Because of the necessity of uniformity in the filing of articles under this act it is urgently requested that the blanks furnished by the office of the Secretary of State be used in all cases.

The statute requires that the filing, organization and certificate fees required by law shall in all cases accompany the articles.

Uncertified checks will not be accepted.

STATE OF MICHIGAN,

County of..... } ss.

.....

.....

.....

and.....

being duly sworn do depose and say that they are three of the organizers of the.....

.....

.....

whose articles of association are hereto attached; that they know the property described in Article Five of such articles of association and taken in payment for capital stock, and that the same has been actually transferred to such corporation, and further say that said property is of the actual value of.....

.....DOLLARS,

and that stock valued at.....

.....DOLLARS

has been issued for the same.
And further say not.

Sign here. .....

.....

.....

Subscribed and sworn to before me this.....

day of.....A. D. 19.....

.....

.....

.....

My commission expires.....

GOLD SEAL APPEARS ONLY ON ORIGINAL

I

FORM 16

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

DETROIT HARVESTER COMPANY

(Corporate Name)

a Michigan corporation, whose registered office is located at 21800 (No.) Greenfield Road (Street)

Oak Park (City) 37 (Zone) Oakland (County) Michigan, certifies pursuant to the provisions of Section 43 of Act No. 327 of the Public Acts of 1931, as amended, that at a meeting of the Shareholders (Shareholders or members) of said corporation called for the purpose of amending the articles of incorporation, and held on the 27th day of July, 1959, it was resolved by the vote of {the holders of a majority of the shares} of each class entitled to vote

~~and by {a majority of the shares / two-thirds of the shares / a majority of the members} of each class whose rights, privileges or preferences are changed,~~

that Article No. I of the Articles of Incorporation is amended to read as follows, viz.:

ARTICLE I.

The name of the corporation is DURA CORPORATION.

HNA00244

FORM 16

NOTE: *Sec. 43, amended by Act 155, P. A. 1953, provides:
"* * * That any amendment which impairs the preemptive right of the holders of shares of any class of capital stock entitled to such right shall be approved by the vote of the holders of 2/3 of the shares of each such class * * *."

GOLD SEAL APPEARS ONLY ON ORIGINAL

39 ✓

II

Signed on July 28, 1959

DETROIT HARVESTER COMPANY
(Corporate Name)

(Corporate Seal if any)

BY J. Thomas Smith
(President ~~or Vice-President~~)

Mac Olin Carmant
(Secretary ~~or Assistant Secretary~~)

STATE OF MICHIGAN
COUNTY OF Oakland } ss.

On this 28th day of July, 1959 before me appeared

J. Thomas Smith
(Name of President ~~or Vice President~~)

to me personally known, who, being by me duly sworn, did say that he is the president ~~or vice-president~~

of Detroit Harvester Company,
(Corporate Name)

which executed the foregoing instrument, and that *[the seal affixed to said instrument is the corporate seal of said corporation, and that] said instrument was signed *[and sealed] in behalf of said corporation by authority of its board of directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.

*If corporation has no seal strike out the words in brackets and add at end of acknowledgment the following: "and that said corporation has no corporate seal".

David Pampu
(Signature of Notary)

~~Notary Public for~~ DAVID PAMPU
~~Notary Public, Wayne County, Mich.~~ ~~County,~~
~~State of Michigan~~ Acting in Oakland County, Mich.
My Commission Expires Mar. 16, 1962

~~My Commission expires~~

(Notarial seal required if acknowledgment taken out of State)

Filing Fee $5.00

MICHIGAN CORPORATION AND SECURITIES COMMISSION

JUL 30 1959

Compared by

RECEIVED JUL 30 1959

MICHIGAN CORPORATION AND SECURITIES COMMISSION

ORIGINAL

CERTIFICATE OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
DETROIT HARVESTER COMPANY
(Please type or print corporate name)

Under Act No. 327, Public Acts of 1931, as amended.

(This blank prepared by Michigan Corporation and Securities Commission.)

FILED
JUL 31 1959
Michigan Corporation and Securities Commission

HNA00245

Mail Three Signed and Acknowledged Copies To:
Michigan Corporation and Securities Commission
P. O. Box 898 Lansing 4, Michigan

Filing Fee $5.00

Form 16 - 12-4-57 - 10M

GOLD SEAL APPEARS ONLY ON ORIGINAL

AGREEMENT AND PLAN OF REORGANIZATION

AGREEMENT AND PLAN OF REORGANIZATION dated August 9, 1966 (the "Agreement") between Walter Kidde & Company, Inc., a New York corporation ("KIDDE"), and Dura Corporation, a Michigan corporation ("DURA").

WITNESSETH:

A plan of reorganization pursuant to the provisions of Section 368(a)(1)(C) of the Internal Revenue Code of 1954, as amended, is hereby adopted to be effected by the acquisition by a wholly-owned subsidiary of KIDDE ("KIDDE's Subsidiary") of all of the assets of DURA solely in exchange for KIDDE's Series A Convertible Cumulative Preference Shares, par value $1.00 ("KIDDE Preference Shares"), and the assumption by KIDDE's Subsidiary of the liabilities and obligations of DURA (as hereafter described in this Agreement), followed by the dissolution and complete liquidation of DURA, all in the manner and subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, to consummate such plan of reorganization and in consideration of the mutual covenants, agreements, representations and warranties herein contained, the parties hereto agree as follows:

1. *Exchange by Dura.* At the Closing (as defined in Section 4 hereof) DURA will validly sell, transfer, assign, convey and deliver to KIDDE's Subsidiary all of the assets of DURA of every type and description, real, personal and mixed, and its business as a going concern, its good will and including, without limitation, all cash on hand and in banks, stocks, bonds, and other securities, the exclusive right to use the name "DURA", trademarks, trade names, brand names, patents and patent applications and interests thereunder, licenses, including patent licenses, inventions, processes, "know-how", formulae, compositions, drawings, trade secrets, plans, files, notebooks and records relating to research, engineering and development, the subject matter of research, engineering and development activities, production data, shop rights, customers' lists and information relating to customers, real estate and interests therein (including leaseholds and all other interests), machinery, equipment, motor vehicles, supplies, notes and accounts receivable, books and records, inventories of raw materials, work in process, finished products and supplies, fixtures, contracts, claims of every description including claims for tax refunds, any restrictive covenants and obligations of former officers and employees, franchises, funds of whatever nature including escrow and security deposits, if any, and all other property and rights of every kind and nature, tangible or intangible, owned by DURA as of the Closing whether or not specifically referred to in this Agreement, excepting, however, the minute book and stock records of DURA and the funds retained by DURA in accordance with Section 3 hereof. The assets and business of DURA to be transferred to KIDDE's Subsidiary hereunder are hereinafter called the "DURA Assets".

Without limiting the generality of the foregoing, DURA Assets shall include all of the assets, properties and rights reflected on the Balance Sheet of DURA as at July 31, 1965, as certified by Messrs. Peat, Marwick, Mitchell & Co., independent certified public accountants, hereinafter referred to as "the Dura Balance Sheet", except such assets, properties and rights (i) as may have been disposed of since July 31, 1965, and prior to the Closing in the ordinary course of business or applied to the payment of debts and liabilities of DURA, (ii) as may have been disposed of on and after the date hereof and prior to the Closing as permitted by Section 7 hereof, or (iii) as may have been disposed of with the express written consent of KIDDE.

2. *Exchange by* KIDDE. At the Closing, in full consideration of such transfer, conveyance and delivery,

(a) KIDDE will deliver to DURA a certificate for such whole number of KIDDE Preference Shares as equals four-tenths (.4) of a KIDDE Preference Share for each one (1) share of DURA Common

Stock issued and outstanding at the Closing, less four-tenths (.4) of a KIDDE Preference Share for each one (1) share of DURA Common Stock held by DURA shareholders who have objected to the sale of DURA Assets and demanded payment for their stock as provided in Section 44 of the Michigan General Corporation Act ("DURA Dissenters"). If DURA is entitled to a fractional share of KIDDE Preference Stock pursuant to this Agreement, the total number of shares of KIDDE Preference Stock delivered to DURA shall be rounded to the next nearest number of shares not involving a fraction.

(b) KIDDE's Subsidiary will deliver to DURA an undertaking of assumption and agreement to pay or discharge all liabilities and obligations of DURA of any kind, character or description, whether accrued, absolute, contingent or otherwise (and whether or not reflected or reserved against on the Dura Balance Sheet) of DURA as the same shall exist at the Closing, except (i) debts, expenses, obligations and liabilities of DURA in connection with the making and performance of this Agreement as set forth in Section 3 hereof, (ii) any liabilities of DURA to its shareholders as such, (iii) liabilities for any federal or state tax based upon or measured by income which may be asserted against DURA's shareholders as a result of the transactions provided for herein, and (iv) any liabilities or obligations under any agreements, as amended, to which DURA, its officers, directors or shareholders are parties requiring any of them to purchase or redeem shares of DURA Common Stock;

(c) KIDDE will assume DURA's obligations to issue DURA Common Stock under options outstanding under DURA's 1953 and 1964 Stock Option Plans and will substitute for the shares of DURA Common Stock subject to options outstanding under such Plans as of the Closing shares of KIDDE Preference Stock at the rate of four-tenths (.4) of a share of KIDDE Preference Stock for each share of DURA Common Stock and at a price per share equal to the option price (as adjusted for stock dividends and stock splits) per share of DURA Common Stock multiplied by 2.5 (or for such lesser number of shares or such higher price as may be necessary to satisfy the requirements of Section 425(a) of the United States Internal Revenue Code of 1954); KIDDE agrees that options outstanding under the Plans will continue in full force and effect after the Closing notwithstanding any provision in such Plans to the contrary; and

(d) KIDDE will assume the obligation of DURA to deliver DURA Common Stock under DURA's Bonus Plan for Salaried Employees and shall substitute for the shares of DURA Common Stock that DURA is obligated to deliver under such Plan in payment of deferred installments of bonus awards KIDDE Preference Stock at the rate of four-tenths (.4) of a share of KIDDE Preference Stock for each share of DURA Common Stock.

3. *Expenses Relating to Dissolution and Liquidation of* DURA. DURA shall retain as of the Closing cash in an amount equal to the sum of the following:

(a) any declared but unpaid dividend on DURA's Common Stock, such dividend having been declared subject to Section 7(d) hereof;

(b) an amount equal to amounts payable to DURA Dissenters, if any; and

(c) $225,000 to be applied to payment of DURA's expenses in connection with the consummation of this Agreement, including without limitation,

(i) all taxes whether United States (federal, state or local) or foreign;

(ii) reasonable counsel and accountant fees;

(iii) expenses of conveyance, transfer, assignment and delivery of the assets, properties, business and good will of DURA to KIDDE and the filing and recording of the documents effecting the same; and

(iv) actual expenses of dissolution and distribution of KIDDE Preference Shares to DURA shareholders.

(v) any finder's fee payable by DURA in connection with the transactions contemplated by this Agreement.

If the amount of cash retained by DURA is in excess of the amount required to pay such dividends, such DURA Dissenters, and such expenses, the excess shall be paid over by DURA to KIDDE's Sub-

sidiary as promptly as practicable but not later than July 31, 1967. If the amount of cash required to pay such dividends, such DURA Dissenters, and such expenses is in excess of the amount retained, KIDDE's Subsidiary shall return to DURA an amount of cash equal to such excess, but, in no event, shall the amount of cash to be returned by KIDDE's Subsidiary, when added to the amount of cash retained by DURA, reduce the net assets conveyed, transferred, assigned and delivered to KIDDE's Subsidiary to an amount less than 90% of the net value of DURA's Assets.

4. *Closing.* The Closing hereunder will be held at a place to be designated by KIDDE at 11:00 A. M. on a day not later than the 30th day after the occurrence of the last of the following events:

(a) approval of this Agreement by the shareholders of DURA at a meeting duly called and held;

(b) approval of this Agreement by the shareholders of KIDDE at a meeting duly called and held;

(c) the receipt of the tax ruling specified in paragraph (f) of Section 13 of this Agreement.

Such time and date are referred to in this Agreement as the "Closing".

5. DURA's *Obligations at Closing; Further Assurances.* At the Closing, DURA will deliver to KIDDE's Subsidiary:

(a) such good and sufficient deeds, bills of sale, endorsements, assignments and other good and sufficient instruments of conveyance, sale and transfer, in form and substance satisfactory to KIDDE's counsel, as shall be required or desirable in order effectively to vest in KIDDE's Subsidiary all DURA's right, title and interest in and to all of the DURA Assets. To the extent that the assignment of any contract, license, lease, commitment or undertaking to be assigned to KIDDE's Subsidiary as provided herein shall require the consent of the other party thereto, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof, but DURA agrees that it will use its best efforts to obtain the written consent of the other parties to all such contracts, licenses, leases, commitments, and undertakings to the assignment thereof to KIDDE's Subsidiary, and if such consent is not obtained, DURA will cooperate with KIDDE's Subsidiary in any reasonable arrangement designed to provide for KIDDE's Subsidiary the benefits under any such contracts, licenses, leases, commitments, and undertakings, including enforcement, for the benefit of KIDDE's Subsidiary, of any and all rights of DURA against the other party thereto arising out of the breach or cancellation by such other party or otherwise;

(b) and at any time or times after the Closing, DURA shall at the request of KIDDE also take all action necessary to put KIDDE's Subsidiary in actual possession and operating control of the DURA Assets and shall at any time execute and deliver such further instruments of conveyance, sale and transfer and take such other action as KIDDE may request in order to convey, sell and transfer more effectively to KIDDE's Subsidiary any of the DURA Assets, to confirm the title of KIDDE's Subsidiary thereto and to assist KIDDE's Subsidiary in exercising rights with respect thereto;

(c) evidence, in form satisfactory to KIDDE's counsel, that this Agreement and the dissolution and liquidation of DURA have been duly authorized in accordance with the laws of the State of Michigan by the requisite vote of DURA shareholders and evidence as to the number of holders of the issued and outstanding shares of DURA Common Stock who have objected to the sale and demanded payment for their shares;

(d) a certified copy of the resolution of DURA's Board of Directors authorizing the execution, delivery and consummation, and ratifying the acts of the officers and employees of DURA in implementing, this Agreement.

6. KIDDE's *Obligations at Closing.* At the Closing, KIDDE will issue and deliver to DURA:

(a) a certificate, registered in the name of DURA, for the number of KIDDE Preference Shares required to be delivered by Section 2(a) of this Agreement;

(b) appropriate evidence that the KIDDE Preference Shares delivered to DURA hereunder are listed, subject to official notice of issuance, on the American Stock Exchange or the New York Stock Exchange if KIDDE Stock is then listed on such latter Exchange; KIDDE agrees to use its best efforts to effect and maintain such listing;

(c) evidence in form satisfactory to DURA's counsel, that this Agreement has been duly authorized in accordance with the laws of the State of New York, by the requisite vote or votes of KIDDE shareholders;

(d) a certified copy of the resolution of KIDDE's Board of Directors authorizing the execution, delivery and consummation, and ratifying the acts of the officers and employees of KIDDE in implementing, this Agreement.

At the Closing, KIDDE's Subsidiary will deliver to DURA an instrument setting forth the obligations of KIDDE's Subsidiary described in Section 2(b) of this Agreement.

