

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
P.A.T.C.O. PROPERTIES, INC.		05/21/2010	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	BARCLAYS BANK PLC		
Street Address:	One Churchill Place		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5HP		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2153274	SMART	
Registration Number:	1890445	TRACKER	
CORRESPONDENCE DATA			
Fax Number:	2026375910		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	202-637-5600		
Email:	DCPTOTrademarkMail@hoganlovells.com		
Correspondent Name:	Shelly L. McGee, Hogan Lovells US LLP		
Address Line 1:	555 Thirteenth Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	002379.16		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

900273372

TRADEMARK
 REEL: 005164 FRAME: 0886

CH \$65.00 2153274

Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Shelly L. McGee
Signature:	/slm/
Date:	12/02/2013

Total Attachments: 65

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EXECUTION VERSION

JOINDER AGREEMENT

Reference is made to the Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), dated as of April 3, 2007, made by LaserCraft, Inc., Public Safety Equipment, Inc., Code 3, Inc., Kustom Signals, Inc. and Public Safety Luxembourg, S.A.R.L. (collectively, the "Original Pledgors"), in favor of Barclays Bank PLC, in its capacity as security agent (the "Security Trustee"). Capitalized terms used herein but not otherwise defined herein have meanings given such terms in the Security Agreement.

This Joinder Agreement, dated as of May 21, 2010, supplements the Security Agreement and is delivered by the undersigned, P.A.T.C.O. Properties, Inc., a Nevada corporation (the "New Pledgor"), pursuant to Section 22 of the Security Agreement. The New Pledgor hereby agrees to be bound as a Pledgor by all of the terms, covenants and conditions set forth in the Security Agreement, and any amendments, amendments and restatement, supplements, or modifications thereto, to the same extent that it would have been bound if it had been a signatory to the Security Agreement on the execution date of the Security Agreement. The New Pledgor hereby makes each of the representations and warranties and agrees to each of the covenants applicable to the Original Pledgors contained in the Security Agreement.

The New Pledgor acknowledges that the Lenders (as defined in the Senior Term and Revolving Facilities Agreement, dated on or about February 16, 2007, as amended, amended and restated, supplemented or otherwise modified from time to time (the "Facilities Agreement")) agreed to extend credit and other financial accommodations to the Borrowers under the Facilities Agreement subject to the terms and conditions set forth therein, and the New Pledgor has determined that it will derive direct and indirect benefits therefrom. In addition, the New Pledgor has determined that the execution, delivery and performance by it of this Joinder Agreement, the Security Agreement and any related documents, including the Reaffirmation and Amendment Agreement (as defined below), and the granting of security hereunder and thereunder are necessary or convenient to the conduct, promotion or attainment of the business of the New Pledgor.

The New Pledgor acknowledges further and agrees that, immediately following its entry into this Joinder Agreement, the Original Pledgors and the New Pledgor will reaffirm and amend the Security Agreement pursuant to that certain Reaffirmation and Amendment Agreement, dated as the date hereof, among the Original Pledgors, the New Pledgor and the Security Trustee (the "Reaffirmation and Amendment Agreement"), and the Facilities Agreement will be amended and restated in accordance with that certain Amendment and Restatement Agreement dated as of May 21, 2010.


Attached hereto (i) as Exhibit 1 are supplements to each of the schedules and annexes to the Security Agreement with respect to the New Pledgor, which shall be deemed to be part of the Security Agreement, and (ii) as Exhibit 2 is a completed and executed officer's certificate.

This Joinder Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered (which delivery may be by facsimile or other electronic means) shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement.

THIS JOINDER AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, EXCLUDING (TO THE GREATEST EXTENT PERMITTED BY LAW) ANY RULE OF LAW THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the New Pledgor has caused this Joinder Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

P.A.T.C.O. PROPERTIES, INC.,
as New Pledgor

By: 
Name: John P. Stammenberg
Title: Secretary

[Signature Page to Joinder Agreement]

AGREED TO AND ACCEPTED:

BARCLAYS BANK PLC,
as Security Trustee.


By: 

Name: GAM BRWE

Title: ASSOCIATE DIRECTOR

[Signature Page to Joinder Agreement]

ACKNOWLEDGED AND AGREED:


LASERCRAFT, INC., as Original Pledgor

By: _____

Name: *ROY BROWN*

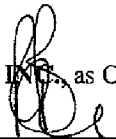
Title: *DIRECTOR*


PUBLIC SAFETY EQUIPMENT, INC., as Original Pledgor

By: _____

Name: *ROY BROWN*

Title: *DIRECTOR*


CODE 3, INC., as Original Pledgor

By: _____

Name: *ROY BROWN*

Title: *DIRECTOR*

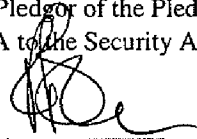

KUSTOM SIGNALS, INC., as Original Pledgor

By: _____

Name: *ROY BROWN*

Title: *DIRECTOR*

PUBLIC SAFETY LUXEMBOURG, S.A.R.L.,
as Original Pledgor of the Pledged Shares described on
Schedule I-A to the Security Agreement


By: _____

Name: *ROY BROWN*

Title: *MANAGER*

[Signature Page to Joinder Agreement]

**EXHIBIT 1
TO JOINDER AGREEMENT
SUPPLEMENTS TO SCHEDULES AND ANNEXES**

Schedule 1-A

Pledged Shares

Pledgor: P.A.T.C.O. Properties, Inc.

None.

Schedule 1-B

Initial Pledged Interests

None.

Schedule 2

Intercompany Notes

None.

Schedule 3

United States Patents

PATENT REGISTRATIONS

Patent Name	Patent No.	Issue Date
Lidar with Increase Emitter Laser Power	6441889	August 27, 2002
Vehicle Mounted Surveillance System	4949186	August 14, 1990
Mobile speed awareness device	5231393	July 27, 1993
Video incident capture system	5408330	April 18, 1995
Video incident capture system	5677979	October 14, 1997

Schedule 4

United States Trademarks

TRADEMARK REGISTRATIONS

Mark	Registration No.	Registration Date
Smart	2153274	April 28, 1998
Tracker	1890445	April 18, 1995

Schedule 5

United States Copyrights

None.

Schedule 6

United States Licenses

1. Licensee: Kustom Signals, Inc
Dated: June 1, 1992 (Smart Trailer)
2. Licensee: Kustom Signals, Inc.
Dated: September 30, 1996 (Laser)
3. Licensee: Kustom Signals, Inc.
Dated: January 1, 1994 (Tracker Radar)

Schedule 7

Financial Accounts

Bank of America
Reno Plaza Branch
401 South Virginia Street
PO Box 20000
Reno, NV 89520-0025

Account # 00323481606
Operating & Payroll Account

Schedule 9

Existing Commercial Tort Claims

None.

Annex A

Prior Liens

None.

Annex B

Information Regarding Pledgor

P.A.T.C.O. PROPERTIES, INC.

Jurisdiction of Organization: Nevada

Organizational ID Number: C19-719-96

Chief Executive Office: 10986 N Warson Road
St Louis, MO 63114

Other Locations: None

**EXHIBIT 2
TO JOINDER AGREEMENT
OFFICER'S CERTIFICATE**

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Officer's Certificate of
P.A.T.C.O. Properties, Inc.
Dated as of May 21, 2010

The undersigned certifies that he is an officer of P.A.T.C.O. Properties, Inc., a corporation organized under the laws of Nevada (the "**Company**"), and that he is authorized in such capacity to execute and deliver this Officer's Certificate on behalf of the Company in connection with that certain (i) Joinder Agreement, dated as of May 20, 2010 (the "**Joinder Agreement**"), by and between the Company, as New Pledgor, and Barclays Bank PLC, in its capacity as security agent (the "**Security Trustee**"), (ii) Security Agreement (as amended, amended and restated, supplemented or otherwise modified to date, the "**Security Agreement**"), dated as of April 3, 2007, made by Lasercraft, Inc., a Georgia corporation, Public Safety Equipment, Inc., a Delaware corporation, Code 3, Inc., a Missouri corporation, Kustom Signals, Inc., a Kansas corporation and Public Safety Luxembourg, S.A.R.L. (collectively, the "**Original Pledgors**"), in favor of the Security Trustee and (iii) Reaffirmation and Amendment Agreement, dated as of May 21, 2010 (the "**Reaffirmation and Amendment Agreement**"), by and among the Original Pledgors, the Company and the Security Trustee.

