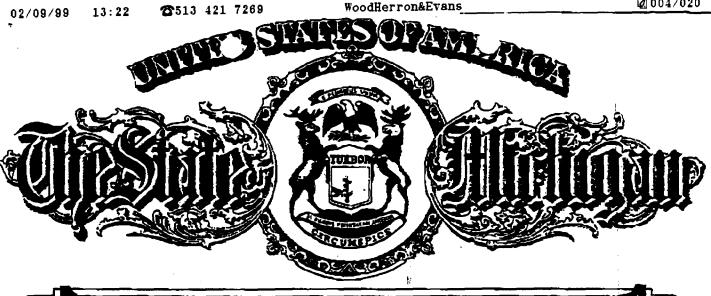
Washington, D.C. 20231 PATENT
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Lansing, Michigan,

ichigan Pepariment of Consumer and Industry Serbices

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.

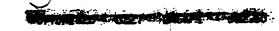
> In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 13th day of October, 1998.

> > Director

Corporation, Securities and Land Development Bureau

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MICHIGAN DEPARTMENT OF COMMERCE & INDUSTRY SERVICES CORPORATION SECURITIES & LAND DEVELOP BUREAU

Date Received FEB 2 6 199, (FOR BUREAU USE ONLY)

EFFECTIVE DATE:

FILED

FEB 26 1997

Administrator

BU DEPARTMENT OF CONSUMER & MOUSTAY SERVICES |
CORPORATION, SECURITIES & LAND DEVELOPMENT BUTCH

Address

1400 N. Woodward Avenue, Suite 100

City

State

Zip Code

Bloomfield Hills.

Name J. Kevin Trimmer, Esq.

MI

48304

Document will be returned to the name and address you enter above

Miller, Canfield, Paddock and Stone, P.L.C.

4-9

ARTICLES OF INCORPORATION

OF

BERNAL INTERNATIONAL, INC.

These Articles of Incorporation are signed by the incorporator for the purpose of forming a profit corporation pursuant to the provisions of Act 284, Public Acts of 1972, as amended, as follows:

ARTICLE I

The name of the corporation is Bernal International, Inc.

ARTICLE II

The purpose or purposes for which the corporation is formed is engage in any activity within the purposes for which corporations may be formed under the Business Corporation Act of Michigan (the "Act").

ARTICLE III

The total authorized number of shares of capital stock of the corporation is 60,000 shares of Common Stock.

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ARTICLE IV

The corporation has only one class of stock.

ARTICLE V

The address and mailing address of the registered office is:

1400 North Woodward Avenue, Suite 100 Bloomfield Hills, Michigan 48304

The name of the resident agent at the registered office is J. Kevin Trimmer.

ARTICLE VI

The name and address of the incorporator are as follows:

<u>emsN</u>

Residence or Business Address

J. Kevin Trimmer

1400 North Woodward Avenue, Suite 100 Bloomfield Hills, Michigan 48304

ARTICLE VII

The duration of the corporation is perpetual.

ARTICLE VIII

A director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director. However, this provision does not eliminate or limit the liability of a director for any of the following:

- (a) any breach of the director's duty of loyalty to the corporation or its shareholders;
- (b) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
- (c) a violation of Section 551(1) of the Act;
- (d) a transaction from which the director derived an improper personal benefit; or
- (e) an act or omission occurring prior to the date this Article becomes effective.

Any repeal, amendment or other modification of this Article shall not increase the liability or alleged liability of any director of the corporation then existing with respect to any state

-2-

of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought or threatened based in whole or in part upon any such state of facts. If the Act is subsequently amended to authorize corporate action further eliminating or limiting personal liability of directors, then the liability of directors shall be eliminated or limited to the fullest extent permitted by the Act as so amended.