7. Obligations of DURA *Prior to Closing.* DURA agrees that after the date hereof and until the Closing:

(a) DURA and its subsidiaries will carry on their business in a good and diligent manner consistent with prior practice and DURA and its subsidiaries will use their best efforts to preserve their respective business organizations intact, to keep available to KIDDE the services of all of the present officers, employees, agents and representatives (except that they may terminate employment for cause), and to preserve for KIDDE the good will of suppliers, customers, clients and others having business relations with DURA and its subsidiaries.

(b) DURA and its subsidiaries will each maintain its corporate existence and good standing in its state of incorporation and in each state in which it is qualified to do business and each will not amend its Articles of Incorporation except as may be necessary to carry out this Agreement.

(c) No change will be made in the authorized capital stock of DURA or its subsidiaries nor shall any rights, warrants or options relating thereto be issued; no shares of authorized capital stock of DURA or shares of capital stock of DURA held in its treasury shall be issued or delivered except pursuant to the terms of stock options now outstanding as set forth in Schedule C, which DURA is delivering to KIDDE as of the date hereof, or except pursuant to bonus awards made under DURA's Bonus Plan for Salaried Employees for the fiscal year ending July 31, 1966 or any year prior thereto under such Plan as constituted on the date hereof.

(d) No dividend or other distribution except DURA's usual $.20 quarterly dividend will be declared, set aside or paid on or in respect of the capital stock of DURA, nor will DURA directly or indirectly redeem, retire, purchase or otherwise reacquire any of its shares of stock.

(e) Except with KIDDE's prior written consent (which shall not be unreasonably withheld):

(i) no general or unusual increase will be made in compensation or rate of compensation payable or to become payable to hourly employees or salaried employees, except pursuant to contracts in existence as of the date hereof;

(ii) no bonus, profit sharing, retirement, insurance, death, fringe benefits or other extraordinary compensation shall accrue, be set aside or be paid to any officer or employee of DURA or its subsidiaries, except as required by DURA's pension, profit sharing and bonus plans as presently constituted, copies of which have been delivered as *Schedule K,* and no plan other than those now in effect providing therefor shall be adopted by DURA or its subsidiaries.

(f) Except with KIDDE's prior written consent (which consent shall not be unreasonably withheld), DURA and its subsidiaries will not waive any right or cancel any material debt or claim nor will it assume or enter into any contract, lease, license, obligation, indebtedness, commitment, purchase or sale or do any act or thing except in the ordinary course of business.

(g) Except with KIDDE's prior written consent (which consent shall not be unreasonably withheld), DURA and its subsidiaries will not enter into or assume any mortgage, pledge, conditional sale or other title retention, agreement, lien, encumbrance or charge of any kind upon any of its assets, whether now owned or hereafter acquired, or create or assume any obligation for borrowed money (except borrowings with maturities of a year or less, which shall not exceed $5,000,000.00 outstanding at any one time), or make any loans or advances to, or assume, guarantee, endorse, or otherwise become liable with respect to the obligations, stock or dividends of, any person, firm, association or corporation or make any capital contributions to any corporation, or commit for any capital expenditure whatever in excess of $2,000,000.00 for any one item, or abandon or sell any of its capital assets; provided, however, that nothing in this subparagraph (g) contained shall be deemed to require KIDDE's prior written consent to sales in the ordinary course of business of products on conditional sale, chattel mortgage or other title retention agreement or the abandonment in the ordinary course of business of any equipment.

(h) No change will be made effecting DURA's and its subsidiaries' banking and safe deposit arrangements except that the names of the persons authorized to draw on the accounts or have access to the boxes may be changed upon written notice to KIDDE.

(i) DURA and its subsidiaries will duly and timely file all reports or returns required to be filed with the United States Government and the jurisdictions in which they are qualified to do business, will promptly pay when due all federal, state and local taxes, assessments and governmental charges, fees, interests and penalties lawfully levied or assessed upon them or their properties or upon any part thereof and will use their best efforts duly to observe and conform to all other material lawful requirements of the United States Government and of the jurisdictions in which they are qualified to do business relative to their properties or to the operations and conduct of their business. DURA and its subsidiaries, as appropriate, shall contest in appropriate proceedings any and all renegotiation determinations, taxes or governmental assessments, charges, fees, interest, penalties or requirements which can be contested in good faith, unless such proceedings shall be uneconomic in view of the amount involved and DURA shall have given written notice of its position to KIDDE and afforded KIDDE the opportunity of consultation.

(j) All buildings, offices, shops and other structures and all machinery, tools, equipment, fixtures and other property of DURA and its subsidiaries will be kept and maintained in good condition, repair and working order, and DURA and its subsidiaries will duly observe and conform to all terms and conditions upon or under which any of their properties is held.

(k) DURA and its subsidiaries will continue to maintain in full force and effect all policies of insurance now in effect. If any of their assets or property is damaged or destroyed by fire or other casualty, whether insured or uninsured, DURA or a subsidiary shall promptly proceed with the repair, restoration or replacement thereof in such manner and location as DURA and KIDDE shall determine.

(l) Neither DURA nor any of its subsidiaries will merge or consolidate with any other corporation or acquire all or substantially all of the business or assets of any other person, firm, association or corporation.

(m) Neither DURA nor any of its subsidiaries will knowingly do any act or omit to do any act, or knowingly permit any act or omission to act, which will cause a breach or default of any of its material contracts, commitments or obligations.

(n) DURA and its subsidiaries shall give, from and after the date hereof, to KIDDE and to KIDDE's counsel, accountants, engineers and other representatives, full access during normal business hours throughout the period prior to the Closing to all of their plants, offices, properties, agreements, records and affairs including such access as may be necessary to allow KIDDE to make an audit or otherwise satisfy itself that the conditions precedent set forth in Section 12 have been satisfied and complied with; and will furnish documents and all such information concerning DURA's and its subsidiaries' properties and affairs as KIDDE may reasonably request. KIDDE agrees that unless and until the transactions contemplated by this Agreement shall have been consummated,

KIDDE and its representatives shall keep in confidence all documents and information so obtained from DURA (except to the extent that such information has been made public by DURA) and if the transactions provided for in this Agreement are not consummated as contemplated in this Agreement, KIDDE will return to DURA all such documents and information as DURA may request.

(o) DURA will furnish KIDDE with all information necessary or appropriate for inclusion in the proxy statements to be used in connection with the meeting of shareholders of KIDDE at which such shareholders will be asked to approve this Agreement.

(p) Within 30 days of the date hereof DURA will supply KIDDE with copies of deeds to all its or its subsidiaries' real properties (and any title reports applicable thereto in its possession) and all leases whether of real or personal property, to which it or a subsidiary is a party.

8. *Obligations of* KIDDE *Prior to Closing.* KIDDE agrees that after the date hereof and until the Closing:

(a) KIDDE will make application for the listing, subject to official notice of issuance, on the American Stock Exchange (or the New York Stock Exchange if KIDDE's stock is then listed on such Exchange) of the KIDDE Preference Shares to be delivered pursuant to Section 2 of this Agreement and of the KIDDE Common Stock issuable on exercise of the conversion privilege contained in such Preference Shares.

(b) KIDDE will furnish DURA with all information necessary or appropriate for inclusion in the proxy statements to be used in connection with the meeting of shareholders of DURA, at which the DURA shareholders will be asked to approve this Agreement.

(c) KIDDE will maintain itself at all times as a corporation duly organized and existing in good standing under the laws of the State of New York.

(d) Neither KIDDE nor any of its subsidiaries will knowingly do any act or omit to do any act, or knowingly permit any act or omission to act, which will cause a breach or default of any of its material contracts, commitments or obligations.

(e) KIDDE and its subsidiaries shall give, from and after the date hereof, to DURA and DURA's counsel, accountants, engineers and other representatives, full access during normal business hours through the period prior to the Closing to all of their plants, offices, properties, agreements, records and affairs, including such access as may be necessary to allow DURA to make an audit or otherwise satisfy itself that the conditions precedent set forth in Section 13 have been satisfied and complied with; and will furnish documents and all such information concerning KIDDE's and its subsidiaries' properties and affairs as DURA may reasonably request. DURA and its representatives shall keep in confidence all documents and information so obtained from KIDDE (except to the extent such information has been made public by KIDDE), and if the transactions provided for in this Agreement are not consummated as contemplated in this Agreement, DURA will return to KIDDE all such documents and information as KIDDE may request.

(f) KIDDE shall not amend its Certificate of Incorporation in any manner adversely affecting, directly or indirectly, the rights, powers and privileges of its Preference Stock, provided, however, that the foregoing shall not preclude KIDDE from appropriately amending its Certificate of Incorporation in relation to the voting rights of, or from issuing additional, Preference Shares.

9. *Representations and Warranties by* DURA. DURA agrees, represents and warrants as follows:

(a) *Corporate.*

(i) DURA and each of its subsidiaries is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation, as set forth in *Schedule A*. Each has the corporate power to own its property and carry on its business as and where such business is now conducted; each is duly qualified to do business as a foreign corporation as set forth in *Schedule B* and it is not required to qualify to do business as a foreign corporation in any jurisdiction other than those in which it is now qualified; and each has complied with all relevant corporate laws.

(ii) The authorized capital stock of DURA consists of 2,000,000 shares of Common Stock, par value $1.00, of which at July 31, 1966 only 1,144,945 shares are validly issued and outstanding, fully paid and non-assessable (excluding 54,958 shares held in the treasury of DURA), and except as permitted by Section 7(c), the number of such issued and outstanding shares will be the same at the Closing. There are no outstanding subscriptions, options, warrants, calls, commitments or agreements to which either DURA or a subsidiary is a party or by which it is bound, which relate to the issuance or sale by DURA or any subsidiary of its shares of Common Stock except as set forth in *Schedule C*.

(iii) DURA has all requisite corporate power to sell the DURA Assets, to enter into this Agreement and to consummate the transactions contemplated hereby, subject to the approval thereof by the shareholders of DURA as required under the laws of the State of Michigan; the Board of Directors of DURA will recommend to DURA shareholders that they approve this Agreement and the transactions contemplated hereby.

(iv) As of the Closing, the sale of the DURA Assets and the consummation by DURA of the transactions herein contemplated, including the execution, delivery and consummation of this Agreement, will comply with all relevant law and not conflict with or result in a breach of any of the terms of any agreement or instrument to which DURA or a subsidiary is a party or by which it is or may be bound, or constitute a default thereunder, or result in the creation or imposition of any lien, charge or encumbrance on, or give to others any interest or right in, any of the assets or properties of DURA.

(v) DURA has no active subsidiary other than DURA FINANCE COMPANY and does not own any interest in any partnership, proprietorship, or corporation other than DURA FINANCE COMPANY and inactive subsidiaries, and as to each such subsidiary it is the sole and absolute owner of all of its issued and outstanding stock.

(vi) The copies of the Articles of Incorporation including amendments and the By-Laws of DURA and DURA FINANCE COMPANY heretofore furnished to KIDDE are true and complete.

(b) *Property and Business.*

(i) DURA and its subsidiaries have good and marketable title to all of their properties and assets including their leaseholds free and clear of all mortgages, liens, pledges, charges or encumbrances of any nature whatsoever except as set forth in *Schedule D* and except (A) leasehold improvements, (B) the lien for taxes not yet due and payable or being contested in good faith by appropriate proceedings, and (C) with respect to real property such imperfections of title and encumbrances, if any, as do not materially detract from the value of, or interfere with the present use of, the real property of DURA and its subsidiaries. With the foregoing exceptions and except as set forth in *Schedule D*, no person, firm or corporation owns any interest in any asset of DURA or its subsidiaries.

(ii) All real properties of DURA or its subsidiaries or in which each has any interest are listed on *Schedule E*, and except as set forth on such *Schedule E* all such properties and assets of DURA or its subsidiaries are in its possession, are in good operating condition and conform to all applicable zoning laws, and no notice of any violation of building or other regulating laws, statutes, ordinances and regulations has been received by it and is now outstanding.

(iii) The conduct of the business of DURA and its subsidiaries are free from any notice of claim asserted or threatened whether of infringement of patents, trade-marks, trade names, rights and copy rights of others, or otherwise, except as set forth in *Schedule F*.

(iv) All transactions of DURA and its subsidiaries with outside business concerns are and have been conducted on an arms-length basis.

(v) To the best of the knowledge of the officers of DURA, none of the present officers or key employees (including purchasing agents or departmental managers) of DURA or its sub-

sidiaries has any material direct or indirect ownership (other than through investment in publicly traded securities) or profit participation in outside business enterprises with which DURA or its subsidiaries had significant purchases or sales.

(vi) Neither DURA nor any of its subsidiaries is prohibited by agreement or law from carrying on its business.

(vii) Neither DURA nor any of its subsidiaries has leased real or personal property, either as Lessee or Lessor, except as set forth in *Schedule G*, and none of such leases are with any party in which any officer or director has an interest, except to the extent set forth in such *Schedule G*.

(c) *Contracts, Commitments, etc.*

(i) Neither DURA nor any of its subsidiaries has contracts or purchase commitments other than those made in the ordinary and regular course of its business, and none of such corporations has any purchase commitments which are in excess of the normal, ordinary and usual requirements of its business, at any excessive price or containing terms and conditions more onerous than those usual and customary in the industry.

(ii) There are no outstanding contracts with officers, employees, agents, consultants, advisers, sales and other representatives and there are no bonus, profit sharing, pension or deferred compensation agreements or plans, that are not cancellable by DURA or its subsidiaries at the will of or on notice of not longer than 60 days, and without penalty or premium, except as set forth in *Schedule H*.

(iii) Neither DURA nor any of its subsidiaries has given any irrevocable power of attorney to any person for any purpose, except as set forth in *Schedule I*.

(iv) Neither DURA nor any of its subsidiaries has collective bargaining or employment agreements or any agreements that contain any severance or termination pay obligation, except as set forth in *Schedule J*; and none has any bonus, deferred compensation, profit sharing, pension or retirement arrangements, except as set forth in *Schedule K*.

(v) Neither DURA nor any of its subsidiaries has any employees to whom it or they, singly or collectively, pay a base salary in excess of $30,000 annually for services rendered or otherwise, except as set forth in *Schedule L*.

(vi) None of the directors or officers of DURA or its subsidiaries is indebted to them for any amount at July 31, 1965, or at any time during that year or thereafter, except for current advances from time to time not exceeding $500 at any one time and except as set forth in *Schedule M*.

(vii) To the best of the knowledge of the officers of DURA, there are no material defaults, or meritorious basis for any claim of such defaults, under any material contract or any material obligation owed by it or its subsidiaries.

(viii) All accounts receivable of DURA and its subsidiaries are either insured against non-collectibility or in the best judgment of DURA are collectible at the aggregate amounts thereof as shown on the books, less applicable reserves (shown on such books), returns and cash discounts.

(ix) There is no obligation owed or owing by DURA or its subsidiaries to any person whatsoever, nor have they imposed any obligation on KIDDE, for services rendered by any person as a broker or finder in relation to the transactions covered by this Agreement, except for such an obligation incurred by DURA of $125,000.