The undersigned further certifies that:

1. Attached hereto as **Exhibit A** is a true and complete copy of the articles of incorporation (or such similar document) of the Company, as in effect on the date hereof, together with all amendments thereto (the "**Articles**"). The Articles have not been further amended, modified, rescinded or changed in any respect and are in full force and effect on and as of the date hereof.
2. Attached hereto as **Exhibit B** is a true and complete copy of the by-laws of the Company, as in effect on the date of the adoption of the Resolutions referenced in paragraph 3 below (the "**Bylaws**"). The Bylaws have not been amended, modified, rescinded or changed in any respect since such date and are in full force and effect on and as of the date hereof.
3. Attached hereto as **Exhibit C** is a true and complete copy of the resolutions of the Company adopted by written consent by the board of directors of the Company (the "**Resolutions**") authorizing (a) the execution, delivery and performance by the Company of the Joinder Agreement, the Reaffirmation and Amendment Agreement and all related documents and (b) the performance of the Security Agreement (as reaffirmed and amended by the Reaffirmation and Amendment Agreement), which are the only resolutions that have been adopted by the board of directors of the Company with respect to the subject matter hereof and thereof. Since the date of such adoption, such Resolutions have not been rescinded, amended or modified and are in full force and effect as of the date hereof.
4. Each of the persons named on **Exhibit D** hereto is authorized and empowered to execute and deliver documents in the name of and on behalf of the Company in connection with the Joinder Agreement, Security Agreement, Reaffirmation and Amendment Agreement and related documents, and the signature set forth opposite his or her name is a specimen of his or her genuine signature.

IN WITNESS WHEREOF, the undersigned has executed this Officer's Certificate as of the date first above written.

P.A.T.C.O. PROPERTIES, INC.

By: 
Name: John P. Sterenberg
Title: Secretary

IN WITNESS WHEREOF, the undersigned, being the President and Chief Executive Officer of the Company, does hereby certify on behalf of the Company that the signatory above is the duly elected or appointed and qualified Officer and the signature above is his genuine signature.

P.A.T.C.O. PROPERTIES, INC.

By: _____
Name: Thomas J. Kulikowski
Title: President and Chief Executive
Officer

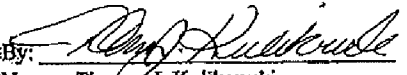
IN WITNESS WHEREOF, the undersigned has executed this Officer's Certificate as of the date first above written.

P.A.T.C.O. PROPERTIES, INC.

By: _____
Name: John P. Sterenberg
Title: Secretary

IN WITNESS WHEREOF, the undersigned, being the President and Chief Executive Officer of the Company, does hereby certify on behalf of the Company that the signatory above is the duly elected or appointed and qualified Officer and the signature above is his genuine signature.

P.A.T.C.O. PROPERTIES, INC.

By: 
Name: Thomas J. Kulikowski
Title: President and Chief Executive Officer

**EXHIBIT A
TO OFFICER'S CERTIFICATE
ARTICLES**

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SECRETARY OF STATE



**CERTIFICATE OF EXISTENCE
WITH STATUS IN GOOD STANDING**

I, ROSS MILLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporation soles, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, P.A.T.C.O. PROPERTIES, INC., as a corporation duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since September 18, 1996, and is in good standing in this state.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on May 11, 2010.



ROSS MILLER
Secretary of State

Electronic Certificate
Certificate Number: C20100511-1756
You may verify this electronic certificate
online at <http://www.nvsos.gov/>

STATE OF NEVADA



ROSS MILLER
Secretary of State

SCOTT W. ANDERSON
Deputy Secretary
for Commercial Recordings

OFFICE OF THE
SECRETARY OF STATE

Certified Copy

May 14, 2010

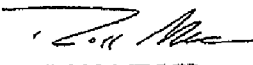
Job Number: C20100514-0886
Reference Number: 00002714360-03
Expedite:
Through Date:

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

Document Number(s)	Description	Number of Pages
C19719-1996-001	Articles of Incorporation	2 Pages/1 Copies
C19719-1996-003	Amendment	1 Pages/1 Copies



Respectfully,


ROSS MILLER
Secretary of State

Certified By: Christine Rakow
Certificate Number: C20100514-0886
You may verify this certificate
online at <http://www.nvsos.gov/>

Commercial Recording Division
202 N. Carson Street
Carson City, Nevada 89701-4069
Telephone (775) 684-5708
Fax (775) 684-7138

TRADEMARK
REEL: 005164 FRAME: 0912

SEP-2

1996

C. T. CORP. STL.

314,231,6454 P. 02/84

Filing Div.
Receipt #

INVOICE 102887
\$ 175

**PURSUANT TO NEVADA
STATE OF NEVADA
Secretary of State**

IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA

SEP 18 1996

(For filing offices use)

No. 0197799 **IMPORTANT: Read instructions on reverse side before completing this form.
TYPE OR PRINT (BLACK INK ONLY)**

DEAN HELLER, SECRETARY OF STATE P.A.T. Co., Acquisition, Inc.

1. NAME OF CORPORATION: P.A.T. Co., Acquisition, Inc.

2. RESIDENT AGENT: (designated resident agent and his STREET ADDRESS in Nevada where process may be served)
Name of Resident Agent: The Corporation Trust Company of Nevada

Street Address: One East First Street Reno, Nevada 89501
Street No. Street Name City Zip

3. SHARES: (number of shares the corporation is authorized to issue) _____
Number of shares with par value: 30,000 Par Value: \$1.00 Number of shares without par value: N/A

4. GOVERNING BOARD: Shall be styled as (check one): Directors Trustees _____
The FIRST BOARD OF DIRECTORS shall consist of 3 members and the names and addresses are as follows (attach additional pages if necessary):

Name SFC ATTACHED Address _____ City/State/Zip _____
Name _____ Address _____ City/State/Zip _____

5. PURPOSE (optional - see reverse side) The purpose of a corporation shall be:

6. OTHER MATTERS: This form includes the minimal statutory requirements to incorporate under NRS 78. You may attach additional information pursuant to NRS 78.037 or any other information, as deemed appropriate. If any of the additional information is contradictory to this form, it cannot be filed and will be returned to you for correction. Number of pages attached _____

7. SIGNATURES OF INCORPORATORS: The names and addresses of each of the incorporators signing the articles: (signatures need to be attested)
(Attach additional pages if there are more than two incorporators.)
Douglas J. Bates

Name (print) 101 South Hanley, St. Louis, MO 63105
Address _____ City/State/Zip _____

Signature [Signature]
State of Missouri County of St. Louis

This instrument was acknowledged before me on
September 17, 1996, by
Douglas J. Bates
No. of Person _____

Name (print) _____
Address _____ City/State/Zip _____
Signature _____

State of _____ County of _____
This instrument was acknowledged before me on
_____, 19____, by

Name of Person _____

as incorporator P.A.T. Co., Acquisition, Inc.
of (name of party on behalf of whom instrument was executed)

Signature [Signature]
Notary Public Signature

BARBARA M DITE
NOTARY PUBLIC STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES OCT. 14, 1997

Notary Public Signature
(after notary stamp or seal)

8. CERTIFICATE OF ACCEPTANCE OF APPOINTMENT OF RESIDENT AGENT
The Corporation Trust Company of Nevada hereby accepts appointment as Resident Agent for the above named corporation.
The Corporation Trust Company of Nevada By: _____

Signature of Resident Agent (Assistant Secretary)
Jonathan L. Hilwa
(REV. - 103 - 11/4/96)

9-18-96
Date

RECEIVED
SEP 18 1996
370CB
Secretary of State

P.A.T. CO. ACQUISITION, INC.

4. Governing Board

Thomas F. O'Brien
10986 N. Watson Road
St. Louis, MO 63114

William E. Ruppert
9325 PELumm
Lenexa, KS 66215-3347

Andrew G. Smith
10986 N. Watson Road
St. Louis, MO 63114

14-2184139.1

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION

(After Issuance of Stock)

Filed by:

P.A.T. Co. Acquisition, Inc.
Name of Corporation

We the undersigned William E. Ruppert and
President or Vice President

Andrew G. Smith of P.A.T. Co. Acquisition, Inc.
Secretary or Assistant Secretary Name of Corporation

do hereby certify:

That the Board of Directors of said corporation at a meeting duly convened, held on the _____ day of September, 1996, adopted a resolution to amend the original articles as follows:
Article One is hereby amended to read as follows.

1. NAME OF CORPORATION:

P.A.T.C.O. PROPERTIES, INC.

FILED
IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA

OCT 07 1996

DEAN HELLER SECRETARY OF STATE

Dean Heller
Secretary of State

The number of shares of the corporation outstanding and entitled to vote on an amendment to the Articles of Incorporation is 500; that the said change(s) and amendment have been consented to and approved by a majority vote of the stockholders holding at least a majority of each class of stock outstanding and entitled to vote thereon.

William E. Ruppert
President or Vice President
Andrew G. Smith
Secretary or Assistant Secretary

State of Missouri }
County of Jackson } ss.

On September 30, 1996, person(s) appeared before me, a Notary Public,
William E. Ruppert and Andrew G. Smith who acknowledged
Names of Persons Appearing and Signing Document

that they executed the above instrument.

Sylvia Thomas
Signature of Notary

(NOTARY STAMP OR SEAL)

**EXHIBIT B
TO OFFICER'S CERTIFICATE
BY-LAWS**

AMENDED AND RESTATED BY-LAWS
OF
P.A.T.C.O. PROPERTIES, INC.

ARTICLE I
OFFICES

The principal office of the Corporation shall be located at 10986 N. Warson Road, St. Louis, MO 63114-2019. The Corporation may also have offices and branch offices at such other places within and without the State of Missouri as the Board of Directors may from time to time designate and the business of the Corporation may require.