ARTICLE IX

Any action required or permitted by the Act, these Articles or the Bylaws of the corporation to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice and without a vote, if consents in writing, setting forth the action so taken, are signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote on the action were present and voted. The written consents shall bear the date of signature of each shareholder who signs the consent. No written consents shall be effective to take the corporate action referred to unless, within 60 days after the record date for determining shareholders entitled to express consent to or to dissent from a proposal without a meeting, written consents dated not more than 10 days before the record date and signed by a sufficient number of shareholders to take the action are delivered to the corporation. Delivery shall be to the corporation's registered office, its principal place of business, or an officer or agent of the corporation having custody of the minutes of the proceedings of its shareholders. made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders who would have been entitled to notice of the shareholder meeting if the action had been taken at a meeting and who have not consented in writing.

ARTICLE X

When a compromise or arrangement or a plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor or shareholder thereof, or on application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing 3/4 in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of

-3-

the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.

I, the sole incorporator, sign my name this 25th day of February, 1997.

Kevin Trimmer

-4-

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J. Kevin Trimmer, Esq. Miller, Canfield, Paddock and Stone, P.L.C. 1400 North Woodward Avenue, Suite 100 Bloomfield Hills, MI 48304 Telephone (810) 645-5000

HHFX1/146794.11051295-00004

02/09/99

13:24

Name of person or organization remitting fees:

Miller, Canfield, Paddock and Stone, P.L.C.

Preparer's name and business telephone number:

J. Kevin Trimmer, Esq. (810) 645-5000

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541 MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES <° CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU (FOR BUREAU USE ONLY) Date Received AHE O ANT FILED ADJUSTED PURSUANT TO AUG - 8 1997 ELEPHONE AUTHORIZATION ACHTUDISTRADO AU DEPARTMENT OF CONCLINES & HUDGETET SERVICES CORPORATION, SECURITIES & LAND DEVELOPMENT MUREAU Name Ronald H. Riback, Esq. Address 1400 N. Woodward Avenue, Suite 100 EXPIRATION DATE: DECEMBER 31, 2002 State Zip Code City Bloomfield Hills, Michigan 48304 DOCUMENT WILL BE RETURNED TO THE NAME AND ADDRESS YOU ENTER ABOVE

CERTIFICATE OF ASSUMED NAME

For use by Corporations, Limited Partnerships and Limited Liability Companies (Please read information and instructions on the last side)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), Act 162, Public Acts of 1982 (nonprofit corporations), Act 213, Public Acts of 1982 (limited partnerships), or Act 23, Public Acts of 1993 (limited liability companies), the corporation, limited partnership or limited liability in item one executes the following Certificate:

The name of the corporation, limited partnership, or limited flability company is: 1. Bernal International, Inc., a Michigan corporation 2. The identification number assigned by the Bureau is:

3. The location of the corporation or limited liability company registered office in Michigan or the office at which the limited partnership records are maintained is:

1500 N. Woodward Ave STE 100 Bloomfied Hills Michigan 48304

The assumed name under which business is to be transacted is:

Atlantic Eagle, Inc.

-C 12-50 5 2376

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COMPLETE ITEM 5 ON LAST PAGE IF THIS NAME IS ASSUMED BY MORE THAN ONE ENTITY.

day of July 1997.

William A. Lawson

Chairman (Type of Print Tide)

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C&2 550			77043799 0911 DRS&FI	\$185.0
	MICHIGAN DEP CORPORATION	ARTMENT OF CONSUMER , SECURITIES AND LA	AND INDUSTRY SERVICES ND DEVELOPMENT BUREAU	
Date Received	1	(FO	R BUREAU USE ONLY)	
'AUG 0	1997	_	FILED	
			AUG - 8 1997	
Name Ronald H. Riba	ck		Administrator M DPAINENT OF CONSIDER & NOUSTRY SHYICS CORPORATION, SECURITIES & LAMP DRYZOFNION SHIKW	
Address 1400 North W	oodward Avenue, S	uite 100		-
City Bloomfield H	State lills Michigan	Zip Code 48304	EFFECTIVE DATE:	

CERTIFICATE OF MERGER

For use by Domestic Profit and/or Nonprofit Corporations (Please read information and instructions on last page)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), the undersigned corporations execute the following Certificate:

1. The Plan of Merger is	as follows:			•					
a. The name of each identification num	constituent corporation an	d its				_			
Bernal International, In	nc., a Michigan corporation		4	5	4	-	9	6	7
				·-	,		1		
Atlantic Eagle, Inc., a	Michigan corporation		4	2	9	-	7	5	3
b. The name of the s identification num	surviving corporation and its ber is:	3 7					:		
Bernal International, In	c., a Michigan corporation		4	5	4	-	9	6	7
c. For each constitue	ent stock corporation, state						:		<u> </u>
Name of corporation	Designation and number of putstanding shares in each class or series	Indicate series o entitled	f shai	res l	serie to v	ate cia es enti vote a class	tled		
Bernal International, Inc., a Michigan corporation	50,000 Common Shares	Common Shares		res	Common Shares				
Atlantic Eagle, Inc., a Michigan corporation	· 86,970 Common Shares	Commor	Sha	res	Comn	non Si	nares	<u>}</u> .	

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If the number of shares is subject to change prior to the effective date of the merger or consolidation, the manner in which the change may occur is as follows:

Not applicable

2.

a. The manner and basis of converting shares are as follows:

SEE ATTACHED PLAN OF MERGER

b. The amendments to the Articles, or a restatement of the Articles, of the surviving corporation to be effected by the merger are as follows:

SEE ATTACHED PLAN OF MERGER

- c. The plan of merger will be furnished by the surviving profit corporation, on request and without cost, to any shareholder of any constituent profit corporation.
- (Complete only if an effective date is desired other than the date of filing. This date must be no more than 90 days after receipt of this document in this office).

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	TO BE COMPLETED BY MICHIGAN PROFIT CORPORATIONS ONLY (Complete either part a or bior each corporation.)									
a)	The plan of marger was approved by the unanimous consent of the incorporators of, a Michigan corporation which has not commenced business, has no									
	issued any shares, and has not elected a Board of Directors.									
(Sign	phare of Inderparator)	(Signature of Incorporator)								
(Signs	Hure of incorporator)	(Signature of Incorporator)	<u>;</u>							
b)	The plan of merger was approved	by	•							
		al International, Inc., the surviving olders in accordance with Section								
	the Board of Directors and the accordance with Section 703a	shareholders of the following Mi of the Act:	chigan corporations in							
	* Bernal Internation Atlantic Eagle,	= · · · ·								
	Signed this 22 day of July, 1997.									
			:							
	Bernal International, Inc.,		i							
	a Michigan corporation	`.	; ; }							
	By //////		,							
	William A. Lawson, Chairman		'3							
	Signed this 22 day of July, 1997.		:							
			•							
	Atlantic Eagle, Inc., a Michigan corporation		;							
	By Marin	·	•							
	William A. Lawson, Chairman									

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PLAN OF MERGER

Set forth below are the provisions of an Agreement and Plan of Merger dated as of July 22, 1997 by and between BERNAL INTERNATIONAL, INC., a Michigan corporation ("Bernal"), and ATLANTIC EAGLE, INC., a Michigan corporation ("Atlantic") (the "Agreement") that constitute the "plan of merger" contemplated by Section 701 of the Michigan Business Corporation Act (the "Act").

Agreement, a certificate of merger in substantially the form attached hereto as Exhibit 1 with such changes therein as may be appropriate or necessary to comply with the applicable provisions of the Act (the "Certificate") shall be executed by Bernal and Atlantic (each a "Constituent Corporation" and together the "Constituent Corporations") and thereafter delivered for filling to the Corporation, Securities and Land Development Bureau of the Michigan Department of Consumer and Industry Services (the "Michigan Corporation Bureau"), as provided in the Act, at such time as all conditions precedent contained in Article IV of this Agreement have been satisfied or waived (but in no event prior to that time). The merger of Atlantic with and into Bernal shall become effective upon the filling of the Certificate with the Michigan Corporation Bureau (the "Effective Time"), provided, however, that in no event shall the merger become effective until all conditions precendent contained in Article IV of this Agreement have been satisfied or waived.