(d) *Patents, Trade-Marks, etc.*

Schedule N correctly lists all material letters patent, patent applications, inventions considered by DURA to be patentable but not covered by any patent, trade names, trade-marks and copyrights, domestic and foreign, of DURA and its subsidiaries and also lists all licenses granted to and by DURA or its subsidiaries, and as indicated on such Schedule, each owns the entire right, title and interest in and to the said letters patent, patent applications and inventions, trade names, trade-

marks, copyrights and licenses so listed. Insofar as DURA or its subsidiaries has had any notice, none of the foregoing patents has been challenged or threatened.

(e) *Financial.*

(i) The Consolidated Balance Sheet of DURA as of July 31, 1965, and the Statement of Income and Retained Earnings of DURA for the year then ended together with the related Notes thereto, as certified by Messrs. Peat, Marwick, Mitchell & Co., independent certified public accountants, are true and correct, were prepared in conformity with generally accepted accounting principles applied on a consistent basis and fairly present the financial position of DURA and its subsidiaries as of such date and the results of their operations for the year then ended.

(ii) Since July 31, 1965, there has not been any material adverse change in the financial condition or in the operations of the business of DURA and its subsidiaries from that shown on such July 31, 1965 Financial Statements; and since July 31, 1965, there have been no events or transactions having a material adverse effect on such statements bearing such date or which should be disclosed in order to make them not misleading.

(iii) All accounting and financial reports and related data of DURA and its subsidiaries have been made available to its public accountants in connection with the annual audits made by them.

(iv) Since July 31, 1965, there has been no damage, destruction or loss, whether covered by insurance or not, materially and adversely affecting the properties and business of DURA or its subsidiaries, or any other event or condition of any character pertaining to and materially and adversely affecting the assets or business of DURA and its subsidiaries.

(v) So far as the officers of DURA know or have reasonable grounds for knowing and except as may be expressly set forth herein, or the schedules delivered to KIDDE with this Agreement, there is no meritorious basis for the assertion against DURA or any of its subsidiaries of any material liability of any nature whatever in any amount not fully reflected in such July 31, 1965 Financial Statements of DURA or contained in its books of account; and neither DURA nor any of its subsidiaries has any liabilities, or knows of any basis for the assertion against it of any liabilities, of any nature and of any amount whatsoever, either accrued, absolute, contingent or otherwise, except (1) to the extent reflected in such July 31, 1965 Financial Statements for the period ended July 31, 1965, and not heretofore paid or discharged, (2) those incurred in or as a result of the normal and ordinary course of business between July 31, 1965, and the date hereof, or (3) disclosed to KIDDE by written communication prior to the date hereof.

(vi) The inventories of DURA and its subsidiaries reflected in such July 31, 1965 Financial Statements, or thereafter acquired by them, consist of items of a quantity and quality useable and saleable in the normal course of their respective businesses, except for items of obsolete materials and materials of below standard quality, all of which have been written down to realizable market value or adequate reserves provided therefor, according to DURA's best judgment.

(vii) DURA and each of its subsidiaries has filed with the appropriate governmental agencies all tax and other returns, required to be filed by it. DURA's and its subsidiaries' United States federal income tax returns have been examined and settled through the year ended July 31, 1962, except as set forth in *Schedule O*, and where they have not been examined and settled, no waivers of statutes of limitations have been given except as set forth in such *Schedule O*.

(viii) There is no suit or action or legal, administrative, arbitration or other proceeding or governmental investigation, or any change in the zoning or building ordinances, pending or

so far as DURA knows or has reasonable grounds to know, threatened, affecting DURA's or any subsidiary's property or leasehold interests, which might materially and adversely affect the financial condition of DURA or such subsidiary or the conduct of its business.

(ix) To the best of the knowledge of DURA, all federal, state and foreign income, profits, franchises, sales, use, occupation, property, excise or other taxes due have been fully paid and reserves for unpaid taxes have been set up in accordance with good accounting principles.

No representation or warranty of DURA knowingly omits or knowingly will omit to state a material fact necessary to make any representation or warranty not misleading.

10. *Representations and Warranties by* KIDDE. KIDDE agrees, represents and warrants as follows:

(a) *Corporate.*

(i) KIDDE and each of its subsidiaries is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation. Each has the power to own its property and carry on its business as and where such business is now conducted.

(ii) The authorized stock of KIDDE consists of 9,000,000 shares of Common Stock of which (as at the close of business on July 31, 1966) 2,060,818 shares are validly issued and outstanding, fully paid and non-assessable and 3,000,000 Preference Shares of which (as at the close of business on July 31, 1966) 315,408 shares, designated Series A Convertible Cumulative Preference Shares, are validly issued and outstanding, fully paid and nonassessable. During the period December 31, 1965 to the date hereof, there has not been any split-up of KIDDE Common Stock, or any stock dividend declared or paid thereon, or any other distribution to KIDDE's shareholders of its assets or properties or rights with respect thereto, other than a $1.10 cash dividend payable to Preference Shareholders of record on June 28, 1966. There are no outstanding subscriptions, options, warrants or calls as to which either KIDDE or any of its subsidiaries is a party or by which it is bound, except that as of June 30, 1966, 92,248 shares of Common Stock were reserved under KIDDE's Stock Option Plan; and as of July 31, 1966, 5,098 Series A Convertible Cumulative Preference Shares were reserved for issuance to former employees of Globe Security Systems, Inc., 206,186 such shares were reserved for issuance on conversion of KIDDE's 5% Convertible Subordinated Notes due January 15, 1991, 7,988 shares of KIDDE's Common Stock were reserved for issuance to former employees of LeFebure, Inc., and 641,012 shares of Common Stock were reserved for issuance on conversion of KIDDE's said Series A Preference Shares then outstanding or reserved for issuance.

(iii) The KIDDE Preference Shares to be issued hereunder and the shares of Common Stock issuable on conversion thereof, will, upon issuance, be validly issued and outstanding, fully paid and non-assessable and will be duly listed on the American Stock Exchange or the New York Stock Exchange, if such KIDDE Stock is then listed on such latter Exchange.

(iv) KIDDE has all requisite corporate power to purchase the DURA assets in exchange for KIDDE Preference Shares, to enter into this Agreement and to consummate the transactions contemplated hereby, subject to the approval of the shareholders of KIDDE; the Board of Directors of KIDDE will recommend to KIDDE shareholders that they approve this Agreement and the transactions contemplated hereby.

(v) The purchase of the DURA Assets and the consummation by KIDDE of the transactions herein contemplated, including the execution, delivery and consummation of this Agreement, will comply with all relevant law and will not conflict with or result in a breach of any of the terms of any agreement or instrument to which KIDDE is a party or by which it may be bound or constitute a default thereunder. The copies of the Articles of Incorporation and the By-Laws of KIDDE heretofore furnished to DURA are true and correct.

(b) *Financial.*

(i) The Consolidated Balance Sheet of KIDDE as at December 31, 1965 and Statements of Consolidated Operations and Statements of Consolidated Paid-In Surplus and Earnings Retained in the Business for the year then ended, together with the related Notes thereto, as certified by Arthur Andersen & Co., independent certified public accountants, are true and correct, were prepared in conformity with generally accepted accounting principles applied on a consistent basis and fairly present the financial position of KIDDE and its subsidiaries as of such date and the results of their operations for the year then ended.

(ii) Since December 31, 1965, there has not been any material adverse change in the financial condition or in the operations of the business of KIDDE and its subsidiaries from that shown on such December 31, 1965 Financial Statements; and since December 31, 1965, there have been no events or transactions having a material adverse effect on such statements or which should be disclosed in order not to make them misleading.

(iii) All accounting and financial reports and related data of KIDDE and its subsidiaries have been made available to its public accountants in connection with the annual audits made by them.

(iv) Since December 31, 1965, there has been no damage, destruction, or loss, whether covered by insurance or not, materially and adversely affecting the properties and business of KIDDE or its subsidiaries, or any significant labor trouble, or, except as set forth in a schedule delivered by KIDDE to DURA as of the date hereof, any other event or condition of any character pertaining to and materially and adversely affecting the assets or business of KIDDE and its subsidiaries.

(v) So far as the officers of KIDDE know or have reasonable grounds for knowing, and except as may be expressly set forth herein or in the schedules delivered to DURA with this Agreement, there is no meritorious basis for the assertion against KIDDE or any of its subsidiaries of any material liability of any nature whatever in any amount not fully reflected in such December 31, 1965 Financial Statements of KIDDE or contained in its books of account; and neither KIDDE nor any of its subsidiaries has any liabilities, or knows of any basis for the assertion against it of any liabilities, of any nature and of any amount whatsoever, either accrued, absolute, contingent or otherwise, except (1) to the extent reflected in such December 31, 1965 Financial Statements for the period ended December 31, 1965, and not heretofore paid or discharged, and (2) those incurred in or as a result of the normal and ordinary course of business between December 31, 1965, and the date hereof.

(vi) There is no suit or action or legal, administrative, arbitration or other proceeding or governmental investigation, or any change in the zoning or building ordinances, pending so far as KIDDE knows or has reasonable grounds to know, threatened, affecting KIDDE's or any subsidiary's property or leasehold interests, which might materially and adversely affect the financial condition of KIDDE or such subsidiary or the conduct of its business.

(vii) To the best of the knowledge of the officers of KIDDE, all federal, state, and foreign income, profits, franchises, sales, use, occupation, property, excise or other taxes have been fully paid and reserves for unpaid taxes have been set up in accordance with good accounting principles.

No representation or warranty of KIDDE knowingly omits or knowingly will omit to state a material fact necessary to make any representation or warranty not misleading.

11. *Meetings of Shareholders; Dissolution and Liquidation of* DURA, *etc.*

(a) As promptly as practicable, but in no event later than December 15, 1966, DURA will duly hold a meeting of its shareholders for the purpose of authorizing

(i) the sale, transfer, and delivery of the DURA Assets to KIDDE and its subsidiaries upon the terms and conditions provided herein;

(ii) the dissolution of DURA, and the distribution to its shareholders of KIDDE Preference Shares in complete liquidation of DURA; and

(iii) an amendment to its Articles of Incorporation to change DURA's name at or after the Closing to one that does not include the name "DURA" or any variant thereof.

(b) As promptly as practicable after the Closing, DURA will take such steps as may be required under the laws of the State of Michigan to dissolve and terminate its corporate existence.

(c) As promptly as practicable after the Closing, DURA will distribute to each holder of DURA Common Stock, in exchange for and upon surrender for cancellation of his certificate or certificates of DURA Common Stock, KIDDE Preference Stock at the rate of four-tenths (.4) of a share of KIDDE Preference Stock for each share of DURA Common Stock. In order to effect such distribution, DURA will appoint National Bank of Detroit as Exchange Agent to assist in such distribution in accordance with an agreement to be entered into between the Exchange Agent and DURA, in form and substance satisfactory to KIDDE. KIDDE shall not be obligated to issue fractional shares in connection with any such distribution. Instead, DURA shall make appropriate arrangements with the Exchange Agent for the purchase or sale, for the accounts of DURA shareholders entitled to fractional shares, of their fractional shares.

(d) From and after the Closing, DURA will not engage in any business or other activity except holding the KIDDE Preference Shares delivered pursuant hereto and except as required to distribute such stock and to complete the liquidation and dissolution of DURA.

(e) As promptly as practicable, but in no event later than December 15, 1966, KIDDE will duly hold a meeting of its shareholders for the purpose of approving the purchase of the DURA Assets in exchange for KIDDE Preference Stock upon the terms and conditions provided herein.

12. *Conditions Precedent to* KIDDE's *Obligations.* Each and every obligation of KIDDE to be performed on the Closing shall be subject to the satisfaction, prior to or concurrently with the performance of such obligation, of the following conditions:

(a) The representations and warranties made by DURA in this Agreement or given on behalf of DURA hereunder shall be true on and as of the Closing with the same force and effect as though they had been made or given on and as of the Closing.

(b) A review and report of DURA's audited Financial Statements as at and for the period ended July 31, 1965, shall indicate to the satisfaction of KIDDE that the financial condition and results of operations are fairly and accurately therein represented, that such statements were prepared in accordance with good accounting practice, that the merchandise inventories of DURA and its subsidiaries are carried at not more than their fair value (fair value being the price at which such assets could be replaced by purchases in the usual and normal way), that the order books of DURA and its subsidiaries are up-to-date and reflect a backlog of business required to maintain the gross sales shown in the Financial Statements as at and for the period ended July 31, 1965 and that there exists no condition or circumstance pertaining to the operation of the business of DURA which, as a matter of good business judgment and practice, might have a material adverse effect on such earnings.

(c) The business or properties of DURA or any subsidiary shall not have been materially and adversely affected as of the Closing in any way as a result of fire, explosion, earthquake, disaster, accident, labor dispute, requisition or taking by the United States or any other governmental authority, flood, drought, embargo, riot, civil disturbance, uprising, activity of armed forces or act of God or public enemy.

(d) DURA shall have performed and complied with all its obligations under this Agreement which are to be performed or complied with by it prior to or on the Closing Date, as the case may be.

(e) The sale of the DURA Assets to KIDDE and the dissolution and liquidation of DURA as herein provided shall have been duly authorized, in accordance with the laws of the State of Michigan, at a meeting of DURA's shareholders duly held for such purposes by the requisite vote of the shares of DURA Common Stock entitled to vote thereon, and the holders of not more than 3% of the issued and outstanding shares of DURA Common Stock shall have objected to the sale and demanded payment for their shares.

(f) DURA shall have delivered to KIDDE a certificate, issued by the appropriate governmental authority, evidencing the good standing of DURA and DURA FINANCE COMPANY as of a date or dates not more than 30 days prior to the Closing as a domestic corporation under the laws of the state of its organization.

(g) All proceedings, corporate or other, to be taken in connection with the transactions contemplated by this Agreement, and all documents incident thereto, shall be satisfactory in form and substance to KIDDE, and DURA shall have made available to KIDDE for examination the originals or true and correct copies of all documents which KIDDE may reasonably request in connection with such transactions. KIDDE shall not invoke this provision except in good faith.

(h) KIDDE shall have been furnished with an opinion, dated the Closing Date, of Dykema, Wheat, Spencer, Goodnow & Trigg, counsel for DURA, to the effect that,

(i) The corporate existence and good standing, power to own property and carry on business, and qualification to do business as a foreign corporation of DURA and DURA FINANCE COMPANY, the authorized and issued stock of DURA and its subsidiaries, the ownership by DURA of subsidiaries and other interests, and DURA's Articles of Incorporation and By-Laws are as stated in Section 9 of the Agreement.

(ii) the execution, delivery and performance of this Agreement by DURA have been duly authorized and approved by all requisite action of DURA's Board of Directors and shareholders, and this Agreement has been duly executed and delivered by DURA, and constitutes a valid and binding obligation of DURA.

(iii) The sale of the DURA Assets, the consummation by DURA of the transactions herein contemplated including the execution, delivery and consummation of this Agreement comply with all relevant law and, so far as is known to counsel, will not violate, conflict with, or result in a material breach of any of the terms of any agreement or instrument to which either DURA or a subsidiary is a party or by which it is or may be bound, including DURA's By-Laws and Articles of Incorporation, or constitute a material default thereunder, or result in the creation or imposition of any lien, charge or encumbrance, or give to others any interest or right in any of the properties or other assets of DURA or a subsidiary.