ARTICLE II
SHAREHOLDERS

Section 1. Place of Meeting. Any annual or special meeting of the shareholders shall be held at such place within or without the State of Missouri as may be designated by the Board of Directors or Executive Committee or in a waiver of notice executed by all shareholders entitled to vote at such meetings, the same shall be held at the principal place of business of the Corporation.

Section 2. Meetings. The annual meeting of shareholders shall be held on the second Tuesday of June of each year, at the hour of nine o'clock A.M., for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day at the same hour. Special meetings of the shareholders may be called at any time by the President, by the Board of Directors, by the holders of not less than a majority of all the outstanding shares entitled to vote at such meeting or by such other officers or persons as may be provided in the Articles of Incorporation or the By-Laws.

Section 3. Quorum of Outstanding Shares. Unless otherwise provided in the Articles of Incorporation or By-Laws, a majority of the outstanding shares entitled to vote at any meeting represented in person or by proxy, shall constitute a quorum at a meeting of shareholders; provided, that in no event shall a quorum consist of less than a majority of the outstanding shares entitled to vote, but less than such quorum shall have the right successively to adjourn the meeting to a specified date not longer than 90 days after such adjournment, and no notice need be given of such adjournment to shareholders not present at the meeting. Every decision of a majority of such quorum shall be valid as a corporate act unless a larger vote is required by the corporation laws of the State of Nevada.

Section 4. Notice of Shareholders' Meetings. Written or printed notice of each meeting of shareholders stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered or given not less than 10 nor more than 50 days before the date of the meeting, either personally or by mail, by or at the direction of the Chairman of the Board, the President, or the Secretary, or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting. Any notice of a shareholders' meeting sent by mail shall be deemed to be delivered when deposited in the United States mail with postage thereon prepaid addressed to the shareholder at his address as it appears on the records of the Corporation. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting except where a shareholder attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 5. Waiver of Notice. Any notice required by these By-Laws may be waived by the persons entitled thereto signing a waiver of notice before or after the time of such meeting and such waivers shall be deemed equivalent to the giving of said notice.

Section 6. Closing of Transfer Books or Fixing of Record Date. The Board of Directors shall have power to close the transfer books of the Corporation for a period not exceeding 50 days preceding the date of any meeting of shareholders or the date of payment of any dividend or the date for the allotment of rights or the date when any change or conversion or exchange of shares shall go into effect; provided, however, that in lieu of closing the stock transfer books as aforesaid, the Board of Directors may fix in advance a date, not exceeding 50 days preceding the dates of the forenamed occurrences as a record date for the determination of the shareholders entitled to notice of, and to vote at, any such meeting, and any adjournment thereof, or entitled to receive payment of any such dividend, or to any such allotment of rights, or to exercise the rights in respect of any such change, conversion or exchange of shares, and in such case such shareholders and only such shareholders as shall be shareholders of record on the date of closing the transfer books or on the record date so fixed shall be entitled to notice of, and to vote at, such meeting, and any adjournment thereof, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, as the case may be, notwithstanding any transfer of any shares on the books of the Corporation after such date of closing of the transfer books or such record date fixed as aforesaid. If the Board of Directors does not close the transfer books or set a record date for the determination of the shareholders entitled to notice of, and to vote at, a meeting of shareholders, only the shareholders who are shareholders of record at the close of business on the twentieth day preceding the date of the meeting shall be entitled to notice of, and to vote at, the meeting, and any adjournment of

the meeting; except that, if prior to the meeting written waivers of notice of the meeting are signed and delivered to the Corporation by all of the shareholders of record at the time the meeting is convened, only the shareholders who are shareholders of record at the time the meeting is convened shall be entitled to vote at the meeting, and any adjournment of the meeting.

Section 7. List of Voters. A complete list of all shareholders entitled to vote at any annual and special meeting shall be compiled at least 10 days before such meeting by the officer or agent having charge of the transfer books for shares of the stock of the Corporation. Such list shall be compiled in alphabetical order with the address of and the number of shares held by each shareholder, and the list shall be kept on file at the registered office of the Corporation for a period of at least 10 days prior to such meeting and shall be open to inspection by any shareholder for such period during usual business hours. Such list shall also be present and kept open at the time and place of such meeting and shall be subject to the inspection of any shareholder during this meeting. The original share ledger or transfer book, or a duplicate thereof kept in this State, shall be prima facie evidence as to who are the shareholders entitled to examine such list or share ledger or transfer book, or to vote at any meeting of shareholders. Failure to comply with the requirements of this section shall not affect the validity of any action taken at such meeting.

Section 8. Proxies. A shareholder may, at any annual or special meeting, vote either in person or by proxy executed in writing by the shareholder or his duly authorized attorney in fact. Such proxy shall be filed with the Secretary of the Corporation before or at the time of the meeting. No proxy shall be valid after six months from the date of execution unless otherwise provided in the proxy.

Section 9. Voting of Shares. Each outstanding share of stock having voting rights shall be entitled to one vote upon each matter submitted to a vote at any meeting of the shareholders. Only shareholders who are entitled to vote their shares shall be entitled to notice of any meeting.

Section 10. Voting of Shares of Certain Holders. Shares of stock in the name of another corporation, foreign or domestic, may be voted by such officer, agent or proxy as the by-laws of such corporation may prescribe, or, in the absence of such provision as the board of directors of such corporation may determine.

Shares of stock in the name of a deceased person may be voted by his executor or administrator in person or by proxy.

Shares of stock in the name of a guardian, curator or trustee may be voted by such fiduciary either in person or by proxy

provided the books of the Corporation show the stock to be in the name of such fiduciary in such capacity.

Shares of stock in the name of a receiver may be voted by such receiver and shares held by or in the control of a receiver may be voted by such receiver without the transfer thereof into his name, if authority to do so be contained in an appropriate order of the court by which such receiver was appointed.

Shares of stock which have been pledged shall be voted by the pledgor until the shares of stock have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

Section 11. Informal Action by Shareholders. Any action required to be taken at a meeting of the shareholders, or any action which may be taken at a meeting of the shareholders, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof. Such consents shall have the same force and effect as a unanimous vote of the shareholders at a meeting duly held, and may be stated as such in any certificate or document filed under the corporation laws of the State of Nevada. The secretary shall file such consents with the minutes of the meetings of the shareholders.

ARTICLE III BOARD OF DIRECTORS

Section 1. General Powers. The business, property and affairs of the Corporation shall be controlled and managed by its Board of Directors.

Section 2. Number, Duration and Vacancies. The number of directors of the Corporation shall be designated in the Articles of Incorporation and amendments thereto. The corporation may elect its directors for one or more years, not to exceed three years, the time of service and mode of classification to be provided for by the by-laws of the Corporation; provided, however, that there shall be an annual election for such number or proportion of directors as may be found upon dividing the entire number of directors by the number of years composing a term. At their first annual meeting of shareholders and at each annual meeting thereafter, the shareholders entitled to vote shall elect directors to hold office until the next succeeding annual meeting, except as herein provided. Each director shall hold office for the term for which he is elected or until his successor shall have been elected and qualified. In case of the death or resignation or disqualification of one or more of the directors, a majority of the survivors or remaining directors may fill such vacancy or vacancies until the successor or successors are elected at the next annual meeting of the shareholders. A director elected to fill a vacancy shall serve

as such until the next annual meeting of the shareholders.

Section 3. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at a meeting of the Board of Directors, and the act of the majority of such quorum present at any such meeting shall be the act of the Board of Directors.

Section 4. Meetings. The annual meeting of the Board of Directors shall be held at the same place as the annual meeting of the shareholders immediately following said meeting. In the event of adjournment of such annual meeting of the Board of Directors, because a quorum is not present or otherwise, such meeting may be held, without further notice, at any place within or without the State of Missouri, as may be designated by the directors adjourning said meeting, provided a quorum is present, but in no event later than thirty days after the annual meeting of shareholders. All other meetings of the Board of Directors shall be held at the principal place of business of the Corporation or at such other place within or without the State of Missouri as may be designated by the Board of Directors, or by the Executive Committee in absence of such designation by the Board of Directors. Regular meetings of the Board of Directors may be held without notice at such time and place as may be determined by the Board of Directors. Special meetings of the Board of Directors may be held at any time upon call of the Chairman of the Board, the President, Vice President, or other officers of the Corporation.

Section 5. Notice. Notice of any special meeting shall be given at least five days prior thereto in writing delivered personally or mailed to each director. Notice given by mail shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed with postage thereon prepaid. Notice to a director may be waived by executing a written waiver thereof or by attendance at any meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened. Notice or waiver of notice of any regular or special meeting of the Board of Directors need not state the business to be transacted nor the purpose thereof.

Section 6. Compensation. Directors, as such, shall not receive a stated salary for their services, but, by resolution of the Board of Directors, may be allowed a fixed sum and expenses of attendance, if any, for attendance at any meeting of the Board of Directors; provided that nothing contained herein shall be construed to preclude a director from serving the Corporation in any other capacity and receiving compensation thereof.

