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As filed with the Securities and Exchange Commission on July 19, 2017

Registration No. 333-

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, DC 20549

FORM S-4
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Westinghouse Air Brake Technologies Corporation

(Exact name of registrant as specified in its charter)

Delaware	3743	25-1615902
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classifications Code Number)	(I.R.S. Employer Identification Number)

1001 Air Brake Avenue
Wilmerding, Pennsylvania 15148-0001
(412) 825-1000
(Address, including zip code, and telephone number, including area code of registrant's principal executive offices)

David L. DeNinno, Esq.
Executive Vice President, General Counsel and Secretary
Westinghouse Air Brake Technologies Corporation
1001 Air Brake Avenue
Wilmerding, Pennsylvania 15148-0001
(412) 825-1000
(Name, address, including zip code, and telephone number, including area code, of agent for service)

With a Copy to:
Kristen L. Stewart, Esq.
K&L Gates LLP
K&L Gates Center
210 Sixth Avenue
Pittsburgh, Pennsylvania 15222
(412) 355-6500

Approximate date of commencement of proposed exchange offer: As soon as practicable after this registration statement becomes effective.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b–2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐ (Do not check if a smaller reporting company)	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer) ☐

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer) ☐

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Aggregate Price Per Unit	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee
3.450% Senior Notes due 2026	$750,000,000	100%	$750,000,000	$86,925
Guarantees of 3.450% Senior Notes due 2026(2)	—	—	—	— (3)
Total	$750,000,000	100%	$750,000,000	$86,925

(1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(f) under the Securities Act of 1933, as amended.
(2) The 3.450% Senior Notes due 2026 are guaranteed by the subsidiaries of Westinghouse Air Brake Technologies Corporation that are listed below under "Table of Additional Registrants."
(3) Pursuant to Rule 457(n) under the Securities Act of 1933, as amended, no additional registration fee is payable with respect to the guarantees of the 3.450% Senior Notes due 2026.

The Registrants hereby amend this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrants shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

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TABLE OF ADDITIONAL REGISTRANTS

Exact Name of Registrant as Specified in its Charter and Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices*	State or Other Jurisdiction Of Incorporation	I.R.S. Employer Identification Number	Primary Standard Industrial Classification Code
Aero Transportation Products, Inc.	Missouri	43-1167773	3743
Barber Steel Foundry Corp.	Delaware	46-3009129	3743
Durox Company	Ohio	34-0898628	3743
G&B Specialties, Inc.	Pennsylvania	22-2221935	3743
Longwood Elastomers, Inc.	Virginia	54-1604003	3743
Longwood Industries, Inc.	New Jersey	22-3136502	3743
Longwood International, Inc.	Delaware	22-3768905	3743
MotivePower, Inc.	Delaware	23-2872369	3743
Railroad Controls, L.P.	Texas	02-0538075	3743
Railroad Friction Products Corporation	Delaware	25-1112152	3743
RCL, L.L.C.	Tennessee	47-4406932	3743
Ricon Corp.	California	95-2746855	3743
Schaefer Equipment, Inc.	Ohio	25-0777620	3743
Standard Car Truck Company	Delaware	36-2704499	3743
Thermal Transfer Acquisition Corporation	Delaware	82-0789168	3743
TransTech of South Carolina, Inc.	Delaware	57-1015489	3743
Turbonetics Holdings, Inc.	Delaware	20-8101309	3743
Wabtec International, Inc.	Delaware	20-5818808	3743
Wabtec Railway Electronics, Inc.	Delaware	47-2275131	3743
Wabtec Railway Electronics Manufacturing, Inc.	Delaware	47-2284104	3743
Workhorse Rail, LLC	Pennsylvania	77-0635262	3743
Xorail, Inc.	Florida	47-0724077	3743
Young Touchstone Company	Wisconsin	39-0725170	3743

* The address, including zip code, and telephone number, including area code, of each additional registrant is c/o David L. DeNinno, Esq., Executive Vice President, General Counsel and Secretary, Westinghouse Air Brake Technologies Corporation, 1001 Air Brake Avenue, Wilmerding, Pennsylvania 15148-0001, telephone number (412) 825-1000. The name, address, including zip code, and telephone number, including area code, of the agent for service for each additional registrant is David L. DeNinno, Esq., Executive Vice President, General Counsel and Secretary, Westinghouse Air Brake Technologies Corporation, 1001 Air Brake Avenue, Wilmerding, Pennsylvania 15148-0001, telephone number (412) 825-1000.