(iv) Except as may be specified in writing by such counsel (such exceptions to be acceptable to KIDDE) and based upon such knowledge as such counsel may have obtained without an independent investigation, it does not know of any material defaults or meritorious basis for any claim of such defaults or any litigation, proceeding, governmental investigation or labor dispute pending or threatened against or relating to DURA or its subsidiaries, their property or business, or which seeks to restrain or obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby.

(v) To the best of its knowledge as General Counsel for DURA and its subsidiaries, the representations and warranties with respect to their properties and assets, the circumstances with respect to zoning, building or other laws and regulations, and the powers of attorney and contracts (including collective bargaining or employment agreements and bonus, profit sharing, pension or deferred compensation plans) which DURA has made are as set forth in Section 9 of this Agreement; and such Counsel does not know or have reason to believe that there are any defects in or encumbrances upon the title of DURA or any subsidiary to the property to be transferred hereunder, which would violate the representations in such Section 9.

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(i) the sale, transfer, and delivery of the DURA Assets to KIDDE and its subsidiaries upon the terms and conditions provided herein;

(ii) the dissolution of DURA, and the distribution to its shareholders of KIDDE Preference Shares in complete liquidation of DURA; and

(iii) an amendment to its Articles of Incorporation to change DURA's name at or after the Closing to one that does not include the name "DURA" or any variant thereof.

(b) As promptly as practicable after the Closing, DURA will take such steps as may be required under the laws of the State of Michigan to dissolve and terminate its corporate existence.

(c) As promptly as practicable after the Closing, DURA will distribute to each holder of DURA Common Stock, in exchange for and upon surrender for cancellation of his certificate or certificates of DURA Common Stock, KIDDE Preference Stock at the rate of four-tenths (.4) of a share of KIDDE Preference Stock for each share of DURA Common Stock. In order to effect such distribution, DURA will appoint National Bank of Detroit as Exchange Agent to assist in such distribution in accordance with an agreement to be entered into between the Exchange Agent and DURA, in form and substance satisfactory to KIDDE. KIDDE shall not be obligated to issue fractional shares in connection with any such distribution. Instead, DURA shall make appropriate arrangements with the Exchange Agent for the purchase or sale, for the accounts of DURA shareholders entitled to fractional shares, of their fractional shares.

(d) From and after the Closing, DURA will not engage in any business or other activity except holding the KIDDE Preference Shares delivered pursuant hereto and except as required to distribute such stock and to complete the liquidation and dissolution of DURA.

(e) As promptly as practicable, but in no event later than December 15, 1966, KIDDE will duly hold a meeting of its shareholders for the purpose of approving the purchase of the DURA Assets in exchange for KIDDE Preference Stock upon the terms and conditions provided herein.

12. *Conditions Precedent to* KIDDE'S *Obligations.* Each and every obligation of KIDDE to be performed on the Closing shall be subject to the satisfaction, prior to or concurrently with the performance of such obligation, of the following conditions:

(a) The representations and warranties made by DURA in this Agreement or given on behalf of DURA hereunder shall be true on and as of the Closing with the same force and effect as though they had been made or given on and as of the Closing.

(b) A review and report of DURA's audited Financial Statements as at and for the period ended July 31, 1965, shall indicate to the satisfaction of KIDDE that the financial condition and results of operations are fairly and accurately therein represented, that such statements were prepared in accordance with good accounting practice, that the merchandise inventories of DURA and its subsidiaries are carried at not more than their fair value (fair value being the price at which such assets could be replaced by purchases in the usual and normal way), that the order books of DURA and its subsidiaries are up-to-date and reflect a backlog of business required to maintain the gross sales shown in the Financial Statements as at and for the period ended July 31, 1965 and that there exists no condition or circumstance pertaining to the operation of the business of DURA which, as a matter of good business judgment and practice, might have a material adverse effect on such earnings.

(c) The business or properties of DURA or any subsidiary shall not have been materially and adversely affected as of the Closing in any way as a result of fire, explosion, earthquake, disaster, accident, labor dispute, requisition or taking by the United States or any other governmental authority, flood, drought, embargo, riot, civil disturbance, uprising, activity of armed forces or act of God or public enemy.

(d) DURA shall have performed and complied with all its obligations under this Agreement which are to be performed or complied with by it prior to or on the Closing Date, as the case may be.

(e) The sale of the DURA Assets to KIDDE and the dissolution and liquidation of DURA as herein provided shall have been duly authorized, in accordance with the laws of the State of Michigan, at a meeting of DURA's shareholders duly held for such purposes by the requisite vote of the shares of DURA Common Stock entitled to vote thereon, and the holders of not more than 3% of the issued and outstanding shares of DURA Common Stock shall have objected to the sale and demanded payment for their shares.

(f) DURA shall have delivered to KIDDE a certificate, issued by the appropriate governmental authority, evidencing the good standing of DURA and DURA FINANCE COMPANY as of a date or dates not more than 30 days prior to the Closing as a domestic corporation under the laws of the state of its organization.

(g) All proceedings, corporate or other, to be taken in connection with the transactions contemplated by this Agreement, and all documents incident thereto, shall be satisfactory in form and substance to KIDDE, and DURA shall have made available to KIDDE for examination the originals or true and correct copies of all documents which KIDDE may reasonably request in connection with such transactions. KIDDE shall not invoke this provision except in good faith.

(h) KIDDE shall have been furnished with an opinion, dated the Closing Date, of Dykema, Wheat, Spencer, Goodnow & Trigg, counsel for DURA, to the effect that,

(i) The corporate existence and good standing, power to own property and carry on business, and qualification to do business as a foreign corporation of DURA and DURA FINANCE COMPANY, the authorized and issued stock of DURA and its subsidiaries, the ownership by DURA of subsidiaries and other interests, and DURA's Articles of Incorporation and By-Laws are as stated in Section 9 of the Agreement.

(ii) the execution, delivery and performance of this Agreement by DURA have been duly authorized and approved by all requisite action of DURA's Board of Directors and shareholders, and this Agreement has been duly executed and delivered by DURA, and constitutes a valid and binding obligation of DURA.

(iii) The sale of the DURA Assets, the consummation by DURA of the transactions herein contemplated including the execution, delivery and consummation of this Agreement comply with all relevant law and, so far as is known to counsel, will not violate, conflict with, or result in a material breach of any of the terms of any agreement or instrument to which either DURA or a subsidiary is a party or by which it is or may be bound, including DURA's By-Laws and Articles of Incorporation, or constitute a material default thereunder, or result in the creation or imposition of any lien, charge or encumbrance, or give to others any interest or right in any of the properties or other assets of DURA or a subsidiary.

(iv) Except as may be specified in writing by such counsel (such exceptions to be acceptable to KIDDE) and based upon such knowledge as such counsel may have obtained without an independent investigation, it does not know of any material defaults or meritorious basis for any claim of such defaults or any litigation, proceeding, governmental investigation or labor dispute pending or threatened against or relating to DURA or its subsidiaries, their property or business, or which seeks to restrain or obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby.

(v) To the best of its knowledge as General Counsel for DURA and its subsidiaries, the representations and warranties with respect to their properties and assets, the circumstances with respect to zoning, building or other laws and regulations, and the powers of attorney and contracts (including collective bargaining or employment agreements and bonus, profit sharing, pension or deferred compensation plans) which DURA has made are as set forth in Section 9 of this Agreement; and such Counsel does not know or have reason to believe that there are any defects in or encumbrances upon the title of DURA or any subsidiary to the property to be transferred hereunder, which would violate the representations in such Section 9.

(i) the sale, transfer, and delivery of the DURA Assets to KIDDE and its subsidiaries upon the terms and conditions provided herein;

(ii) the dissolution of DURA, and the distribution to its shareholders of KIDDE Preference Shares in complete liquidation of DURA; and

(iii) an amendment to its Articles of Incorporation to change DURA's name at or after the Closing to one that does not include the name "DURA" or any variant thereof.

(b) As promptly as practicable after the Closing, DURA will take such steps as may be required under the laws of the State of Michigan to dissolve and terminate its corporate existence.

(c) As promptly as practicable after the Closing, DURA will distribute to each holder of DURA Common Stock, in exchange for and upon surrender for cancellation of his certificate or certificates of DURA Common Stock, KIDDE Preference Stock at the rate of four-tenths (.4) of a share of KIDDE Preference Stock for each share of DURA Common Stock. In order to effect such distribution, DURA will appoint National Bank of Detroit as Exchange Agent to assist in such distribution in accordance with an agreement to be entered into between the Exchange Agent and DURA, in form and substance satisfactory to KIDDE. KIDDE shall not be obligated to issue fractional shares in connection with any such distribution. Instead, DURA shall make appropriate arrangements with the Exchange Agent for the purchase or sale, for the accounts of DURA shareholders entitled to fractional shares, of their fractional shares.

(d) From and after the Closing, DURA will not engage in any business or other activity except holding the KIDDE Preference Shares delivered pursuant hereto and except as required to distribute such stock and to complete the liquidation and dissolution of DURA.

(e) As promptly as practicable, but in no event later than December 15, 1966, KIDDE will duly hold a meeting of its shareholders for the purpose of approving the purchase of the DURA Assets in exchange for KIDDE Preference Stock upon the terms and conditions provided herein.

12. *Conditions Precedent to* KIDDE'S *Obligations.* Each and every obligation of KIDDE to be performed on the Closing shall be subject to the satisfaction, prior to or concurrently with the performance of such obligation, of the following conditions:

(a) The representations and warranties made by DURA in this Agreement or given on behalf of DURA hereunder shall be true on and as of the Closing with the same force and effect as though they had been made or given on and as of the Closing.

(b) A review and report of DURA's audited Financial Statements as at and for the period ended July 31, 1965, shall indicate to the satisfaction of KIDDE that the financial condition and results of operations are fairly and accurately therein represented, that such statements were prepared in accordance with good accounting practice, that the merchandise inventories of DURA and its subsidiaries are carried at not more than their fair value (fair value being the price at which such assets could be replaced by purchases in the usual and normal way), that the order books of DURA and its subsidiaries are up-to-date and reflect a backlog of business required to maintain the gross sales shown in the Financial Statements as at and for the period ended July 31, 1965 and that there exists no condition or circumstance pertaining to the operation of the business of DURA which, as a matter of good business judgment and practice, might have a material adverse effect on such earnings.

(c) The business or properties of DURA or any subsidiary shall not have been materially and adversely affected as of the Closing in any way as a result of fire, explosion, earthquake, disaster, accident, labor dispute, requisition or taking by the United States or any other governmental authority, flood, drought, embargo, riot, civil disturbance, uprising, activity of armed forces or act of God or public enemy.

(d) DURA shall have performed and complied with all its obligations under this Agreement which are to be performed or complied with by it prior to or on the Closing Date, as the case may be.

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(e) The sale of the DURA Assets to KIDDE and the dissolution and liquidation of DURA as herein provided shall have been duly authorized, in accordance with the laws of the State of Michigan, at a meeting of DURA's shareholders duly held for such purposes by the requisite vote of the shares of DURA Common Stock entitled to vote thereon, and the holders of not more than 3% of the issued and outstanding shares of DURA Common Stock shall have objected to the sale and demanded payment for their shares.

(f) DURA shall have delivered to KIDDE a certificate, issued by the appropriate governmental authority, evidencing the good standing of DURA and DURA FINANCE COMPANY as of a date or dates not more than 30 days prior to the Closing as a domestic corporation under the laws of the state of its organization.

(g) All proceedings, corporate or other, to be taken in connection with the transactions contemplated by this Agreement, and all documents incident thereto, shall be satisfactory in form and substance to KIDDE, and DURA shall have made available to KIDDE for examination the originals or true and correct copies of all documents which KIDDE may reasonably request in connection with such transactions. KIDDE shall not invoke this provision except in good faith.

(h) KIDDE shall have been furnished with an opinion, dated the Closing Date, of Dykema, Wheat, Spencer, Goodnow & Trigg, counsel for DURA, to the effect that,

(i) The corporate existence and good standing, power to own property and carry on business, and qualification to do business as a foreign corporation of DURA and DURA FINANCE COMPANY, the authorized and issued stock of DURA and its subsidiaries, the ownership by DURA of subsidiaries and other interests, and DURA's Articles of Incorporation and By-Laws are as stated in Section 9 of the Agreement.

(ii) the execution, delivery and performance of this Agreement by DURA have been duly authorized and approved by all requisite action of DURA's Board of Directors and shareholders, and this Agreement has been duly executed and delivered by DURA, and constitutes a valid and binding obligation of DURA.

(iii) The sale of the DURA Assets, the consummation by DURA of the transactions herein contemplated including the execution, delivery and consummation of this Agreement comply with all relevant law and, so far as is known to counsel, will not violate, conflict with, or result in a material breach of any of the terms of any agreement or instrument to which either DURA or a subsidiary is a party or by which it is or may be bound, including DURA's By-Laws and Articles of Incorporation, or constitute a material default thereunder, or result in the creation or imposition of any lien, charge or encumbrance, or give to others any interest or right in any of the properties or other assets of DURA or a subsidiary.

(iv) Except as may be specified in writing by such counsel (such exceptions to be acceptable to KIDDE) and based upon such knowledge as such counsel may have obtained without an independent investigation, it does not know of any material defaults or meritorious basis for any claim of such defaults or any litigation, proceeding, governmental investigation or labor dispute pending or threatened against or relating to DURA or its subsidiaries, their property or business, or which seeks to restrain or obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby.

(v) To the best of its knowledge as General Counsel for DURA and its subsidiaries, the representations and warranties with respect to their properties and assets, the circumstances with respect to zoning, building or other laws and regulations, and the powers of attorney and contracts (including collective bargaining or employment agreements and bonus, profit sharing, pension or deferred compensation plans) which DURA has made are as set forth in Section 9 of this Agreement; and such Counsel does not know or have reason to believe that there are any defects in or encumbrances upon the title of DURA or any subsidiary to the property to be transferred hereunder, which would violate the representations in such Section 9.

(i) KIDDE shall have been furnished with an opinion, dated the Closing Date, of Patent Counsel for DURA, which may be house counsel, to the effect that each of the patents and trade-marks listed in *Schedule N* is still in full force and effect.

(j) DURA shall have delivered to KIDDE's subsidiary valid assignments of all leases, contracts and licenses, and all other agreements made by it or by which it is bound, without changes in terms and conditions, together with necessary consents to any such assignments endorsed thereon or attached thereto, except with respect to such contracts, leases and licenses, the non-assignment of which would not materially and adversely affect DURA or any subsidiary.

(k) No suit, action or other proceeding of material consequence shall be pending or threatened before any court or other governmental agency in which it is sought to restrain or prohibit, to obtain damages or other relief in connection with this Agreement or the consummation of the transaction contemplated hereby except as there may be proceedings under Section 44 of the Michigan General Corporation Act.

(l) The shareholders named in an agreement attached hereto, as an exhibit, shall have executed the same.

(m) The obtaining of consents, if necessary, to the assignment of DURA's or its subsidiaries' government contracts and subcontracts.

(n) The KIDDE Preference Shares to be delivered to DURA at the Closing and the shares of Common Stock into which such shares are convertible shall have been listed or listed subject to official notice of issuance, on the American Stock Exchange or the New York Stock Exchange if KIDDE Stock is then listed on such latter Exchange.