1.2 Effects of the Merger.

- A. At the Effective Time,
- (i) The separate existence of Atlantic shall cease and Atlantic shall be merged with and into Bernal pursuant to Sections 701-707, 724 and 741 of the Act. Bernal shall be the surviving corporation (the "Surviving Corporation") of the merger.
- (ii) The Articles of Incorporation of Bernal shall be the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and the Act, except that Article III shall be amended to read in its entirety as follows:

"Article III

The total authorized number of shares of capital stock of the corporation is 100,000 shares of Common Stock."

- (iii) The Bylaws of Bernal in effect at the Effective Time shall be the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and the Act.
- (iv) The directors and officers of Bernal at the Effective Time shall be the directors and officers of the Surviving

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Corporation to serve in such capacities pursuant to the Bylaws of the Surviving Corporation.

At and after the Effective Time, the merger of Bernal with and into Atlantic shall have the effects specified in Section 724 of the Act.

1.3 Description of Capital Stock of Bernal and Atlantic.

- Bernal is a Michigan business corporation. total number of shares of capital stock of Bernal is 60,000 shares of Common Stock. All shares are of a single class. As of the date of this Agreement, there were 50,000 issued and outstanding shares of Common Stock of Bernal.
- Atlantic is a Michigan business corporation. total number of shares of capital stock of Atlantic is 200,000 shares of Common Stock. All shares are of a single class. As of the date of this Agreement, there were 86,970 issued and outstanding shares of Common Stock of Atlantic.
- 1.4 <u>Effect on Capital Stock</u>. At the Effective Time, by virtue of the Merger and without any action on the part of the holders of any shares of Common Stock of Bernal ("Bernal Common Stock") that are issued and outstanding at the Effective Time of the Merger or the holders of any shares of Common Stock of Atlantic that are issued and outstanding at the Effective Time ("Atlantic Common Stock"):
- Atlantic Common Stock. Each 15.6563 shares of Atlantic Common Stock issued and outstanding immediately before the Merger becomes effective (such share being referred to herein as an "Atlantic Share") shall be converted into the right to receive, subject to the terms of this Agreement, one share of Common Stock of the Surviving Corporation ("Surviving Corporation Stock"). Certificates previously representing Atlantic Shares ("Atlantic Share Certificates") shall be exchanged for the Surviving Corporation Stock into which such Atlantic Shares have been converted pursuant to this Section 1.4A upon surrender of such certificates in accordance with Section 1.5 hereof.
- Bernal Common Stock. Each share of Bernal Common Stock issued and outstanding immediately before the Merger becomes effective shall, by virtue of the Merger and without any action by the holders thereof, continue to represent one share of Common Stock of the Surviving Corporation.

1.5 Exchange Procedures.

After the Effective Time, there shall be no transfers of the Atlantic Shares which were outstanding immediately prior to the Effective Time on the stock transfer books of Atlantic.

> PATENT **REEL: 9526 FRAME: 0933**

- B. In the event any Atlantic Share Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such certificate to be lost, stolen or destroyed and, if required by Bernal in its discretion, the posting by such person of a bond in such amount as Bernal may direct for indemnity against any claim that may be made against it or the Surviving Corporation in respect to such certificate, Bernal shall issue in exchange for such lost, stolen or destroyed Atlantic Share Certificate a certificate representing that number of Surviving Corporation Stock as determined pursuant to Section 1.4A hereof.
- 1.6 Adjustments to Company Common Stock. The conversion ratio for Atlantic Shares into shares of Surviving Corporation Stock shall be appropriately adjusted to account for any stock split, stock dividend, recapitalization, reclassification: or similar event with respect to Bernal Common Stock occurring between the Execution Date and the Effective Time.
- 1.7 <u>Sales and Transfer Taxes</u>. All applicable sales, transfer, stamp, documentary, and other similar taxes and governmental fees, if any, which may be due or payable as a result of the transactions contemplated hereby shall be borne and paid by the Surviving Corporation.
- 1.8 Subsequent Actions. If at any time after the Effective Time the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest in, perfect or confirm of record in the Surviving Corporation its right, title or interest in, to or under any of the rights, assets, approvals, licenses, permits, franchises, immunities, grants, gifts, bequests, or legacies of any of the Constituent Corporations (it being the intention of the parties that any and all of the foregoing shall vest and inure to the Surviving Corporation at the Effective Time without any action by any of the parties) or otherwise to carry out the intent of this Agreement, the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of each of the Constituent Corporations or otherwise, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of each of the Constituent Corporations or otherwise, all such other actions and things as may be necessary or desirable to vest in, perfect or confirm any and all right, title and interest in, to and under such rights, assets, approvals, licenses, permits, franchises, immunities, grants, gifts, bequests, and legacies in the Surviving Corporation.
- 5.1 <u>Termination</u>. This Agreement (including the Plan) and the transactions contemplated hereby may be terminated and abandoned at any time prior to the Effective Time:
 - (a) by mutual consent of the Constituent Corporations in a written instrument, if the Board of Directors of each so