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The information in this preliminary prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities and is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED July 19, 2017

PROSPECTUS

Offer to Exchange

Up to $750,000,000 aggregate principal amount of 3.450% Senior Notes due 2026 (CUSIP No. 960386 AL4) which have been registered under the Securities Act of 1933, as amended, for any and all of our outstanding 3.450% Senior Notes due 2026 (CUSIP Nos. 960386 AJ9 and U96036 AB1).

The exchange offer will expire at 5:00 p.m., New York City time, on , 2017, unless earlier terminated or extended.

The principal features of the exchange offer are as follows:

- We will issue up to $750,000,000 aggregate principal amount of 3.450% Senior Notes due 2026 (the "exchange notes") which have been registered under the Securities Act of 1933, as amended (the "Securities Act"), in exchange for any and all of our outstanding 3.450% Senior Notes due 2026 (the "original notes") that are validly tendered and not withdrawn prior to the expiration of the exchange offer.
- The exchange notes will be fully and unconditionally guaranteed, jointly and severally, on an unsecured and unsubordinated basis by each of our current and future subsidiaries that guarantee indebtedness under our senior credit facility or any other debt of ours or any other guarantor.
- You may withdraw tenders of original notes at any time prior to the expiration of the exchange offer.
- The terms of the exchange notes are substantially identical to those of the original notes, except that the transfer restrictions, registration rights and provisions relating to additional interest with respect to the original notes do not apply to the exchange notes.
- The exchange of exchange notes for original notes will not be a taxable transaction for U.S. federal income tax purposes. You should read the discussion under the caption "Material United States Federal Income Tax Consequences" for more information.
- Neither Wabtec nor any guarantor will receive any proceeds from the exchange offer.

There is no existing public market for the original notes or the exchange notes. The original notes are not listed on any securities exchange or included in any automated quotation system, and we do not intend to apply for listing of the exchange notes on any securities exchange or for inclusion of the exchange notes in any automated quotation system.

You should consider carefully the "Risk Factors" beginning on page 19 of this prospectus before participating in the exchange offer.

Each broker-dealer that receives exchange notes for its own account in the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. The letter of transmittal states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of exchange notes received in exchange for original notes where such original notes were acquired by such broker-dealer as a result of market-making activities or other trading activities. We and the guarantors have agreed that, starting on the date of the expiration of the exchange offer and ending on the close of business 180 days after the date of the expiration of the exchange offer, we will make this prospectus available to any broker-dealer for use in connection with any such resale. See "Plan of Distribution."

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is , 2017.

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The information contained in this prospectus speaks only as of the date of this prospectus unless the information specifically indicates that another date applies. No person has been authorized to give any information or to make any representations other than those contained in this prospectus in connection with the exchange offer described herein and, if given or made, such information or representations must not be relied upon as having been authorized by us. Neither the delivery of this prospectus nor any sale or exchange made hereunder shall under any circumstances create an implication that there has been no change in our affairs or that of our subsidiaries since the date hereof.

This prospectus incorporates important business and financial information about Wabtec and the guarantors that is not included in or delivered with this prospectus. Wabtec will provide without charge to each person, including any beneficial owner, to whom a copy of this prospectus is delivered, upon the written or oral request of such person, a copy of any or all of the information incorporated by reference into this prospectus, other than exhibits to such information (unless such exhibits are specifically incorporated by reference into the information that this prospectus incorporates). Requests for such copies should be directed to David L. DeNinno, Esq., Executive Vice President, General Counsel and Secretary, Westinghouse Air Brake Technologies Corporation, 1001 Air Brake Avenue, Wilmerding, Pennsylvania 15148-0001, Telephone: (412) 825-1000. To obtain timely delivery, you must request the information no later than five business days before   , 2017, the expiration date of the exchange offer.