(o) KIDDE shall have received a certificate of Messrs. Peat, Marwick, Mitchell & Co., dated the Closing Date, in form and substance satisfactory to KIDDE, to the effect that (i) DURA's certified Balance Sheet at July 31, 1965 adequately provides (either in accruals for taxes or in other recorded liability or reserve accounts) for the payment of all material federal, state, local and foreign taxes of DURA and its subsidiaries for the year then ended and for all years prior thereto, and (ii) the circumstances with respect to the filing, examination, settlement of, and the giving of waivers with respect to tax returns are as set forth in Section 9(e)(vii) of this Agreement.

(p) The shareholders of KIDDE shall have approved this Agreement at a meeting duly called and held.

13. *Conditions Precedent to* DURA'S *Obligations*. Each and every obligation of DURA to be performed on the Closing or thereafter shall be subject to the satisfaction, prior to or concurrently with the performance of such obligation, of the following conditions:

(a) The representations and warranties made by KIDDE in this Agreement or given on behalf of KIDDE hereunder shall be true on and as of the Closing with the same force and effect as though they had been made or given on and as of the Closing, it being nevertheless expressly understood that the provisions of this paragraph (a) shall not be deemed or construed to prohibit KIDDE, after the date hereof, from declaring and paying regular semi-annual cash dividends on its Preference Shares, the regular annual stock dividends on its Common Shares not in excess of 3%, or from issuing shares of stock in connection with any acquisition, on exercise of any stock option, or on conversion of any Preference Share or 5% Convertible Subordinated Note due 1991.

(b) KIDDE shall have performed and complied with all its obligations under this Agreement which are to be performed or complied with by it prior to or on the Closing Date or thereafter, as the case may be.

(c) DURA shall have been furnished with an opinion, dated the Closing Date, of Gates & Laber, Counsel for KIDDE, to the effect that:

(i) KIDDE is a corporation duly organized and validly existing and in good standing under the laws of the State of New York and has the corporate power to carry on its business.

(ii) All of the KIDDE Preference Shares and shares of KIDDE Common Stock which are outstanding (including the shares delivered to DURA at the Closing) are, and the shares of Common Stock which may be issued on conversion of the Preference Shares will be, validly issued, fully paid and nonassessable and are duly listed on the American Stock Exchange or on the New York Stock Exchange, if such KIDDE Stock is then listed on such latter Exchange.

(iii) The execution, delivery and performance of this Agreement by KIDDE have been duly authorized and approved by all requisite action of KIDDE's Board of Directors and Shareholders, and this Agreement has been duly executed and delivered by KIDDE, and constitutes the valid and binding obligations of KIDDE.

(iv) The purchase of the DURA Assets, the consummation by KIDDE of the transactions herein contemplated including the execution, delivery and consummation of this Agreement comply with all relevant law and, so far as is known to counsel, will not violate, conflict with or result in a material breach of any of the terms of any agreement or instrument to which either KIDDE or any subsidiary of KIDDE is a party or by which it is or may be bound, including KIDDE's By-Laws and Certificate of Incorporation, or constitute a material default thereunder.

(v) Except as may be specified in writing by such counsel (such exceptions to be acceptable to DURA), and based upon such knowledge as such counsel may have acquired without an independent investigation, it does not know of any material defaults or meritorious basis for any claim of such defaults or any litigation, proceeding or governmental investigation or labor dispute pending or threatened against or relating to KIDDE or its subsidiaries, their property or business, or which seeks to restrain or obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby.

(d) The KIDDE Preference Shares to be delivered to DURA at the Closing and the shares of Common Stock into which such shares are convertible shall have been listed or listed subject to official notice of issuance, on the American Stock Exchange or the New York Stock Exchange if KIDDE Stock is then listed on such latter Exchange.

(e) No suit, action or other proceeding of material consequence shall be pending or threatened before any court or other governmental agency in which it is sought to restrain or prohibit, to obtain damages or other relief in connection with this Agreement or the consummation of the transaction contemplated hereby.

(f) DURA shall have received a ruling or rulings from the United States Treasury Department reasonably satisfactory to Counsel for DURA to the effect that, on the basis of the transactions contemplated by this Agreement, for Federal income tax purposes:

(i) no gain or loss will be recognized to DURA upon consummation of the transfer of its assets and business as provided in this Agreement;

(ii) no gain or loss (except gain or loss on the sale of fractional interest in KIDDE Preference Shares) will be recognized to the holders of DURA's Common Stock upon distribution to them in liquidation, as contemplated hereby, of KIDDE Preference Shares;

(iii) the basis of KIDDE Preference Shares in the hands of the DURA shareholders will be the cost or other basis of the DURA Common Stock surrendered;

(iv) either (A) such KIDDE Shares will not constitute "Section 306 Stock" within the meaning of Section 306(c), or, (B) if such Shares are Section 306 Stock, Section 306(a) will not be applicable to the disposition thereof by the former stockholders of DURA; and

(v) under present law, no gain or loss will be recognized to a holder of KIDDE Preference Shares upon the conversion of such shares into Common Stock of KIDDE, except that any cash paid by KIDDE in lieu of fractional shares will be taxable as a dividend.

HNA00019

(g) The sale of the DURA Assets to KIDDE, and the dissolution and liquidation of DURA as herein provided, shall have been duly authorized, in accordance with the laws of the State of Michigan, at a meeting of DURA's shareholders held for such purposes by the requisite vote of the shares of DURA Common Stock entitled to vote thereon.

(h) The shareholders of KIDDE shall have approved this Agreement at a meeting duly called and held.

(i) Neither the business nor properties of KIDDE or any of its subsidiaries shall have been materially and adversely affected as of the Closing in any way as a result of fire, explosion, earthquake, disaster, accident, labor dispute, requisition or taking by the United States or any other governmental authority, flood, drought, embargo, riot, civil disturbance, uprising, activity of armed forces or act of God or public enemy.

14. *Consents of Lenders.*

(a) Anything to the contrary herein nothwithstanding, the consent to this Agreement of any DURA lender shall not be deemed or construed a condition precedent under Sections 12 and 13 hereof.

(b) If DURA or any of its subsidiaries is unable to obtain any such consent or consents and if consummation of the transactions contemplated by this Agreement would constitute a breach of any agreement with such a lender, KIDDE shall deliver to DURA at the Closing an undertaking to assume and indemnify DURA and its subsidiaries against all damages, liabilities and expenses (including, without limitation, expenses of litigation) that may be incurred by DURA and its subsidiaries, their directors and officers, if DURA proceeds with the performance of its obligations under this Agreement without such consents, and the failure to obtain any such consent shall be a permissible exception to the warranty and representation of DURA set forth in Section 9(a) (iv) of this Agreement, and to the opinion of counsel required by Section 12(h) of this Agreement.

15. *Trade Secrets and Business.*

(a) From and after the Closing and until its dissolution, DURA will not directly or indirectly own, manage, operate, join, control or participate in the ownership, management, operation or control of, or be connected in any manner with any business under any name similar to that of DURA and after the Closing, DURA will not in any manner, directly or indirectly, engage in or become interested in any business (except to hold KIDDE Preference Shares) of the same or a similar nature to that carried on by KIDDE.

(b) DURA agrees that the remedy at law for any breach of paragraph (a) of this Section will be inadequate, and that KIDDE shall be entitled to injunctive relief in addition to any other remedy it may have.

16. DURA *Stock Option, Bonus and Profit Sharing Plans.*

(a) Except as set forth in Section 2(c) and 2(d) of this Agreement, KIDDE's Subsidiary shall succeed to all of DURA's rights and obligations under DURA's 1953 and 1964 Stock Option Plans, DURA's Bonus Plan for Salaried Employees, and DURA's Profit Sharing Plan for Salaried Employees. Notwithstanding the foregoing, nothing contained in this Agreement shall be construed as a commitment by KIDDE or KIDDE's Subsidiary to continue any of such Plans.

(b) Nothing contained in this Agreement shall be construed to prevent DURA from making awards for its fiscal year ending July 31, 1966 pursuant to its Bonus Plan for Salaried Employees or from making a contribution for such fiscal year pursuant to the Profit Sharing Plan for Salaried Employees.

17. *Bulk Sales Laws.* KIDDE hereby waives compliance by DURA with the provisions of any applicable bulk sales law.

18. *Nature and Survival of Representations.* The representations and warranties made by KIDDE and DURA in this Agreement shall expire with, and be terminated and extinguished by, the Closing on the Closing Date. This Section 18 shall have no effect upon the obligations of KIDDE or DURA to perform its covenants and agreements in this Agreement to the extent that under the terms of this Agreement such covenants and agreements are to be performed in whole or in part after the Closing.

19. *Entire Agreement and Law Governing.* This Agreement sets forth the entire understanding and agreement between the parties with reference to the subject matter hereof and may not be modified or terminated orally, and shall be construed, interpreted, and the rights of the parties determined, in accordance with the law of the State of New York.

20. *Benefit of Parties.* All of the terms and provisions of this Agreement by or for the benefit of the parties shall be binding upon and inure to the benefit of their successors and assigns.

21. *Notices.* All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed, certified or registered mail with postage prepaid, (a) if to KIDDE, to Fred R. Sullivan, Walter Kidde & Company, Inc., 675 Main Street, Belleville, New Jersey, with a copy to Nathan H. Gates, Gates & Laber, (b) if to DURA, to Harry Lynn Pierson and J. Thomas Smith, 21800 Greenfield Road, Oak Park, Michigan, with a copy to James Spencer, Dykema, Wheat, Spencer, Goodnow & Trigg, 2700 Penobscot Building, Detroit, Michigan, or (c) to such other person and place as KIDDE or DURA shall furnish to the other party in writing.

22. *Counterparts.* This Agreement shall be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23. *Headings.* The headings in the sections and paragraphs of this Agreement and Plan of Reorganization are inserted for convenience of reference only and shall not constitute a part hereof.

IN WITNESS WHEREOF each of the parties hereto has executed or has caused this Agreement and Plan of Reorganization to be executed the day and year stated above.

WALTER KIDDE & COMPANY, INC.

By: FRED R. SULLIVAN
President

DURA CORPORATION

By: J. THOMAS SMITH
President

In the presence of:

FRANC M. B. RICCIARDI
J. J. SCHOFIELD

(g) The sale of the DURA Assets to KIDDE, and the dissolution and liquidation of DURA as herein provided, shall have been duly authorized, in accordance with the laws of the State of Michigan, at a meeting of DURA's shareholders held for such purposes by the requisite vote of the shares of DURA Common Stock entitled to vote thereon.

(h) The shareholders of KIDDE shall have approved this Agreement at a meeting duly called and held.

(i) Neither the business nor properties of KIDDE or any of its subsidiaries shall have been materially and adversely affected as of the Closing in any way as a result of fire, explosion, earthquake, disaster, accident, labor dispute, requisition or taking by the United States or any other governmental authority, flood, drought, embargo, riot, civil disturbance, uprising, activity of armed forces or act of God or public enemy.

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(b) If DURA or any of its subsidiaries is unable to obtain any such consent or consents and if consummation of the transactions contemplated by this Agreement would constitute a breach of any agreement with such a lender, KIDDE shall deliver to DURA at the Closing an undertaking to assume and indemnify DURA and its subsidiaries against all damages, liabilities and expenses (including, without limitation, expenses of litigation) that may be incurred by DURA and its subsidiaries, their directors and officers, if DURA proceeds with the performance of its obligations under this Agreement without such consents, and the failure to obtain any such consent shall be a permissible exception to the warranty and representation of DURA set forth in Section 9(a) (iv) of this Agreement, and to the opinion of counsel required by Section 12(h) of this Agreement.

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18. *Nature and Survival of Representations.* The representations and warranties made by KIDDE and DURA in this Agreement shall expire with, and be terminated and extinguished by, the Closing on the Closing Date. This Section 18 shall have no effect upon the obligations of KIDDE or DURA to perform its covenants and agreements in this Agreement to the extent that under the terms of this Agreement such covenants and agreements are to be performed in whole or in part after the Closing.

19. *Entire Agreement and Law Governing.* This Agreement sets forth the entire understanding and agreement between the parties with reference to the subject matter hereof and may not be modified or terminated orally, and shall be construed, interpreted, and the rights of the parties determined, in accordance with the law of the State of New York.

20. *Benefit of Parties.* All of the terms and provisions of this Agreement by or for the benefit of the parties shall be binding upon and inure to the benefit of their successors and assigns.

21. *Notices.* All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed, certified or registered mail with postage prepaid, (a) if to KIDDE, to Fred R. Sullivan, Walter Kidde & Company, Inc., 675 Main Street, Belleville, New Jersey, with a copy to Nathan H. Gates, Gates & Laber, (b) if to DURA, to Harry Lynn Pierson and J. Thomas Smith, 21800 Greenfield Road, Oak Park, Michigan, with a copy to James Spencer, Dykema, Wheat, Spencer, Goodnow & Trigg, 2700 Penobscot Building, Detroit, Michigan, or (c) to such other person and place as KIDDE or DURA shall furnish to the other party in writing.

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23. *Headings.* The headings in the sections and paragraphs of this Agreement and Plan of Reorganization are inserted for convenience of reference only and shall not constitute a part hereof.

IN WITNESS WHEREOF each of the parties hereto has executed or has caused this Agreement and Plan of Reorganization to be executed the day and year stated above.

WALTER KIDDE & COMPANY, INC.

By: FRED R. SULLIVAN
President

DURA CORPORATION

By: J. THOMAS SMITH
President

In the presence of:

FRANC M. B. RICCIARDI
J. J. SCHOFIELD

HNA00023

FORM 16—'65

STATE OF MICHIGAN

CORPORATION AND SECURITIES COMMISSION

LANSING, MICHIGAN

DO NOT WRITE IN SPACE BELOW — FOR COMMISSION USE		
Date Received: NOV 21 1966	Compared by: JE m D Date: NOV 22 1966	FILED NOV 22 1966 Allison Green STATE TREASURER MICHIGAN DEPARTMENT OF TREASURY
MICHIGAN DEPARTMENT OF TREASURY The powers, duties and functions relating hereto have been transferred to the Department of Treasury, pursuant to Act 380, P.A. 1965, as amended.	Examine:	

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

DURA CORPORATION
(Corporate Name),

a Michigan corporation, whose registered office is located at 21800 Greenfield Road (No.) (Street)

Oak Park (City) Oakland (County) Michigan 48237 (Zip Code), certifies pursuant to the provisions of Section 43 of Act No. 327 of the Public Acts of 1931, as amended, that at a meeting of the

shareholders (Shareholders or members) of said corporation called for the purpose of amending the articles of incorporation, and held on the 21st day of November, 1966,

it was resolved by the vote of {the holders of a majority of the shares / ~~the holders of two-thirds of the shares~~ / ~~a majority of the members~~} of each class entitled to vote

and by {a majority of the shares / ~~two-thirds of the shares~~ / ~~a majority of the members~~} of each class whose rights, privileges or preferences are changed,

that Articles No. I and ~~VII~~ of the Articles of Incorporation is amended to read as follows, viz.:

ARTICLE I.

(Any article being amended is required to be set forth in its entirety.)