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determines; or

- (b) by a Constituent Corporation upon written notice to the others if (i) any approval of a Governmental Entity shall have been denied or (ii) any Governmental Entity of competent jurisdiction shall have issued a final nonappealable order enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement.
- 5.3 <u>Amendment</u>. This Agreement (including the Plan and the Exhibits) may be amended by the parties hereto; provided, however, that after any such approval, no amendment shall be made which by law requires further approval by the shareholders of any Constituent Corporation, without such further approval. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Constituent Corporations.
- 5.4 Extension: Waiver. At any time prior to the Effective Time, each Constituent Corporation, may, to the extent legally allowed, (i) extend the time for the performance of any of the obligations or other acts of the other Constituent Corporation, (ii) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto, and (iii) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a Constituent Corporation to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such Constituent Corporation.

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FILING FEE: \$15.00

CORPORATION INFORMATION | DATE

(formerly Annual Report)

1998

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0513 E HOK \$15.00

FOR BUREAU USE ONLY 11.57, 1 RETURN TO: THE OFFICE IS LOCATED AT: 454967 MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES 6546 MERCANTILE WAY CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU LANSING MI 48910 P.O. BOX 30057 (517) 334-6300 IDENTIFICATION NUMBER LANSING MI 48909-7557 Corporate Name and Mailing Address BERNAL INTERNATIONAL, INC. 1400 N WOODWARD AVE STE 100 FILED BY DEPARTMENT MAY 2 8 1998 BLOOMFIELD HILLS MI 48304 Registered Office Address in Michigan - NO., STREET, CITY, ZIP 1400 N WOODWARD AVE STE 100 Resident Agent J KEVIN TRIMMER BLOOMFIELD HILLS. 48304

	ling address of registered office if different that preprinted information above
	60 Technology Drive William A. Lawson
Ĺ	
	ress of registered office if different than preprinted information above - NO., STREET, CITY, ZIP
	60 Technology Drive chester Hills, Michigan 48309
	cribe the general nature and kind of business in which the corporation is engaged:
	nufacturing of rotary dies and systems for the packaging industry.
5.	NAME BUSINESS OR RESIDENCE ADDRESS
	William A. Lawson 2960 Technology Drive, Rochester Hills, MI 48309
]	Vise President
dijemni	William A. Cox: Ronald Brewer, Paul S. Madill Same
Prosident	
<u> </u>	Same
	Alan R. Pfaff, Jr.
ii diterent	(See Attached)
then Officers	Directo:
	Director
The	
	poration states that the address of its registered office and the address of the business office of its resident agent are identical. Any changes were set by resolution duty adopted by its board of directors.
	e is insufficient, you may include additional pages. PLEASE DO NOT STAPLE ADDITIONAL PAGES TO THIS REPORT.
	se \$15.00 made payable to the State of Michigan. This report must be filed on or before May 15
6. Signal	ture of ap-allihorized officer or agent of the corporation Title
	President 4/13/58
Required	by Section 911, Act 284, Public Acts of 1972, as amended. Failure to file this report may result in the dissolution of the corporation.

C49 2500y (Apr., 12/87)

Marlet 4/13/97

APR 2 9 1998