Section 7. Presumption of Assent. A director of the Corporation shall be presumed to have assented to the action taken on any corporate matter at a Board of Directors meeting at which he

is present, unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. A director who voted in favor of such action may not so dissent.

Section 8. Action by Unanimous Consent of Directors or Action by Sole Director. If all the directors severally or collectively consent in writing to any action to be taken by the directors, such consents shall have the same force and effect as a unanimous vote of the directors at a meeting duly held, and may be stated as such in any certificate or document filed under the corporation laws of the State of Nevada. The Secretary shall file such consents with the minutes of the meetings of the Board of Directors. Accordingly, formal meetings of the directors or of the Sole Director need not be held where the action of all the directors or of the Sole Director shall be consented to in writing.

ARTICLE IV COMMITTEES

Section 1. Executive Committee. An Executive Committee of two or more directors may be created by a majority vote of the entire Board of Directors to serve at the pleasure of the Board, and one of such directors may be designated to act as Chairman thereof. The Board of Directors shall fill the vacancies on the Committee. Between meetings of the Board of Directors, the Executive Committee shall possess and may exercise any and all powers of the Board of Directors in the management of the business and affairs of the Corporation, to the extent authorized by resolution adopted by a majority vote of the entire Board of Directors. The Executive Committee shall keep a complete record of its activities and regularly report them to the Board of Directors at every meeting thereof. All action taken by the Executive Committee shall be subject to revision, alteration or change by the Board of Directors, provided that rights of third person shall not be affected thereby.

Section 2. Meetings of the Executive Committee. A majority of the Executive Committee shall constitute a quorum for the transaction of business. The Executive Committee may determine the time and place for its meetings, the notice necessary therefor and its rules of procedure.

Section 3. Other Committees. The Board of Directors, by resolution, may provide for such other committees as it deems necessary, to serve at its pleasure and to have such powers and perform such functions as may be assigned to them.

ARTICLE V
OFFICERS

Section 1. Executive Officers. Executive Officers of the Corporation shall be the Chairman of the Board, the President, one or more Vice Presidents, a Secretary and a Treasurer, and such Assistant Secretaries and Assistant Treasurers as the Board of Directors may from time to time elect. The Chairman of the Board shall be selected from the Board of Directors. Any two or more offices may be held by the same person except the offices of President and Secretary.

Section 2. Election and Term. The Chairman of the Board, the President, Vice President, a Secretary and a Treasurer shall be elected at the first meeting of the Board of Directors following the annual meeting of the shareholders and shall hold office at the pleasure of the Board of Directors until their successors are elected and shall qualify. Additional Vice Presidents, Assistant Secretaries, and Assistant Treasurers may be elected by the Board of Directors at any meeting thereof to hold office at the pleasure of the Board of Directors. If more than one Vice President should be elected, the Board of Directors at the time of the election, shall determine the seniority of each of the Vice Presidents.

Section 3. Removal. Any officer elected by the Board of Directors may be removed at any time by a vote of a majority of the entire Board of Directors but such removal shall be without prejudice to the contract rights, if any, of such officer.

Section 4. Vacancies. A vacancy in any office caused by death, resignation, removal or otherwise, may be filled by the Board of Directors for the unexpired term.

Section 5. Compensation. The Board of Directors may determine the compensation to be received by officers of the Corporation and agents appointed by the Board of Directors.

Section 6. Bond. The Board of Directors, by resolution, may require the officers and agents of the Corporation, or any of them, to give bond to the Corporation, in sufficient amount and with sufficient surety, to secure the faithful performance of their duties, and to comply with such other conditions as the Board of Directors may from time to time require.

ARTICLE VI
DUTIES OF OFFICERS

Section 1. The Chairman of the Board. The Chairman of the Board shall preside at all meetings of the shareholders and of the Board of Directors. The Chairman of the Board may execute certificates for shares of stock of the Corporation, deeds, mortgages, bonds, contracts or other instruments which the Board of

Directors has authorized to be executed, except where the execution thereof shall be expressly delegated by the Board of Directors and the By-Laws to another officer or agent of the Corporation, or shall be required by law to be otherwise executed. He shall keep the Board of Directors fully informed and shall freely consult with the Board of Directors concerning the business of the Corporation and shall perform such other duties as are incident to such office and are properly required of the Chairman of the Board by the Board of Directors.

Section 2. The President. The President shall be the Chief Executive Officer of the Corporation and shall have general supervision over the policies, affairs, and finances of the Corporation. The President shall execute certificates for shares of stock of the Corporation, deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except where the execution thereof shall be expressly delegated by the Board of Directors and the By-Laws to another officer or agent of the Corporation, or shall be required by law to be otherwise executed. He shall keep the Board of Directors fully informed and shall freely consult with the Board of Directors concerning the business of the Corporation and shall perform such other duties as are incident to such office and are properly required of the Chief Executive Officer by the Board of Directors or the Chairman of the Board. In the absence of the Chairman of the Board, the President may perform the duties and exercise the powers of the Chairman of the Board.

Section 3. Vice Presidents. The Vice Presidents shall perform the duties and exercise the powers delegated to them by the Board of Directors, the Chairman of the Board, or the President. In the absence of the President, the Vice Presidents in order of their seniority may perform the duties and exercise the powers of the President.

Section 4. The Secretary. The Secretary shall attend all meetings of the shareholders, Board of Directors, and Executive Committee, and shall record votes and keep minutes of such meetings in one or more books provided for that purpose. He shall give all notices in the manner required by the By-laws of the Corporation or by law. He shall be custodian of the corporate records and corporate seal and, when authorized by the Board of Directors, Executive Committee, or the Chairman of the Board, shall affix the seal to any document or instrument of the Corporation requiring the seal. He shall have general charge of the stock transfer books of the Corporation and shall keep a list of the post office addresses of such shareholder which shall be given by each such shareholder to the Secretary. He shall sign, with the Chairman of the Board, the President or Vice President, certificates for shares of the Corporation, the issuance of which shall have been authorized by resolution of the Board of Directors. He shall, in general, perform all duties incident to the office of Secretary and perform

such other duties as may be required by the Board of Directors, Executive Committee, or the Chairman of the Board, under whose supervision he shall be. If the Secretary is absent from any meeting, the Board of Directors or Executive Committee may select any of their number, or any Assistant Secretary, to act as temporary Secretary.

Section 5. Treasurer. The Treasurer shall be the Chief Financial Officer and shall have control and custody of the funds and securities of the Corporation. He shall keep and maintain in books and records of the Corporation accurate accounts of receipts and disbursements, and he shall deposit all monies and valuable effects of the Corporation in the name of the Corporation in such depositories as the Board of Directors or Executive Committee may designate. He shall make disbursements of the funds and securities of the Corporation upon order of the Board of Directors or Executive Committee and obtain proper vouchers therefor. He shall report to the Board of Directors and Executive Committee, at all meetings thereof, concerning the financial condition of the Corporation and the performance of his duties as Treasurer. He shall sign, with the Chairman of the Board, the President, or Vice President, certificates for shares of the Corporation, the issuance of which shall have been authorized by resolution of the Board of Directors. In general, he shall perform all duties incident to the office of Treasurer. He shall, upon request of the Board of Directors or Executive Committee, furnish a bond for the faithful performance of his duties in such amount and with such surety as either of them may require.

Section 6. Assistant Officers. Any Assistant Secretaries or Assistant Treasurers elected by the Board of Directors shall have such authority and perform such duties as the Board of Directors may from time to time prescribe.

Section 7. Subordinate Officers. The Board of Directors may elect such subordinate officers as it deems necessary to serve for such period and have such authority and perform such duties as the Board of Directors may authorize.

ARTICLE VII CERTIFICATES FOR SHARES AND THEIR TRANSFER

Section 1. Certificates for Shares. The Board of Directors shall prescribe the form of the certificate of stock of the Corporation. The certificate shall be signed by the Chairman of the Board, the President or Vice President and by the Secretary, Treasurer or Assistant Secretary or Treasurer, and shall be sealed with the seal of the Corporation and shall be numbered consecutively. The name of the owner of the certificates of stock, number of shares of stock represented thereby, and the date of issue shall be recorded on the books of the Corporation. Certificates of stock surrendered to the Corporation for transfer

shall be canceled and new certificates of stock representing these shares of stock shall not be issued until the former certificates are surrendered and canceled, except that new certificates of stock may be issued to replace lost, destroyed or mutilated certificates upon such terms and with such security to the Corporation as the Board of Directors may require.

Section 2. Transfer of Shares. Shares of stock of the Corporation may be transferred on the books of the Corporation by delivery of the certificates representing such shares to the Corporation for cancellation, and with an assignment in writing on the back of the certificate executed by the person named in the certificate as the owner thereof or by a written power of attorney executed for that purpose by such person. The person registered on the books of the Corporation as the owner of shares of stock of the Corporation shall be deemed the owner thereof and entitled to all the rights of ownership with respect to such shares.

Section 3. Transfer Books. Transfer books shall be maintained under the direction of the Secretary, showing the ownership and transfer of all certificates of stock issued by the Corporation.