The name of this Corporation is Harvester Liquidation, Inc.

ARTICLE VII

The corporate existence of this Corporation shall terminate March 1, 1967.

HNA00253

FORM 16

GOLD SEAL APPEARS ONLY ON ORIGINAL

(Continued on the reverse side)

FORM 16

NOTE: Sec. 43, amended by Act 155, P. A. 1953, provides:
"* * * That any amendment which impairs the preemptive right of the holders of shares of any class of capital stock entitled to such right shall be approved by the vote of the holders of 2/3 of the shares of each such class. * * *"

Signed on November 21, 1966.

DURA CORPORATION
(Corporate Name)

(Corporate Seal if any)

By
~~President or~~ Vice-President)
J. J. Schofield

(Secretary ~~or Assistant Secretary~~)
Robert W. Stocker

STATE OF MICHIGAN
COUNTY OF OAKLAND } ss.

On this 21st day of November, 1966, before me appeared

J. J. Schofield
~~President or~~ Vice-President)

to me personally known, who, being by me duly sworn, did say that he is ~~the~~ a ~~president or~~ vice-president

of Dura Corporation,
(Corporate Name)

which executed the foregoing instrument, and that *[the seal affixed to said instrument is the corporate seal of said corporation, and that] said instrument was signed *[and sealed] in behalf of said corporation by authority of its board of directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.

*If corporation has no seal strike out the words in brackets and add at end of acknowledgment the following: "and that said corporation has no corporate seal".

(Signature of Notary)

Notary Public for Wayne County, State of Michigan. Acting in Oakland County

My Commission expires 9-20-70

(Notarial seal required if acknowledgment taken out of State)

Mail Three Signed and Acknowledged Copies To:
Michigan Corporation and Securities Commission
P. O. Box 898 Lansing, Michigan 48904
Filing Fee $5.00 — Make fee payable to State of Michigan

11

HNA00254

GOLD SEAL APPEARS ONLY ON ORIGINAL

FORM 16—'65

STATE OF MICHIGAN

CORPORATION AND SECURITIES COMMISSION

LANSING, MICHIGAN

DO NOT WRITE IN SPACE BELOW — FOR COMMISSION USE		
Date Received: NOV 21 1966	Compared by: DE m D Date: NOV 22 1966	FILED NOV 22 1966 Allison Green STATE TREASURER MICHIGAN DEPARTMENT OF TREASURY
MICHIGAN DEPARTMENT OF TREASURY The powers, duties and functions relating hereto have been transferred to the Department of Treasury, pursuant to Act 380, P.A. 1965, as amended.	Examine:	

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

DURA CORPORATION
(Corporate Name),

a Michigan corporation, whose registered office is located at 21800 Greenfield Road (No.) (Street)

Oak Park (City) Oakland (County) Michigan 48237 (Zip Code), certifies pursuant to the provisions of Section 43 of Act No. 327 of the Public Acts of 1931, as amended, that at a meeting of the

shareholders (Shareholders or members) of said corporation called for the purpose of amending the articles of incorporation, and held on the 21st day of November, 1966,

it was resolved by the vote of {the holders of a majority of the shares / ~~the holders of two-thirds of the shares~~ / ~~a majority of the members~~} of each class entitled to vote

and by {a majority of the shares / ~~two-thirds of the shares~~ / ~~a majority of the members~~} of each class whose rights, privileges or preferences are changed,

that Articles I and No. ~~VII~~ of the Articles of Incorporation is amended to read as follows, viz.:

ARTICLE I.

(Any article being amended is required to be set forth in its entirety.)

The name of this Corporation is Harvester Liquidation, Inc.

ARTICLE VII

The corporate existence of this Corporation shall terminate March 1, 1967.

HNA00253

FORM 16

GOLD SEAL APPEARS ONLY ON ORIGINAL

(Continued on the reverse side)

FORM 17—'64

STATE OF MICHIGAN

CORPORATION AND SECURITIES COMMISSION

LANSING, MICHIGAN

DO NOT WRITE IN SPACE BELOW — FOR COMMISSION USE

Date Received:	Compared by:	FILED
APR 24 1967	Date: APR 25 1967	APR 26 1967
	Examiner:	STATE TREASURER MICHIGAN DEPARTMENT OF TREASURY

MICHIGAN DEPARTMENT OF TREASURY
The powers, duties and functions relating hereto have been transferred to the Department of Treasury, pursuant to Act 380, P.A. 1965, as amended.

CERTIFICATE OF TERMINATION

We, the undersigned, being a majority of the remaining members of the last board of directors of Harvester Liquidation, Inc. (Corporate Name), a Michigan corporation, whose registered office is 21800 Greenfield Road (No.) (Street) Oak Park (City) Oakland (County), Michigan, 48237 (Zip Code), do hereby certify and give notice in accordance with the provisions of Section 74, of Act 327, Public Acts of 1931, as amended, that the said corporation has been terminated by expiration of term on March 1, 1967 (Date term expired).

The name and address of the custodian of the corporation's books and records* is Dura Corporation, (Name) 21800 Greenfield Road, (No.) (Street) Oak Park (City) Oakland (County), Michigan 48237 (Zip Code).

Majority of the remaining members of the last board of directors.

Signed on April 17, 1967.

*Section 77 — Whenever the charter of any corporation shall expire or the corporation is otherwise dissolved the directors of such corporation shall provide for the safekeeping of its books and records, which they may do by deposit of the same with any bank or trust company of this state.

HNA00257

GOLD SEAL APPEARS ONLY ON ORIGINAL

(Continued on reverse side)

Form 17

AFFIDAVIT

(Notice to Creditors and Notice of Publication)

STATE OF MICHIGAN

COUNTY OF OAKLAND

E. A. BAKO (Name of Officer), being duly sworn, says, as Assistant (Treasurer or Other Officer) Treasurer of Harvester Liquidation, Inc. (Name of Corporation), a Michigan corporation, having its registered office located at 21800 (No.) Greenfield Road (Street) Oak Park (City) Oakland (County), Michigan, 48237 (Zip Code), that the term of existence of said corporation terminated on the first day of March, 1967, whereupon the last board of directors thereof, within 60 days thereafter, made a certificate to such effect, to which this affidavit is attached, signed by a majority of the remaining members of such board, and the Assistant Treasurer (Treasurer or Other Officer) gave notice of such termination in writing, by mail or personal delivery, to each of its known creditors; and within said 60 days published notice of such termination once each week for three successive weeks next preceding the date fixed in such notice, in the Pontiac-Oakland County Legal News (Name of Newspaper) published in Pontiac, Michigan (Location of Registered Office), calling the attention of all its creditors to the same and requesting such creditors to present their claims at the corporation's office on or before the date fixed in such notice for the filing of claims; and that all the requirements of Section 74 of Act 327, Public Acts of 1931, as amended, have been complied with.

Attached is a true copy of the published notice.

(Here affix copy of published notice)

Dykema, Wheat, Spencer, Goodnow and Trigg, Attys. 2700 Penobscot Bldg., Detroit 48226

NOTICE is hereby given to creditors of Harvester Liquidation, Inc., 21800 Greenfield Road, Oak Park, Michigan, a Michigan corporation, that the term of existence expired March 1, 1967 and that claims of creditors may be filed with the corporation at its offices at 21800 Greenfield Road, Oak Park, Michigan, on or before April 21, 1967.

HARVESTER LIQUIDATION, INC.
By E. R. Bako
Assistant Treasurer

Published in the Pon-Oak Cty Legal News
Mar 31 - Apr 14

Ernest A Bako
(Signature of Treasurer or Other Officer)

Subscribed and sworn to before me this 17th day of April, 1967.

Rosemary S. Conlon
(Signature of Notary)

(Print or type name of Notary) Rosemary S. Conlon

Notary Public for Wayne County, State of Michigan. Acting in Oakland County, Michigan

My commission expires September 20, 1970.

Mail Three Signed and Acknowledged Copies To:
Michigan Corporation and Securities Commission
P. O. Box 898 Lansing, Michigan 48904
Filing Fee $5.00

Form 17

HNA00258

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8-20-98 2:13 PM ; 5173737130;# 2/ 4

MICHIGAN STATE LAW LIBRARY DEC 27 1973

THE

COMPILED LAWS

of the

STATE OF MICHIGAN

1948

COMPILED, ARRANGED AND ANNOTATED UNDER ACT 242 OF 1943
AS AMENDED BY ACT 209 OF 1945 AND ACT 155 OF 1947.

EUGENE F. SHARKOFF, Chairman
HIRAM C. BOND, Vice-Chairman
FRED I. CHASE, Secretary
NORMAN E. PHILLEO,
WILLIAM B. CUDLIP,
Commissioners.

VOLUME III

ANN ARBOR
THE ANN ARBOR PRESS
PRINTERS
1948

450.74a —Same; directors as trustees.

Sec. 74a. Same; directors as trustees. Upon the sale of all or substantially all of the assets of any corporation, or the expiration of the term of any corporation by limitation or annulment by forfeiture, or the voluntary dissolution of any corporation, the directors then in office and the survivors of them shall be trustees of the properties of such corporation for the benefit and in behalf of the creditors and shareholders as their respective interests may appear, for the purpose of distributing the same as permitted by law to the creditors and shareholders of such corporation, and for this purpose a majority of such directors acting as trustees shall have full authority and capacity to collect and administer such properties, to compromise and compound, adjust and settle any claims or demands by or against the corporation or said properties, to sell, transfer and assign said properties in whole or in part for cash or on credit, or part cash and part credit, and on such terms and conditions as to them, in exercise of their discretion, may seem best, and to do such other acts and things permitted by law which may be necessary or proper in order to permit them to execute their trust: Provided, however, That whenever the number of directors of such a corporation, so selling its assets or whose term shall so expire or which all so voluntarily dissolve, shall at or during such trusteeship, by death, resignation or otherwise, be less than the full number of directors required or authorized by statute or the bylaws of such corporation, then and in that event a majority of the remaining, surviving directors or the sole surviving director, shall from time to time, during such trusteeship, have all the powers to act under this section: And, provided further, That such trusteeship shall not be operative as to any assets of the corporation under the control of a court of competent jurisdiction.

HISTORY: Add. 1943, p. 221, Act 160, Imd. Eff. April 17.

450.75. Dissolved or defunct corporation, continuation for special purposes.

Sec. 75. Same: Continuation of corporation for certain purposes. All corporations whose charters shall have expired by limitation or dissolution or shall be annulled by forfeiture or in any other way or manner have become void shall nevertheless continue to be bodies corporate for the further term of 3 years from such expiration, dissolution or forfeiture for the purpose of prosecuting and defending suits for or against them and of enabling them gradually to settle and close their affairs and to dispose of and convey their property and to divide their assets; but not for the purpose of continuing the business for which such corporations were organized: Provided, That with respect to any action, suit or proceeding begun or commenced by or against the corporation prior to such expiration, dissolution or forfeiture and with respect to any action, suit or proceedings begun or commenced by the corporation within 3 years after the date of such expiration, dissolution or forfeiture, such corporation shall only for the purpose of such actions, suits or proceedings so begun or commenced be continued a body corporate beyond said 3 year period and until any judgments, orders or decrees therein shall be fully executed: And provided further, That whenever the number of directors of such a corporation whose charter has so expired or shall have been forfeited or which is otherwise dissolved shall at or before the beginning of or during said term of 3 years by death, resignation or otherwise, be less than the full number of directors required or authorized by statute or the by-laws of such corporation, then and in that event a majority of the remaining, surviving directors or the sole surviving director, shall from time to time, during said period of 3 years, have all the powers to act for such corporation under this section which are conferred upon or which exist in the board of directors of such corporation before the expiration of its charter or during said term of 3 years.

HISTORY: Am. 1933, p. 131, Act 96, Imd. Eff. May 31. This section as originally enacted superseded Sec. 4 of Ch. IV of Pt. I of Act 84 of 1931. Am. 1927, p. 805, Act 333, Eff. Sept. 5; Am. 1926, p. 632, Act 267, Eff. Aug. 28, being C.L. 1929, 9975.

450.75a Same; title to and administration of assets; distribution of assets; notice, publication; affidavit, penalty for failure to file.

Sec. 75a. After expiration of the 3 year period provided for in section 75, title to any assets of the corporation, which, through inadvertance or otherwise, shall not have been fully liquidated or administered, shall be vested in the last board of directors, and the

Exhibit B

RECEIPT OF DEPARTMENT OF STATE

STATE OF NEW YORK DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS
ALBANY

FILING RECEIPT

TYPE OF CERTIFICATE
Stock Corporation

CORPORATION NAME
W K CORPORATION

DATE
11/9/66

DURATION & CO. CODE
P 31

FILM NO.
586450-3

NO. AND KIND OF SHARES
2,000 pv $1.

LOCATION OF PRIN. OFFICE
NYC, NY CC.

COMMENT

ADDRESS FOR SERVICE OF PROCESS
GATES & LABER, 501 MADISON AVE., N.Y., N.Y.

REGISTERED AGENT, IF ANY

FILER AND ADDRESS
GATES & LABER
501 MADISON AVE.
N.Y., N.Y.

6 DOLLAR FEE TO COUNTY

FEES AND/OR TAX PAID AS FOLLOWS:

☒ CHK. ☐ M.O. ☐ CASH $ 60

$ 50 FILING
$ 10 TAX
$ CERTIFIED COPY
$ CERTIFICATE

TOTAL $ 60
REFUND OF $ TO FOLLOW

JOHN P. LOMENZO
SECRETARY OF STATE

CO-518 (REV. 3/66)

PRINTED BY THE STANDARD REGISTER COMPANY, U.S.A.

HNA00025

State of New York
Department of State } ss.:

18027

I hereby certify that I have compared the annexed copy with the original document filed by the Department of State and that the same is a correct transcript of said original.

Witness my hand and seal of the Department of State on JUN 2 3 1976

Secretary of State

G662–504

HNA00026

P-H

596150

CERTIFICATE OF INCORPORATION

OF

W K CORPORATION

(Under Section 402 of theBusiness Corporation Law)

The undersigned, a natural person, at least twenty-one years of age, for the purpose of forming a corporation pursuant to the provisions of the Business Corporation Law of the State of New York, does hereby certify as follows:

FIRST: The name of the corporation is W K CORPORATION.

SECOND: The purposes for which it is formed are as follows:

To research, develop, invest, ~~design, engineer~~, manufacture, produce, process, extract, construct, erect, assemble, experiment with, alter, improve, remodel, equip, install, repair, maintain, manage, operate, purchase, lease or otherwise acquire, hold, use, import, export, trade and deal in, distribute, convey, sell or otherwise dispose of, as principal or agent, any electric, electrical, electronic, mechanical, electromechanical, mettalurgical, chemical, electrochemical, magnetic, electromagnetic, electrophysical, wood, metal or plastic products, devices, appliances, apparatus, articles, machines, engines, parts, accessories, fixtures, materials, compounds, plants, attachments, equipment, ordnance or other products, goods, wares, merchandise and property of every description, and any and all other contrivances or things whatsoever, producing, utilizing, related to or connected with any of the foregoing, or any other articles of commerce of every description, including, but not limited to, agricultural implements, automotive products and service equipment, office equipment, business machines, data processing machines, electrohydraulic and electromechanized actuators, industrial pumps and power lawn and garden equipment.