ARTICLE VIII FISCAL YEAR

The fiscal year of the Corporation shall be for such period of twelve (12) months as the Board of Directors shall determine.

ARTICLE IX SEAL

The seal of the Corporation shall be in the form of a circle, and shall have inscribed thereon the name of the Corporation and the words "Corporate Seal" and "Nevada." The form of the seal of the Corporation may be changed from time to time by resolution of the Board of Directors.

ARTICLE X CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instance.

Section 2. Loans. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instance.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

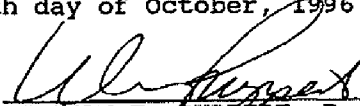
ARTICLE XI
WAIVER OF NOTICE

Whenever any notice is required to be given pursuant to these By-Laws, the Articles of Incorporation of the Corporation, or the corporation laws of the State of Nevada, a written waiver thereof signed by the person or persons entitled thereto, whether before or after the time stated therein, shall satisfy such requirement of notice.

ARTICLE XII
AMENDMENTS

The By-Laws of the Corporation may be amended or repealed and new By-Laws may be adopted by a vote of the majority of shares represented in person or by proxy and entitled to vote, at any annual meeting of shareholders without notice, or at any special meeting of shareholders with notice setting forth the terms of the proposed By-Laws, amendment, or repeal. The Board of Directors shall also have the power to make, alter, amend, or repeal the By-Laws of the Corporation to the extent that such power may be vested in the Board of Directors by the Articles of Incorporation.

I, the undersigned President and Chief Executive Officer, do hereby certify that the foregoing is a true and correct copy of the By-Laws of the Corporation, as adopted by unanimous written consent of the Board of Directors on the 9th day of October, 1996.


WILLIAM E. RUPERT, President
and Chief Executive Officer

BY-LAWS
OF
P.A.T. CO. ACQUISITION , INC.

ARTICLE I
OFFICES

The principal office of the Corporation shall be located at 10986 N. Warson Road, St. Louis, MO 63114-2019. The Corporation may also have offices and branch offices at such other places within and without the State of Missouri as the Board of Directors may from time to time designate and the business of the Corporation may require.

ARTICLE II
SHAREHOLDERS

Section 1. Place of Meeting. Any annual or special meeting of the shareholders shall be held at such place within or without the State of Missouri as may be designated by the Board of Directors or Executive Committee or in a waiver of notice executed by all shareholders entitled to vote at such meetings, the same shall be held at the principal place of business of the Corporation.

Section 2. Meetings. The annual meeting of shareholders shall be held on the second Tuesday of June of each year, at the hour of nine o'clock A.M., for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day at the same hour. Special meetings of the shareholders may be called at any time by the President, by the Board of Directors, by the holders of not less than a majority of all the outstanding shares entitled to vote at such meeting or by such other officers or persons as may be provided in the Articles of Incorporation or the By-Laws.

Section 3. Quorum of Outstanding Shares. Unless otherwise provided in the Articles of Incorporation or By-Laws, a majority of the outstanding shares entitled to vote at any meeting represented in person or by proxy, shall constitute a quorum at a meeting of shareholders; provided, that in no event shall a quorum consist of less than a majority of the outstanding shares entitled to vote, but less than such quorum shall have the right successively to adjourn the meeting to a specified date not longer than 90 days after such adjournment, and no notice need be given of such adjournment to shareholders not present at the meeting. Every decision of a majority of such quorum shall be valid as a corporate act unless a larger vote is required by the corporation laws of the State of Nevada.

Section 4. Notice of Shareholders' Meetings. Written or printed notice of each meeting of shareholders stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered or given not less than 10 nor more than 50 days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting. Any notice of a shareholders' meeting sent by mail shall be deemed to be delivered when deposited in the United States mail with postage thereon prepaid addressed to the shareholder at his address as it appears on the records of the Corporation. Attendance of a shareholder at any meeting shall constitute a waiver of notice of such meeting except where a shareholder attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 5. Waiver of Notice. Any notice required by these By-Laws may be waived by the persons entitled thereto signing a waiver of notice before or after the time of such meeting and such waivers shall be deemed equivalent to the giving of said notice.

Section 6. Closing of Transfer Books or Fixing of Record Date. The Board of Directors shall have power to close the transfer books of the Corporation for a period not exceeding 50 days preceding the date of any meeting of shareholders or the date of payment of any dividend or the date for the allotment of rights or the date when any change or conversion or exchange of shares shall go into effect; provided, however, that in lieu of closing the stock transfer books as aforesaid, the Board of Directors may fix in advance a date, not exceeding 50 days preceding the dates of the forenamed occurrences as a record date for the determination of the shareholders entitled to notice of, and to vote at, any such meeting, and any adjournment thereof, or entitled to receive payment of any such dividend, or to any such allotment of rights, or to exercise the rights in respect of any such change, conversion or exchange of shares, and in such case such shareholders and only such shareholders as shall be shareholders of record on the date of closing the transfer books or on the record date so fixed shall be entitled to notice of, and to vote at, such meeting, and any adjournment thereof, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, as the case may be, notwithstanding any transfer of any shares on the books of the Corporation after such date of closing of the transfer books or such record date fixed as aforesaid. If the Board of Directors does not close the transfer books or set a record date for the determination of the shareholders entitled to notice of, and to vote at, a meeting of shareholders, only the shareholders who are shareholders of record at the close of business on the twentieth day preceding the date of the meeting shall be entitled to notice of, and to vote at, the meeting, and any adjournment of

the meeting; except that, if prior to the meeting written waivers of notice of the meeting are signed and delivered to the Corporation by all of the shareholders of record at the time the meeting is convened, only the shareholders who are shareholders of record at the time the meeting is convened shall be entitled to vote at the meeting, and any adjournment of the meeting.

Section 7. List of Voters. A complete list of all shareholders entitled to vote at any annual and special meeting shall be compiled at least 10 days before such meeting by the officer or agent having charge of the transfer books for shares of the stock of the Corporation. Such list shall be compiled in alphabetical order with the address of and the number of shares held by each shareholder, and the list shall be kept on file at the registered office of the Corporation for a period of at least 10 days prior to such meeting and shall be open to inspection by any shareholder for such period during usual business hours. Such list shall also be present and kept open at the time and place of such meeting and shall be subject to the inspection of any shareholder during this meeting. The original share ledger or transfer book, or a duplicate thereof kept in this State, shall be prima facie evidence as to who are the shareholders entitled to examine such list or share ledger or transfer book, or to vote at any meeting of shareholders. Failure to comply with the requirements of this section shall not affect the validity of any action taken at such meeting.

Section 8. Proxies. A shareholder may, at any annual or special meeting, vote either in person or by proxy executed in writing by the shareholder or his duly authorized attorney in fact. Such proxy shall be filed with the Secretary of the Corporation before or at the time of the meeting. No proxy shall be valid after six months from the date of execution unless otherwise provided in the proxy.

Section 9. Voting of Shares. Each outstanding share of stock having voting rights shall be entitled to one vote upon each matter submitted to a vote at any meeting of the shareholders. Only shareholders who are entitled to vote their shares shall be entitled to notice of any meeting.

Section 10. Voting of Shares of Certain Holders. Shares of stock in the name of another corporation, foreign or domestic, may be voted by such officer, agent or proxy as the by-laws of such corporation may prescribe, or, in the absence of such provision as the board of directors of such corporation may determine.

Shares of stock in the name of a deceased person may be voted by his executor or administrator in person or by proxy.

Shares of stock in the name of a guardian, curator or trustee may be voted by such fiduciary either in person or by proxy

provided the books of the Corporation show the stock to be in the name of such fiduciary in such capacity.

Shares of stock in the name of a receiver may be voted by such receiver and shares held by or in the control of a receiver may be voted by such receiver without the transfer thereof into his name, if authority to do so be contained in an appropriate order of the court by which such receiver was appointed.

Shares of stock which have been pledged shall be voted by the pledgor until the shares of stock have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

Section 11. Informal Action by Shareholders. Any action required to be taken at a meeting of the shareholders, or any action which may be taken at a meeting of the shareholders, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof. Such consents shall have the same force and effect as a unanimous vote of the shareholders at a meeting duly held, and may be stated as such in any certificate or document filed under the corporation laws of the State of Nevada. The secretary shall file such consents with the minutes of the meetings of the shareholders.

ARTICLE III BOARD OF DIRECTORS

Section 1. General Powers. The business, property and affairs of the Corporation shall be controlled and managed by its Board of Directors.

Section 2. Number, Duration and Vacancies. The number of directors of the Corporation shall be designated in the Articles of Incorporation and amendments thereto. The corporation may elect its directors for one or more years, not to exceed three years, the time of service and mode of classification to be provided for by the by-laws of the Corporation; provided, however, that there shall be an annual election for such number or proportion of directors as may be found upon dividing the entire number of directors by the number of years composing a term. At their first annual meeting of shareholders and at each annual meeting thereafter, the shareholders entitled to vote shall elect directors to hold office until the next succeeding annual meeting, except as herein provided. Each director shall hold office for the term for which he is elected or until his successor shall have been elected and qualified. In case of the death or resignation or disqualification of one or more of the directors, a majority of the survivors or remaining directors may fill such vacancy or vacancies until the successor or successors are elected at the next annual meeting of the shareholders. A director elected to fill a vacancy shall serve

as such until the next annual meeting of the shareholders.

Section 3. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at a meeting of the Board of Directors, and the act of the majority of such quorum present at any such meeting shall be the act of the Board of Directors.

Section 4. Meetings. The annual meeting of the Board of Directors shall be held at the same place as the annual meeting of the shareholders immediately following said meeting. In the event of adjournment of such annual meeting of the Board of Directors, because a quorum is not present or otherwise, such meeting may be held, without further notice, at any place within or without the State of Missouri, as may be designated by the directors adjourning said meeting, provided a quorum is present, but in no event later than thirty days after the annual meeting of shareholders. All other meetings of the Board of Directors shall be held at the principal place of business of the Corporation or at such other place within or without the State of Missouri as may be designated by the Board of Directors, or by the Executive Committee in absence of such designation by the Board of Directors. Regular meetings of the Board of Directors may be held without notice at such time and place as may be determined by the Board of Directors. Special meetings of the Board of Directors may be held at any time upon call of the President, Vice President, or other officers of the Corporation.

Section 5. Notice. Notice of any special meeting shall be given at least five days prior thereto in writing delivered personally or mailed to each director. Notice given by mail shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed with postage thereon prepaid. Notice to a director may be waived by executing a written waiver thereof or by attendance at any meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened. Notice or waiver of notice of any regular or special meeting of the Board of Directors need not state the business to be transacted nor the purpose thereof.

Section 6. Compensation. Directors, as such, shall not receive a stated salary for their services, but, by resolution of the Board of Directors, may be allowed a fixed sum and expenses of attendance, if any, for attendance at any meeting of the Board of Directors; provided that nothing contained herein shall be construed to preclude a director from serving the Corporation in any other capacity and receiving compensation thereof.

Section 7. Presumption of Assent. A director of the Corporation shall be presumed to have assented to the action taken on any corporate matter at a Board of Directors meeting at which he

is present, unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. A director who voted in favor of such action may not so dissent.

Section 8. Action by Unanimous Consent of Directors or Action by Sole Director. If all the directors severally or collectively consent in writing to any action to be taken by the directors, such consents shall have the same force and effect as a unanimous vote of the directors at a meeting duly held, and may be stated as such in any certificate or document filed under the corporation laws of the State of Nevada. The Secretary shall file such consents with the minutes of the meetings of the Board of Directors. Accordingly, formal meetings of the directors or of the Sole Director need not be held where the action of all the directors or of the Sole Director shall be consented to in writing.

ARTICLE IV COMMITTEES

Section 1. Executive Committee. An Executive Committee of two or more directors may be created by a majority vote of the entire Board of Directors to serve at the pleasure of the Board, and one of such directors may be designated to act as Chairman thereof. The Board of Directors shall fill the vacancies on the Committee. Between meetings of the Board of Directors, the Executive Committee shall possess and may exercise any and all powers of the Board of Directors in the management of the business and affairs of the Corporation, to the extent authorized by resolution adopted by a majority vote of the entire Board of Directors. The Executive Committee shall keep a complete record of its activities and regularly report them to the Board of Directors at every meeting thereof. All action taken by the Executive Committee shall be subject to revision, alteration or change by the Board of Directors, provided that rights of third person shall not be affected thereby.

Section 2. Meetings of the Executive Committee. A majority of the Executive Committee shall constitute a quorum for the transaction of business. The Executive Committee may determine the time and place for its meetings, the notice necessary therefor and its rules of procedure.

Section 3. Other Committees. The Board of Directors, by resolution, may provide for such other committees as it deems necessary, to serve at its pleasure and to have such powers and perform such functions as may be assigned to them.

ARTICLE V
OFFICERS

Section 1. Executive Officers. Executive Officers of the Corporation shall be the President, one or more Vice Presidents, a Secretary and a Treasurer, and such Assistant Secretaries and Assistant Treasurers as the Board of Directors may from time to time elect. Any two or more offices may be held by the same person except the offices of President and Secretary.

Section 2. Election and Term. The President, Vice President, a Secretary and a Treasurer shall be elected at the first meeting of the Board of Directors following the annual meeting of the shareholders and shall hold office at the pleasure of the Board of Directors until their successors are elected and shall qualify. Additional Vice Presidents, Assistant Secretaries, and Assistant Treasurers may be elected by the Board of Directors at any meeting thereof to hold office at the pleasure of the Board of Directors. If more than one Vice President should be elected, the Board of Directors at the time of the election, shall determine the seniority of each of the Vice Presidents.

Section 3. Removal. Any officer elected by the Board of Directors may be removed at any time by a vote of a majority of the entire Board of Directors but such removal shall be without prejudice to the contract rights, if any, of such officer.

Section 4. Vacancies. A vacancy in any office caused by death, resignation, removal or otherwise, may be filled by the Board of Directors for the unexpired term.

Section 5. Compensation. The Board of Directors may determine the compensation to be received by officers of the Corporation and agents appointed by the Board of Directors.

Section 6. Bond. The Board of Directors, by resolution, may require the officers and agents of the Corporation, or any of them, to give bond to the Corporation, in sufficient amount and with sufficient surety, to secure the faithful performance of their duties, and to comply with such other conditions as the Board of Directors may from time to time require.

ARTICLE VI
DUTIES OF OFFICERS

Section 1. The President. The President shall be the Chief Executive Officer of the Corporation and shall have general supervision over the policies, affairs, and finances of the Corporation. The President shall execute certificates for shares of stock of the Corporation, deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except where the execution thereof shall be expressly

delegated by the Board of Directors and the By-Laws to another officer or agent of the Corporation, or shall be required by law to be otherwise executed. He shall keep the Board of Directors fully informed and shall freely consult with the Board of Directors concerning the business of the Corporation and shall perform such other duties as are incident to such office and are properly required of the Chief Executive Officer by the Board of Directors. The President shall perform the duties and exercise the powers delegated to him by the Board of Directors.

Section 2. Vice Presidents. The Vice Presidents shall perform the duties and exercise the powers delegated to them by the Board of Directors or the President. In the absence of the President, the Vice Presidents in order of their seniority may perform the duties and exercise the powers of the President.

Section 3. The Secretary. The Secretary shall attend all meetings of the shareholders, Board of Directors, and Executive Committee, and shall record votes and keep minutes of such meetings in one or more books provided for that purpose. He shall give all notices in the manner required by the By-laws of the Corporation or by law. He shall be custodian of the corporate records and corporate seal and, when authorized by the Board of Directors or Executive Committee, shall affix the seal to any document or instrument of the Corporation requiring the seal. He shall have general charge of the stock transfer books of the Corporation and shall keep a list of the post office addresses of such shareholder which shall be given by each such shareholder to the Secretary. He shall sign, with the President or Vice President, certificates for shares of the Corporation, the issuance of which shall have been authorized by resolution of the Board of Directors. He shall, in general, perform all duties incident to the office of Secretary and perform such other duties as may be required by the Board of Directors or Executive Committee, under whose supervision he shall be. If the Secretary is absent from any meeting, the Board of Directors or Executive Committee may select any of their number, or any Assistant Secretary, to act as temporary Secretary.

Section 4. Treasurer. The Treasurer shall be the Chief Financial Officer and shall have control and custody of the funds and securities of the Corporation. He shall keep and maintain in books and records of the Corporation accurate accounts of receipts and disbursements, and he shall deposit all monies and valuable effects of the Corporation in the name of the Corporation in such depositories as the Board of Directors or Executive Committee may designate. He shall make disbursements of the funds and securities of the Corporation upon order of the Board of Directors or Executive Committee and obtain proper vouchers therefor. He shall report to the Board of Directors and Executive Committee, at all meetings thereof, concerning the financial condition of the Corporation and the performance of his duties as Treasurer. He shall sign, with the President or Vice President, certificates for

shares of the Corporation, the issuance of which shall have been authorized by resolution of the Board of Directors. In general, he shall perform all duties incident to the office of Treasurer. He shall, upon request of the Board of Directors or Executive Committee, furnish a bond for the faithful performance of his duties in such amount and with such surety as either of them may require.

Section 5. Assistant Officers. Any Assistant Secretaries or Assistant Treasurers elected by the Board of Directors shall have such authority and perform such duties as the Board of Directors may from time to time prescribe.

Section 6. Subordinate Officers. The Board of Directors may elect such subordinate officers as it deems necessary to serve for such period and have such authority and perform such duties as the Board of Directors may authorize.