THIRD: Its office in the State of New York is located in the City of New York, County of New York.

FOURTH: The aggregate number of shares which the corporation shall have authority to issue is two thousand (2,000) common shares, par value $1.00.

CERTIFICATE OF INCORPORATION

FIFTH: The Secretary of State of the State of New York is hereby designated as the agent of the corporation upon whom any process in any action or proceeding against it may be served. The address to which the Secretary of State shall mail a copy of process in any action or proceeding against the corporation which may be served upon him is: Nathan H. Gates, c/o Gates & Laber, 501 Madison Avenue, New York, New York 10022.

IN WITNESS WHEREOF, I have made, signed and acknowledged this Certificate of Incorporation this 31st day of October, 1966.

Stephen A. Zelnick
501 Madison Avenue
New York, New York

STATE OF NEW YORK)
: SS.:
COUNTY OF NEW YORK)

On this 31st day of October, 1966, before me personally came Stephen A. Zelnick, to me known and known to me to be the individual described in and who executed the foregoing certificate, and he acknowledged to me that he executed the same.

Qualified in New York County
Commission Expires March 30, 1968

P-H

586450 - 3

B4/9

CERTIFICATE OF INCORPORATION

OF

W K CORPORATION

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED NOV 9 1966
TAX $ 10
FILING FEE $ 50

John P. Lomenzo
Secretary of State
By

P-31 my

GATES & LABER
ATTORNEYS AT LAW
501 MADISON AVENUE
NEW YORK, N. Y. 10022

HNA00029

CERTIFICATE OF AMENDMENT OF
THE CERTIFICATE OF INCORPORATION

- OF -

W K CORPORATION

(Under Section 805 of the Business Corporation Law)

FIRST: The name of the corporation is W K CORPORATION.

SECOND: The Certificate of Incorporation of the corporation was filed by the Department of State on November 9, 1966.

THIRD: The amendment of the Certificate of Incorporation effected by this Certificate is to change the name of the corporation to DURA CORPORATION.

FOURTH: To accomplish the foregoing proceeding, Article "FIRST" is hereby stricken out in its entirety and the following new Article "FIRST" substituted in lieu thereof:

"FIRST: The name of the corporation is DURA CORPORATION"

FIFTH: The foregoing amendment of the Certificate of Incorporation was authorized by the unanimous written consent of the holder of all the outstanding shares of the corporation entitled to vote on the aforesaid amendment of the Certificate of Incorporation.

IN WITNESS WHEREOF, the undersigned has hereunto signed this certificate this day of 1966.

HNA00030

WALTER KIDDE & COMPANY, INC.
(Sole shareholder of W K CORPORATION)

By: _____
Franc M. Ricciardi, President

CERTIFICATE OF AMENDMENT

OF THE CERTIFICATE OF INCORPORATION

OF

DURA CORPORATION

UNDER SECTION 805 OF THE BUSINESS CORPORATION LAW

* * * * *

A 85101

WE, THE UNDERSIGNED, Hugh H. Shull, Jr. and Daryl W. Goodrich, being respectively the Vice President and the Assistant Secretary of Dura Corporation hereby certify:

1. The name of the corporation is Dura Corporation.

2. The certificate of incorporation of said corporation was filed by the Department of State on the 9th day of November, 1966 under the name WK Corporation.

3. (a) The certificate of incorporation is amended to change the name of the corporation to Lucca Liquidating, Inc.

(b) To effect the foregoing, Article One relating to the name of the corporation is amended to read as follows:

1. The name of the corporation is Lucca Liquidating, Inc.

4. The amendment was authorized in the following manner: By vote of the holders of a majority of outstanding shares entitled to vote.

IN WITNESS WHEREOF, we have signed this certificate on the 23rd day of March, 1982 and we affirm the statements contained therein as true under penalties of perjury.

Hugh H. Shull

Hugh H. Shull, Jr., Vice President

Daryl W. Goodrich

Daryl W. Goodrich, Assistant Secretary

A859101

A859101

Wilson, [illegible]
Two Palo [illegible]
Palo Alto, [illegible]

STATE OF NEW YORK
DEPARTMENT OF STATE

82
60
12
10

4

HNA00099

NYS DEPARTMENT OF STATE

FILING RECEIPT AMENDMENT-CHANGE OF NAME (BUSINESS)

ORATION NAME

MARLINCA CORPORATION

E FILED	DURATION & COUNTY CODE	FILM NUMBER	CASH NUMBER
06/23/82	NEW	A879890-2	035364

NUMBER AND KIND OF SHARES	LOCATION OF PRINCIPAL OFFICE

MMENTS:

*USC

ADDRESS FOR PROCESS	REGISTERED AGENT

ES AND/OR TAX PAID AS FOLLOWS:

OUNT OF CHECK $_____ AMOUNT OF MONEY ORDER $ 00073.00 AMOUNT OF CASH $_____

6.00 DOLLAR FEE TO COUNTY

$ 060.00 FILING TAX

$ 03.00 CERTIFIED COPY

$ CERTIFICATE

010.00 MISCELLANEOUS

TOTAL PAYMENT $ 0000073.00

REFUND OF $

TO FOLLOW

AME AND ADDRESS

KIDDE, INC.
9 BRIGHTON RD
P.O. BOX 1899
CLIFTON NJ 07015

30-518 (1/78)

BASIL A PATERSON - SECRETARY OF STATE

HNA00100

State of New York
Department of State } ss.:

30143

hereby certify that I have compared the annexed copy with the original document filed by the Department of State and that the same is a correct transcript of said original.

Witness my hand and seal of the Department of State on JUN 2 3 1982

Basil A. Paterson

Secretary of State

3020-504 (12/78)

USC

USC

19-80-1619

CERTIFICATE OF AMENDMENT

OF THE CERTIFICATE OF INCORPORATION

OF

LUCCA LIQUIDATING, INC.

UNDER SECTION 805 OF THE BUSINESS CORPORATION LAW

* * * * * *

WE, THE UNDERSIGNED, Hugh H. Shull, Jr. and Daryl W. Goodrich, being respectively the Vice President and the Assistant Secretary of Lucca Liquidating, Inc. hereby certify:

1. The name of the corporation is Lucca Liquidating, Inc.

2. The certificate of incorporation of said corporation was filed by the Department of State on the 9th day of November, 1966, under the original name of W K CORPORATION.

3. (a) The certificate of incorporation is amended to change the name of the corporation to Marlinca Corporation.

(b) To effect the foregoing, Article One relating to the name of the corporation is amended to read as follows:

(i) The name of the corporation is Marlinca Corporation.

4. The amendment was authorized in the following manner: By vote of the holders of a majority of outstanding shares entitled to vote.

IN WITNESS WHEREOF, we have signed this certificate on the 14th day of June, 1982 and we affirm the statements contained therein as true under penalties of perjury.

HNA00102

A879890

A879890

Hugh H. Shull, Jr., Vice President

Daryl W. Goodrich, Asst. Secretary

State of New York
Department of State } ss.:

6208

I hereby certify that I have compared the annexed copy with the original document filed by the Department of State and that the same is a correct transcript of said original.

Witness my hand and seal of the Department of State on FEB 1 1984

Secretary of State

380507-004(12/82)

USC

CERTIFICATE OF DISSOLUTION
OF
MARLINCA CORPORATION

Under Section 1003 of the
Business Corporation Law

USC

- - - - - - -

B064537

Pursuant to the provisions of Section 1003 of the Business Corporation Law, the undersigned, Hugh H. Shull, Vice President and Daryl W. Goodrich, Assistant Secretary, hereby certify:

FIRST: That the name under which the corporation was originally incorporated was W K CORPORATION, which was subsequently changed to MARLINCA CORPORATION.

SECOND: That the Certificate of Incorporation of the corporation was filed in the office of the Secretary of State, Albany, New York, on the 9th day of November, 1966.

THIRD: That the names and addresses of the directors of the corporation are as follows:

NAME	ADDRESS
Fred R. Sullivan	Park 80 West-Plaza Two, Saddle Brook, NJ
Bernard N. Ames	" " " "
David R. Ficca	" " " "

and the names, titles and addresses of the officers are as follows:

NAME	TITLE	ADDRESS
Bernard N. Ames	President	Park 80 West-Plaza Two, Saddle Brook, NJ
Patrick Duffy	Vice President	516 High St., Logansport, Indiana
Richard Barnitt	Vice President	Park 80 West-Plaza Two, Saddle Brook, NJ
David R. Ficca	Vice President & Secretary	" " " "
Hugh H. Shull, Jr.	Vice President & Assist. Secretary	" " " "
William B. McBride	Assist. Treasurer	" " " "
Thomas E. Grandell	Assist. Treasurer	" " " "
Daryl W. Goodrich	Assist. Secretary	" " " "

B064537

HNA00108

FOURTH: That the said corporation elects to dissolve.

FIFTH: That the dissolution of the corporation was authorized by the vote of the holders of two-thirds of all outstanding shares entitled to vote thereon at a meeting of shareholders.

IN WITNESS WHEREOF, we hereunto sign our names and affirm that the statements made herein are true under the penalties of perjury, this 29th day of December, 1983.

Hugh H. Shull, Jr., Vice President

Daryl W. Goodrich, Assistant Secretary

CT - 90 (7/81)

NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE
CORPORATION TAX, ALBANY, N. Y. 12227

To: *Secretary of State* *Date:* January 31, 1984

Pursuant to provisions of Section 1004 of Article 10 of the Business Corporation Law, the State Tax Commission hereby consents to the dissolution of MARLINCA CORPORATION if filed on or before 3-1-84 ID# 38-1818688 AA99

Attached are dissolution papers and $20.00 fee.

3

Filed by: U. S. CORP.

Application Received 1/11/84 (date)
M. Woofe

HNA00110

State of DELAWARE

Office of SECRETARY OF STATE

I, Glenn C. Kenton *Secretary of State of the State of Delaware, do hereby certify* that the "WALTER KIDDE & COMPANY, INC.", filed a Certificate of Amendment, changing its corporate title to "KIDDE, INC.", on the sixteenth day of April, A.D. 1980, at 1 o'clock P.M.

In Testimony Whereof, *I have hereunto set my hand and official seal at Dover this* twelfth *day of* May *in the year of our Lord one thousand nine hundred and* eighty-three

Glenn C. Kenton, Secretary of State

FORM 122

HNA00259

STATE OF DELAWARE

OFFICE OF SECRETARY OF STATE

I, GLENN C. KENTON, Secretary of State of the State of Delaware, do hereby certify that the Certificate of Incorporation of the "W.K.3 CORPORATION", was received and filed in this office the fifteenth day of March, A.D. 1968, at 9 o'clock A.M.

And I do hereby further certify that the said "W.K.3 CORPORATION", filed a Certificate of Amendment, on the third day of May, A.D. 1968, at 9 o'clock A.M.

And I do hereby further certify that the said "W.K.3 CORPORATION", filed a Certificate of Agreement of Merger, changing its corporate title to "WALTER KIDDE & COMPANY, INC.", on the second day of July, A.D. 1968, at 9 o'clock A.M.

And I do hereby further certify that the said "WALTER KIDDE & COMPANY, INC.", filed a Certificate of Agreement of Merger, on the tenth day of January, A.D. 1969, at 12 o'clock Noon.

And I do hereby further certify that the said "WALTER KIDDE & COMPANY, INC.", filed a Restated Certificate of Incorporation, on the sixth day of August, A.D. 1969, at 9 o'clock A.M.

And I do hereby further certify that the said "WALTER KIDDE & COMPANY, INC.", filed a Certificate of Amendment, on the twenty-third day of May, A.D. 1972, at 9 o'clock A.M.

And I do hereby further certify that the said "WALTER KIDDE & COMPANY, INC.", filed a Certificate of Correction, on the ninth day of June, A.D. 1975, at 9 o'clock A.M.

And I do hereby further certify that the said "WALTER KIDDE & COMPANY, INC.", filed a Certificate Designating Series C Convertible Cumulative Preference Shares, on the twenty-sixth day of January, A.D. 1976, at 9 o'clock A.M.

And I do hereby further certify that the said "WALTER KIDDE & COMPANY, INC.", filed a Certificate of Correction, on the twenty-second day of October, A.D. 1976, at 9 o'clock A.M.

And I do hereby further certify that the said "WALTER KIDDE & COMPANY, INC.", filed a Certificate Designating Series D Convertible Cumulative Preference Shares on the fifteenth day of July, A.D. 1977, at 4:10 o'clock P.M.;

And I do hereby further certify that the said "WALTER KIDDE & COMPANY, INC.", filed a Certificate of Increase of the Series C Convertible Cumulative Preference Shares on the fifteenth day of July, A.D. 1977, at 4:10 o'clock P.M.

And I do hereby further certify that the said "WALTER KIDDE & COMPANY, INC.", filed a Certificate of Amendment on the twenty-second day of July, A.D. 1977, at 9 o'clock A.M.

And I do hereby further certify that the said "WALTER KIDDE & COMPANY, INC.", filed a Certificate of Increase of Series C Convertible Cumulative Preference Shares, on the thirteenth day of June, A.D. 1978, at 9 o'clock A.M.

And I do hereby further certify that the said "WALTER KIDDE & COMPANY, INC.", filed a Certificate of Decrease of Series A Convertible Cumulative Preference Shares, on the sixth day of March, A.D. 1980, at 9 o'clock A.M.

And I do hereby further certify that the said "WALTER KIDDE & COMPANY, INC.", filed a Certificate of Reduction of Capital, on the sixth day of March, A.D. 1980, at 9 o'clock A.M.

And I do hereby further certify that the said "WALTER KIDDE & COMPANY, INC.", filed a Certificate of Amendment, changing its corporate title to "Kidde, Inc.", on the sixteenth day of April, A.D. 1980, at 1 o'clock P.M.

And I do hereby further certify that the said "Kidde, Inc.", filed a Restated Certificate of Incorporation on the twentieth day of May, A.D. 1982, at 9 o'clock A.M.

And I do hereby further certify that the aforesaid Certificates are the only Certificates on record of the aforesaid Corporation.

And I do hereby further certify that the aforesaid Corporation is duly incorporated under the laws of the State of Delaware and is in good standing and has a legal corporate existence not having been cancelled or dissolved so far as the records of this office show and is duly authorized to transact business.

And I do hereby further certify that the Annual Reports have been filed to date.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Dover this twelfth day of May in the year of our Lord one thousand nine hundred and eighty-three.

Glenn C. Kenton

Glenn C. Kenton, Secretary of State

FORM 124

State of Delaware

Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF CERTIFICATE OF OWNERSHIP OF THE "BLOOM-1 INC." A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, MERGING "KIDDE, INC." A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, PURSUANT TO SECTION 253 OF THE GENERAL CORPORATION LAW OF THE STATE OF DELAWARE AS RECEIVED AND FILED IN THIS OFFICE THE THIRTY-FIRST DAY OF MARCH, A.D. 1988, AT 2:20 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "BLOOM-1 INC.", HAS RELINQUISHED ITS CORPORATE TITLE AND ASSUMED IN PLACE

DEPARTMENT OF STATE
OFFICE OF THE SECRETARY OF STATE
1933 1970 1793
DELAWARE

Michael Harkins, Secretary of State

AUTHENTICATION: 11644323

728096051

DATE: 04/05/1988

CONTINUED ON PAGE 2

State of Delaware

Office of Secretary of State

THEREOF "KIDDE, INC."