ARTICLE VII CERTIFICATES FOR SHARES AND THEIR TRANSFER

Section 1. Certificates for Shares. The Board of Directors shall prescribe the form of the certificate of stock of the Corporation. The certificate shall be signed by the President or Vice President and by the Secretary, Treasurer or Assistant Secretary or Treasurer, and shall be sealed with the seal of the Corporation and shall be numbered consecutively. The name of the owner of the certificates of stock, number of shares of stock represented thereby, and the date of issue shall be recorded on the books of the Corporation. Certificates of stock surrendered to the Corporation for transfer shall be canceled and new certificates of stock representing these shares of stock shall not be issued until the former certificates are surrendered and canceled, except that new certificates of stock may be issued to replace lost, destroyed or mutilated certificates upon such terms and with such security to the Corporation as the Board of Directors may require.

Section 2. Transfer of Shares. Shares of stock of the Corporation may be transferred on the books of the Corporation by delivery of the certificates representing such shares to the Corporation for cancellation, and with an assignment in writing on the back of the certificate executed by the person named in the certificate as the owner thereof or by a written power of attorney executed for that purpose by such person. The person registered on the books of the Corporation as the owner of shares of stock of the Corporation shall be deemed the owner thereof and entitled to all the rights of ownership with respect to such shares.

Section 3. Transfer Books. Transfer books shall be maintained under the direction of the Secretary, showing the ownership and transfer of all certificates of stock issued by the Corporation.

ARTICLE VIII
FISCAL YEAR

The fiscal year of the Corporation shall be for such period of twelve (12) months as the Board of Directors shall determine.

ARTICLE IX
SEAL

The seal of the Corporation shall be in the form of a circle, and shall have inscribed thereon the name of the Corporation and the words "Corporate Seal" and "Nevada." The form of the seal of the Corporation may be changed from time to time by resolution of the Board of Directors.

ARTICLE X
CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instance.

Section 2. Loans. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instance.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

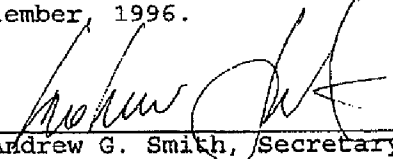
ARTICLE XI
WAIVER OF NOTICE

Whenever any notice is required to be given pursuant to these By-Laws, the Articles of Incorporation of the Corporation, or the corporation laws of the State of Nevada, a written waiver thereof signed by the person or persons entitled thereto, whether before or after the time stated therein, shall satisfy such requirement of notice.

ARTICLE XII
AMENDMENTS

The By-Laws of the Corporation may be amended or repealed and new By-Laws may be adopted by a vote of the majority of shares represented in person or by proxy and entitled to vote, at any annual meeting of shareholders without notice, or at any special meeting of shareholders with notice setting forth the terms of the proposed By-Laws, amendment, or repeal. The Board of Directors shall also have the power to make, alter, amend, or repeal the By-Laws of the Corporation to the extent that such power may be vested in the Board of Directors by the Articles of Incorporation.

I, the undersigned Secretary, do hereby certify that the foregoing is a true and correct copy of the By-Laws of the Corporation, as adopted by unanimous written consent of the Board of Directors on the 19th day of September, 1996.



Andrew G. Smith, Secretary

**FIRST AMENDMENT TO BY-LAWS OF
P.A.T.C.O. PROPERTIES, INC.**

In accordance with the provisions of Article XII of the By-Laws of the Corporation, the Shareholders of the Corporation have amended the Corporation's By-Laws as follows:

**ARTICLE I
OFFICES**

The principal office of the Corporation shall be located at 232 Court Street, Reno, Nevada 89501-1808. The Corporation may also have offices and branch offices at such other places within and without the State of Nevada as the Board of Directors may from time to time designate and the business of the Corporation may require.

**ARTICLE IX
SEAL**

The Corporation may, at its discretion, adopt a corporate seal which, if adopted, shall be in the form of a circle, and shall have inscribed thereon the name of the Corporation and the words "Corporate Seal" and "Nevada." The form of any seal adopted by the Corporation may be changed from time to time by resolution of the Board of Directors.


**ARTICLE XIII
LIABILITY AND INDEMNIFICATION**

A. The personal liability of the Directors and officers of the Corporation is hereby eliminated to the fullest extent permitted by the Nevada Revised Statutes.

B. The Corporation shall, to the fullest extent permitted by Nevada Revised Statutes §78.751, indemnify any and all persons whom it shall have power to indemnify thereunder from and against any and all of the expenses, liabilities or other matters referred to in, or covered by, Nevada Revised Statutes §78.751, and the indemnification provided for herein shall not be deemed

exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in that person's official capacity and as to action in another capacity while holding office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of that person.

I, the undersigned Secretary, certify that the foregoing is a true and correct copy of the First Amendment to the By-Laws of the Corporation, as adopted by unanimous written consent of the Board of Directors dated as of June 1, 1997.



Andrew G. Smith, Secretary

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**CONSENT TO ACTION IN LIEU OF A SPECIAL MEETING
OF THE SOLE SHAREHOLDER
OF P.A.T.C.O. PROPERTIES, INC.
December 10, 1997**

Pursuant to the By-Laws of the Corporation, the undersigned, being the sole shareholder of P.A.T.C.O. Properties, Inc., a Nevada corporation (hereinafter the "Corporation"), does hereby consent to the following resolution effective as of December 10, 1997, such consent to have the same force and effect as a unanimous vote of the shareholders of this Corporation at a special meeting of the Shareholders duly called, convened and held as of the effective date, to-wit:

WHEREAS, it is the desire of the sole Shareholder to pay a director's fee to outside directors of the Corporation; and

WHEREAS, the Corporation previously entered into an agreement to pay Paul A. Bible ("Bible"), an outside director of the Corporation, a fee for his services as a director of the Corporation; and

WHEREAS, the By-Laws of the Corporation do not currently allow payment of director's fees;

NOW THEREFORE BE IT RESOLVED, that Article III, Section 6 of the Corporation's By-Laws be hereby amended to read in its entirety as follows:

"The Board of Directors shall have the authority to fix the compensation of directors. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors or committee thereof and may be paid a fixed sum for attendance at each meeting of the Board of Directors or committee thereof or a stated salary as director or committee member. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor."

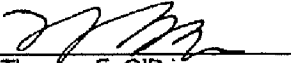
BE IT FURTHER RESOLVED, that any agreements previously entered into to pay director's fees to Bible are hereby ratified and approved, until any further action by the Board.

BE IT FURTHER RESOLVED, that no director of the Corporation who is an employee of any company affiliated with the Corporation shall be paid any director's fee by the Corporation, unless otherwise approved by the Board.

EXECUTED AS OF: December 10, 1997

APPROVED AND CONSENTED TO:

Public Safety Equipment, Inc.

by: 
Thomas F. O'Brien
Chairman and CEO

patres 198a

THIRD AMENDMENT TO BY-LAWS OF

P.A.T.C.O. PROPERTIES, INC.

In accordance with the provisions of Article XII of the By-Laws of the Corporation, the Shareholders of the Corporation have amended the Corporation's By-Laws as follows:

**ARTICLE III
BOARD OF DIRECTORS**

Section 4. Meetings. The annual meeting of the Board of Directors shall be held at any place or places, either within or without the State of Nevada, in any manner designated by the Board of Directors. In the event of adjournment of the annual meeting of the Board of Directors because a quorum is not present or otherwise, the meeting may be held without further notice at any place within or without the State of Nevada as may be designated by the Directors adjourning the meeting, provided a quorum is present, but in no event later than thirty days after the annual meeting of shareholders. All other meetings of the Board of Directors, both regular and special, may be held at any place or places, either within or without the State of Nevada, in any manner designated by the Board of Directors, or by the Executive Committee in absence of a designation by the Board of Directors. Regular meetings of the Board of Directors may be held without notice at any time and place as may be determined by the Board of Directors. Special meetings of the Board of Directors may be held at any time upon call of the Chairman of the Board, the President, Vice President, or other officers of the Corporation.

I, the undersigned Secretary, certify that the foregoing is a true and correct copy of the Third Amendment to the By-Laws of the Corporation, as adopted by written consent of the sole Shareholder dated as of March 24, 1998.



Ronald W. Recker, Secretary

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**FOURTH AMENDMENT TO BY-LAWS OF
P.A.T.C.O. PROPERTIES, INC.**

In accordance with the provisions of Article XII of the By-Laws of the Corporation, the Shareholder of the Corporation has amended the Corporation's By-Laws as follows:

RESOLVED that Article III entitled "Board of Directors" is amended to add a new Section 9, as follows:

Section 9. Meetings By Telephone. Members of the Board of Directors may participate in a meeting of the Board of Directors by means of a conference telephone, or similar communications equipment, by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section shall constitute presence in person at the meeting.

The undersigned Assistant Secretary of the Corporation certifies that the foregoing is a true and correct copy of the fourth amendment to the By-Laws of the Corporation, as adopted by unanimous written consent of the sole Shareholder dated as of November 20, 2000.


Dawn L. Grover, Assistant Secretary

**EXHIBIT C
TO OFFICER'S CERTIFICATE
RESOLUTIONS**

MAY 21, 2010

P.A.T.C.O. PROPERTIES, INC.

CONSENT IN LIEU OF A SPECIAL

MEETING OF THE BOARD OF DIRECTORS

The undersigned being all of the members of the board of directors (the "Directors") of P.A.T.C.O. Properties, Inc., a Nevada corporation (the "Company"), in lieu of holding a special meeting of the Directors of the Company, hereby take the following actions and adopt the following resolutions by written consent pursuant to Nevada Revised Statutes 78.315(2) and Article III, Section 8 of the bylaws of the Company (the "Bylaws"):

I. ACCESSION TO A SENIOR FACILITIES AGREEMENT AND SECURITY AGREEMENT

WHEREAS, PSE Newco Limited (the "New Parent"), PSE Acqco Limited ("PSE Acqco") and together with the New Parent, the "Parents"), the Original Borrowers, the Original Guarantors, the Lenders, the Arranger, the Issuing Bank and the Security Agent are parties to that Senior Term and Multicurrency Revolving Facilities Agreement dated on or about February 16, 2007, as amended on May 23, 2007 and April 30, 2009 (the "Original Facilities Agreement");

WHEREAS, in connection with the Original Facilities Agreement, certain guarantors thereof entered into that certain Security Agreement in favor of the Security Agent, dated as of April 3, 2007 (as amended from time to time, the "Security Agreement").

WHEREAS, it is contemplated that the Company will obtain benefits from acceding as a guarantor to the Original Facilities Agreement pursuant to an accession letter (the "Accession Letter") and acceding as a Pledgor to the Security Agreement pursuant to a joinder agreement (the "Joinder Agreement").

II. AMENDMENT AND RESTATEMENT AGREEMENT RELATING TO A SENIOR FACILITIES AGREEMENT

WHEREAS, the Parents, the Original Borrowers, the Original Guarantors, the Lenders, the Agent, the Arranger, the Issuing Bank and the Security Agent propose to enter into an Amendment and Restatement Agreement Relating to a Senior Facilities Agreement (the "Amendment") and certain related agreements;

WHEREAS, the parties to the Security Agreement propose to reaffirm and amend the Security Agreement in connection with the Amendment pursuant to a Reaffirmation and Amendment Agreement (the "Reaffirmation Agreement");

WHEREAS, it is contemplated that the Company will obtain benefits from entering into the Amendment, the Reaffirmation Agreement and related agreements.

THEREFORE, IT IS RESOLVED, that the terms and provisions of the Accession Letter, the Joinder Agreement, the Amendment, and the Reaffirmation Agreement, each substantially in the form as reviewed by the undersigned, and the Company's performance of its obligations thereunder (and any of its obligations under the (i) the Original Facilities Agreement, including as the same is supplemented by the Accession Letter and amended and restated by the Amendment and (ii) the Security Agreement, including as the same is supplemented by the Joinder Agreement and amended by the Reaffirmation Agreement), be, and hereby are, in all respects, authorized and approved; and further resolved, that each of the chief executive officer, president, chief operating officer, vice president, chief financial officer, secretary, assistant secretary, treasurer, and any Director (acting in such capacity) (collectively, the "Authorized Signatories"), acting alone or with one or more Authorized Signatories be, and hereby is, authorized and empowered to execute and deliver, and cause the Company to perform any of the obligations under, the Accession Letter, the Joinder Agreement, the Amendment, and the Reaffirmation Agreement and each of the instruments and documents listed below and all agreements, documents and instruments contemplated thereby or requested by the Agent in connection with any of the foregoing (together with the Accession Letter, the Joinder Agreement, the Amendment, and the Reaffirmation Agreement, collectively, the "Transaction Documents"), and each of the documents and instruments contemplated thereby, in the name and on behalf of the Company, in the forms presented to the Authorized Signatories, with such changes therein and modifications and amendments thereto as any Authorized Signatory may in his or her discretion approve, which approval shall be conclusively evidenced by his or her execution thereof:

- (i) the amendment and restatement of the Original Facilities Agreement, in accordance with the terms and conditions set forth in the Amendment;
- (ii) the Subscription Deed, among the New Parent, the Company and other parties listed therein as Obligors, the Financial Institutions listed therein as Facility C Lenders, and Barclays Bank PLC, as Agent;
- (iii) all intellectual property security agreements (including a patent security agreement and a trademark security agreement), to be entered into by the Company in favor of the Security Agent;
- (iv) the Amendment and Restatement Deed Relating to an Intercreditor Deed dated February 16, 2007; and

- (v) such other agreements, instruments, certificate and documents as may be reasonably requested by any Agent or required by the Amendment and any other Transaction Document.

FURTHER RESOLVED, that in light of the benefits the Company is contemplated to receive from entering into the Transaction Documents, which benefits the Directors have deemed desirable and convenient to the conduct, promotion and attainment of the business of the Company, the undersigned have determined that the entry by the Company into the Transaction Documents is advisable and in the best interests of the Company.

FURTHER RESOLVED, that the Security Agent is authorized to file or record financing statements and other filing or recording documents or instruments with respect to the collateral without the signature of the Company in such form and in such offices as the Agent determines appropriate to perfect the security interests of the Agent under the Transaction Documents. The Agent is authorized to use the collateral description "all or substantially all personal property" or any similar description in any such financing statements.

FURTHER RESOLVED, that each of the Authorized Signatories be, and hereby is, authorized and empowered, in the name and on behalf of the Company, to take all such further actions including, without limitation, to pay all fees and expenses in accordance with the terms of the Transaction Documents, to arrange for and enter into supplemental agreements, instruments, certificates or documents relating to the transactions contemplated by the Amendment or any of the other Transaction Documents and to execute and deliver all such supplemental agreements, instruments, certificates or documents in the name and on behalf of the Company, which shall in their judgment be necessary, proper or advisable in connection with the Amendment or any of the other Transaction Documents and the transactions contemplated thereby, and which necessity or advisability shall be conclusively evidenced by such Authorized Signatory's execution thereof.

FURTHER RESOLVED, that each of the Authorized Signatories be, and hereby is, authorized and empowered to execute and deliver any amendments, amendment and restatements, supplements, modifications, renewals, replacements, consolidations, substitutions and extensions of the Amendment and any of the other Transaction Documents which shall in his or her judgment be necessary, proper or advisable.

FURTHER RESOLVED, that all acts and actions taken by the Authorized Signatories prior to the date hereof with respect to the transactions contemplated by the Amendment and any of the other Transaction Documents be, and hereby are, in all respects confirmed, approved and ratified.

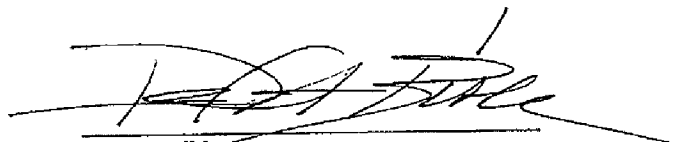
II. MISCELLANEOUS

RESOLVED, that any of the Authorized Signatories be, and hereby are, authorized to take all such further actions, and to execute and deliver all such further agreements, instruments, documents or certificates, in the name and on behalf of the Company and to pay all such fees and expenses, which shall in their judgment be necessary or advisable and to perform all of the obligations of the Company in connection with foregoing resolutions.

FURTHER RESOLVED, that all acts and actions taken by the Authorized Signatories prior to the date hereof with respect to the Original Facilities Agreement, the Original Facilities Loan Documents (as defined in the Original Facilities Agreement) and the Transaction Documents, and the transaction contemplated thereby and by these resolutions be, and hereby are, in all respects confirmed, approved and ratified.

FURTHER RESOLVED, that this consent may be executed in counterparts and that; all such counterparts shall collectively constitute one and the same consent.

IN WITNESS WHEREOF, the undersigned have executed this consent as of the date
first written above.



Paul A. Bible

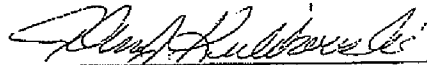
Thomas J. Kulikowski

John P. Sterrenberg

[Signature Page to Consent of P.A.T.C.O. Properties, Inc.]

IN WITNESS WHEREOF, the undersigned have executed this consent as of the date first written above.

Paul A. Bible



Thomas J. Kulikowski

John P. Sterrenberg

[Signature Page to Consent of P.A.T.C.O. Properties, Inc.]

IN WITNESS WHEREOF, the undersigned have executed this consent as of the date
first written above.

Paul A. Bible


Thomas J. Kulikowski



John P. Sterrenberg


[Signature Page to Consent of P.A.T.C.O. Properties, Inc.]

**EXHIBIT D
TO OFFICER'S CERTIFICATE
INCUMBENCY AND SIGNATURES**

<u>Name</u>	<u>Office</u>	<u>Signature</u>
Thomas J. Kulikowski	President and Chief Executive Officer	
John P. Sterrenberg	Vice President, Secretary and Treasurer	_____

P.A.T.C.O. PROPERTIES, INC.

**EXHIBIT D
TO OFFICER'S CERTIFICATE
INCUMBENCY AND SIGNATURES**

<u>Name</u>	<u>Office</u>	<u>Signature</u>
Thomas J. Kulikowski	President and Chief Executive Officer	_____
John P. Sterrenberg	Vice President, Secretary and Treasurer	

P.A.T.C.O. PROPERTIES, INC.