! ! ! ! ! ! ! ! ! ! !

DEPARTMENT OF STATE
OFFICE OF THE SECRETARY OF STATE
1793
DELAWARE

728096051

Michael Harkins, Secretary of State

AUTHENTICATION: 1644323

DATE: 04/05/1988

HNA00112

CERTIFICATE OF OWNERSHIP AND MERGER
MERGING
KIDDE, INC.
INTO
BLOOM-1 INC.

* * * * *

UNDER SECTION 253 OF THE
GENERAL CORPORATION LAW

* * * * *

Bloom-1 Inc., a corporation organized and existing under the laws of Delaware, hereby certifies, pursuant to Section 253 of the General Corporation Law of the State of Delaware, as follows:

FIRST: That this corporation was incorporated on September 22, 1986, pursuant to the General Corporation Law of the State of Delaware.

SECOND: That this corporation owns all of the outstanding shares of the stock of Kidde, Inc., which was incorporated on March 15, 1968, under the Name of W.K. 3 Corporation, pursuant to the General Corporation Law of the State of Delaware.

THIRD: That this corporation, pursuant to the following resolutions duly adopted by its Board of Directors, by the unanimous written consent thereof filed with the minutes of the Board of Directors, on the 31st day of March, 1988 determined to and did merge Kidde, Inc. into this corporation:

RESOLVED, that to effect the liquidation of Kidde, Inc. (the "merged corporation") pursuant to its plan of liquidation and dissolution dated November 10, 1987, the merged corporation shall merge with and into Bloom-1 Inc. ("surviving corporation"), and the surviving corporation shall merge into itself, and assume all the obligations of the merged corporation; and

FURTHER RESOLVED, that the merger shall be effective upon the date of filing of the Certificate of Ownership and Merger referred to below with the Secretary of State of Delaware; and

FURTHER RESOLVED, that the terms and conditions of the merger are as follows:

(a) Each share of common stock of the surviving corporation which shall be outstanding on the effective date of the merger shall continue outstanding as a share of common stock of the surviving corporation;

(b) Each share of common stock of the merged corporation which shall be outstanding on the effective date of the merger, and all rights in respect thereof, shall be cancelled.

(c) The by-laws of the surviving corporation as they shall exist on the effective date of the merger shall continue as the by-laws of the surviving corporation until the same shall be altered, amended or repealed as therein provided;

(d) The certificate of incorporation of the surviving corporation, as heretofore amended and in effect on the date of the merger, shall continue in full force and effect as the certificate of incorporation of the corporation surviving the merger;

(e) The directors and officers of the surviving corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified;

(f) Upon the merger becoming effective, all the property, rights, privileges, powers, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged corporation shall be transferred to, vested in and devolve upon the surviving corporation without further act or deed and all property, rights, privileges, powers and franchises, and every other interest of the surviving corporation and the merged corporation shall be as effectively the property of the surviving corporation as they were of the surviving corporation and the merged corporation, respectively. The merged corporation shall, from time to time, as and when requested by the surviving corporation or by its successors or assigns, execute and deliver or cause to be executed and delivered all such deeds and instruments and take or cause to be taken such further or other action as the surviving corporation may deem necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merged corporation acquired or to be acquired by

reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the surviving corporation are fully authorized in the name of the merged corporation or otherwise to take any and all such action; and

FURTHER RESOLVED, that the proper officers of this corporation be and they hereby are directed to make and execute a Certificate of Ownership and Merger setting forth a copy of the resolutions to so merge the merged corporation into the surviving corporation and setting forth the date of adoption thereof, and to cause the same to be filed with the Secretary of State and a certified copy recorded in the office of the Recorder of Deeds of New Castle County and to do all acts and things whatsoever, whether within or without the State of Delaware, which may be necessary or proper to effect said merger; and

FURTHER RESOLVED, that the surviving corporation change its corporate name by changing Article FIRST of the Certificate of Incorporation of this corporation to read as follows:

> "FIRST: The name of the Corporation is Kidde, Inc. (hereinafter, the "Corporation")."

FURTHER RESOLVED, that anything herein or elsewhere to the contrary notwithstanding, the merger may be amended or terminated and abandoned by the board of directors of the merged corporation or the surviving corporation at any time

prior to the filing of the Certificate of Ownership and Merger with the Secretary of State.

IN WITNESS WHEREOF, the undersigned corporation has caused this certificate to be signed by its Vice President and attested by its Assistant Secretary this 31st day of March, 1988.

BLOOM-1 INC.

By: _____
Vice President

ATTEST:

By: _____
Assistant Secretary

CO/51513.33/8-7C

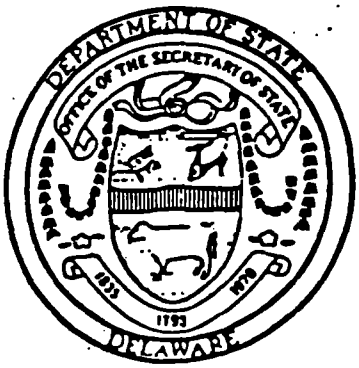
State of Delaware

Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF CERTIFICATE OF OWNERSHIP OF THE "H I M P - 2 INC." A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, MERGING "KIDDE, INC." A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, PURSUANT TO SECTION 253 OF THE GENERAL CORPORATION LAW OF THE STATE OF DELAWARE AS RECEIVED AND FILED IN THIS OFFICE THE THIRTY-FIRST DAY OF MARCH, A.D. 1988, AT 2:25 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "H I M P - 2 INC.", HAS RELINQUISHED ITS CORPORATE TITLE AND ASSUMED IN PLACE



Michael Harkins, Secretary of State

AUTHENTICATION: 1644324

728096051

DATE: 04/05/1988

CONTINUED ON PAGE 2

State of Delaware

Office of Secretary of State

THEREOF "KIDDE, INC."

Michael Harkins, Secretary of State

AUTHENTICATION: 1644324

DATE: 04/05/1988

728096051

HNA00118

CERTIFICATE OF OWNERSHIP AND MERGER
MERGING
KIDDE, INC.
INTO
H I M P - 2 INC.

* * * * *

UNDER SECTION 253 OF THE
GENERAL CORPORATION LAW

* * * * *

H I M P - 2 Inc., a corporation organized and existing under the laws of Delaware, hereby certifies, pursuant to Section 253 of the General Corporation Law of the State of Delaware, as follows:

FIRST: That this corporation was incorporated on September 22, 1986, pursuant to the General Corporation Law of the State of Delaware.

SECOND: That this corporation owns all of the outstanding shares of the stock of Kidde, Inc., which was incorporated on September 22, 1986 pursuant to the General Corporation Law of the State of Delaware.

THIRD: That this corporation, pursuant to the following resolutions duly adopted by its Board of Directors, by the unanimous written consent thereof filed with the minutes of the Board of Directors, on the 31st day of March, 1988 determined to and did merge Kidde, Inc. into this corporation:

RESOLVED, that to effect the liquidation of Kidde, Inc. (the "merged corporation") pursuant to its plan of liquidation and dissolution dated November 10, 1987, the merged corporation shall merge with and into H I M P - 2 Inc. ("surviving corporation"), and the surviving corporation shall merge into itself, and assume all the obligations of the merged corporation; and

FURTHER RESOLVED, that the merger shall be effective upon the date of filing of the Certificate of Ownership and Merger referred to below with the Secretary of State of Delaware; and

FURTHER RESOLVED, that the terms and conditions of the merger are as follows:

(a) Each share of common stock of the surviving corporation which shall be outstanding on the effective date of the merger shall continue outstanding as a share of common stock of the surviving corporation;

(b) Each share of common stock of the merged corporation which shall be outstanding on the effective date of the merger, and all rights in respect thereof, shall be cancelled.

(c) The by-laws of the surviving corporation as they shall exist on the effective date of the merger shall continue as the by-laws of the surviving corporation until the same shall be altered, amended or repealed as therein provided;

(d) The certificate of incorporation of the surviving corporation, as heretofore amended and in effect on the date of the merger, shall continue in full force and effect as the certificate of incorporation of the corporation surviving the merger;

(e) The directors and officers of the surviving corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified;

(f) Upon the merger becoming effective, all the property, rights, privileges, powers, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged corporation shall be transferred to, vested in and devolve upon the surviving corporation without further act or deed and all property, rights, privileges, powers and franchises, and every other interest of the surviving corporation and the merged corporation shall be as effectively the property of the surviving corporation as they were of the surviving corporation and the merged corporation, respectively. The merged corporation shall, from time to time, as and when requested by the surviving corporation or by its successors or assigns, execute and deliver or cause to be executed and delivered all such deeds and instruments and take or cause to be taken such further or other action as the surviving corporation may deem necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merged corporation acquired or to be acquired by

reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the surviving corporation are fully authorized in the name of the merged corporation or otherwise to take any and all such action; and

FURTHER RESOLVED, that the proper officers of this corporation be and they hereby are directed to make and execute a Certificate of Ownership and Merger setting forth a copy of the resolutions to so merge the merged corporation into the surviving corporation and setting forth the date of adoption thereof, and to cause the same to be filed with the Secretary of State and a certified copy recorded in the office of the Recorder of Deeds of New Castle County and to do all acts and things whatsoever, whether within or without the State of Delaware, which may be necessary or proper to effect said merger; and

FURTHER RESOLVED, that the surviving corporation change its corporate name by changing Article FIRST of the Certificate of Incorporation of this corporation to read as follows:

> "FIRST: The name of the Corporation is Kidde, Inc. (hereinafter, the "Corporation")."

FURTHER RESOLVED, that anything herein or elsewhere to the contrary notwithstanding, the merger may be amended or terminated and abandoned by the board of directors of the merged corporation or the surviving corporation at any time

prior to the filing of the Certificate of Ownership and Merger with the Secretary of State.

IN WITNESS WHEREOF, the undersigned corporation has caused this certificate to be signed by its Vice President and attested by its Assistant Secretary this 31st day of March, 1988.

H I M P - 2 INC.

By: _____
Vice President

ATTEST:

By: _____
Assistant Secretary

CO/51513.33/8-7B

State of Delaware

Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY CERTIFICATE OF OWNERSHIP OF THE "HKID 45 INC." A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, MERGING "KIDDE, INC." A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, PURSUANT TO SECTION 253 OF THE GENERAL CORPORATION LAW OF THE STATE OF DELAWARE WAS RECEIVED AND FILED IN THIS OFFICE THE FIFTH DAY OF APRIL, A.D. 1988, AT 10 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "HKID 45 INC.", HAS RELINQUISHED ITS CORPORATE TITLE AND ASSUMED IN PLACE THEREOF "KIDDE INDUSTRIES, INC."

! ! ! ! ! ! ! ! ! ! !

DEPARTMENT OF STATE
OFFICE OF THE SECRETARY OF STATE
1835 1970 1793
DELAWARE

Michael Harkins, Secretary of State

AUTHENTICATION: 1648950

DATE: 04/08/1988

880960320

CERTIFICATE OF OWNERSHIP AND MERGER
MERGING
KIDDE, INC.
INTO
HKID 45 INC.

* * * * *

UNDER SECTION 253 OF THE
GENERAL CORPORATION LAW

* * * * *

HKID 45 Inc., a corporation organized and existing under the laws of Delaware, hereby certifies, pursuant to Section 253 of the General Corporation Law of the State of Delaware, as follows:

FIRST: That this corporation was incorporated on September 30, 1987, pursuant to the General Corporation Law of the State of Delaware.

SECOND: That this corporation owns all of the outstanding shares of the stock of Kidde, Inc., which was incorporated on September 22, 1986 pursuant to the General Corporation Law of the State of Delaware.

THIRD: That this corporation, pursuant to the following resolutions duly adopted by its Board of Directors, by the unanimous written consent thereof filed with the minutes of the Board of Directors, on the 31st day of March, 1988 determined to and did merge Kidde, Inc. into this corporation:

RESOLVED, that to effect the liquidation of Kidde, Inc. (the "merged corporation") pursuant to its plan of liquidation and dissolution dated November 10, 1987, the merged corporation shall merge with and into HKID 45 Inc. ("surviving corporation"), and the surviving corporation shall merge into itself, and assume all the obligations of the merged corporation; and

FURTHER RESOLVED, that the merger shall be effective upon the date of filing of the Certificate of Ownership and Merger referred to below with the Secretary of State of Delaware; and

FURTHER RESOLVED, that the terms and conditions of the merger are as follows:

(a) Each share of common stock of the surviving corporation which shall be outstanding on the effective date of the merger shall continue outstanding as a share of common stock of the surviving corporation;

(b) Each share of common stock of the merged corporation which shall be outstanding on the effective date of the merger, and all rights in respect thereof, shall be cancelled.

(c) The by-laws of the surviving corporation as they shall exist on the effective date of the merger shall continue as the by-laws of the surviving corporation until the same shall be altered, amended or repealed as therein provided;

(d) The certificate of incorporation of the surviving corporation, as heretofore amended and in effect on the date of the merger, shall continue in full force and effect as the certificate of incorporation of the corporation surviving the merger;

(e) The directors and officers of the surviving corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified;

(f) Upon the merger becoming effective, all the property, rights, privileges, powers, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged corporation shall be transferred to, vested in and devolve upon the surviving corporation without further act or deed and all property, rights, privileges, powers and franchises, and every other interest of the surviving corporation and the merged corporation shall be as effectively the property of the surviving corporation as they were of the surviving corporation and the merged corporation, respectively. The merged corporation shall, from time to time, as and when requested by the surviving corporation or by its successors or assigns, execute and deliver or cause to be executed and delivered all such deeds and instruments and take or cause to be taken such further or other action as the surviving corporation may deem necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merged corporation acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the surviving corpora-

tion are fully authorized in the name of the merged corporation or otherwise to take any and all such action; and

FURTHER RESOLVED, that the proper officers of this corporation be and they hereby are directed to make and execute a Certificate of Ownership and Merger setting forth a copy of the resolutions to so merge the merged corporation into the surviving corporation and setting forth the date of adoption thereof, and to cause the same to be filed with the Secretary of State and a certified copy recorded in the office of the Recorder of Deeds of New Castle County and to do all acts and things whatsoever, whether within or without the State of Delaware, which may be necessary or proper to effect said merger; and

FURTHER RESOLVED, that the surviving corporation change its corporate name by changing Article FIRST of the Certificate of Incorporation of this corporation to read as follows:

> "FIRST: The name of the Corporation is Kidde Industries, Inc. (hereinafter, the "Corporation")."

FURTHER RESOLVED, that anything herein or elsewhere to the contrary notwithstanding, the merger may be amended or terminated and abandoned by the board of directors of the merged corporation or the surviving corporation at any time prior to the filing of the Certificate of Ownership and Merger with the Secretary of State.

IN WITNESS WHEREOF, the undersigned corporation has caused this certificate to be signed by its Vice President and attested by its Assistant Secretary this 4th day of April, 1988.

HKID 45 INC.

By: _____
Vice President

ATTEST:

By: _____
Assistant Secretary

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