The exchange notes initially will be represented by permanent global certificates in fully registered form without coupons and will be deposited with a custodian for, and registered in the name of, a nominee of The Depository Trust Company ("DTC"), New York, New York, as depositary.

INDUSTRY AND MARKET DATA

We obtained the market and competitive position data included in and incorporated by reference into this prospectus from our own research, surveys or studies conducted by third parties and industry or general publications. Industry publications and surveys generally state that they have obtained information from sources believed to be reliable but do not guarantee the accuracy and completeness of such information. While we believe that each of these studies and publications is reliable, we have not independently verified such data, and we make no representation as to the accuracy of such information. Similarly, we believe our internal research is reliable, but it has not been verified by any independent sources. Market and competitive position data involve

risks and uncertainties and are subject to change based on various factors, including those discussed under the caption "Risk Factors."

PRESENTATION OF FINANCIAL INFORMATION

Our audited consolidated financial statements incorporated by reference into this prospectus from our Annual Report on Form 10-K for the fiscal year ended December 31, 2016 are presented as of December 31, 2015 and 2016 and for each of the three fiscal years ended December 31, 2014, 2015 and 2016. Our unaudited consolidated financial statements incorporated by reference into this prospectus from our Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2017 are presented as of March 31, 2016 and 2017 and for each of the three-month periods ended March 31, 2016 and 2017.

The audited consolidated financial statements of Faiveley Transport S.A. ("Faiveley Transport") incorporated by reference into this prospectus from our Current Report on Form 8-K/A filed on February 14, 2017 are presented as of March 31, 2016, March 31, 2015 and March 31, 2014 and for the fiscal years of Faiveley Transport then ended. The unaudited consolidated financial statements of Faiveley incorporated by reference into this prospectus from our Current Report on Form 8-K/A filed on February 14, 2017 are presented as of September 30, 2016 and for the six-month period ended September 30, 2016.

Certain unaudited pro forma condensed combined financial information of Westinghouse Air Brake Technologies Corporation as of September 30, 2016 and for the nine months ended September 30, 2016 is incorporated by reference into this prospectus from our Current Report on Form 8-K/A filed on February 14, 2017. In addition, certain unaudited pro forma condensed combined financial information of Westinghouse Air Brake Technologies Corporation for the year ended December 31, 2016 is incorporated by reference into this prospectus from an exhibit to the registration statement of which this prospectus forms a part.

FORWARD-LOOKING STATEMENTS

You should carefully review the information contained in or incorporated by reference into this prospectus. In this prospectus, statements that are not reported financial results or other historical information are "forward-looking statements." Forward-looking statements give current expectations or forecasts of future events and are not guarantees of future performance. They are based on our management's expectations that involve a number of business risks and uncertainties, any of which could cause actual results to differ materially from those expressed in or implied by the forward-looking statements.

You can identify these forward-looking statements by the fact that they do not relate strictly to historic or current facts. They use words such as "anticipates," "believes," "estimates," "expects," "would," "should," "will," "will likely result," "forecast," "outlook," "projects" and similar expressions in connection with any discussion of future operating or financial performance.

We cannot guarantee that any forward-looking statements will be realized, although we believe that we have been prudent in our plans and assumptions. Achievement of future results is subject to risks, uncertainties and assumptions that may prove to be inaccurate. Among others, the factors discussed in the "Risk Factors" sections of our Annual Report on Form 10-K for the fiscal year ended December 31, 2016 and any of our subsequently filed Quarterly Reports on Form 10-Q could cause actual results to differ from those in forward-looking statements included in or incorporated by reference into this prospectus or that we otherwise make. Important factors that could cause actual results to differ materially from those in the forward-looking statements include:

Economic and industry conditions

- prolonged unfavorable economic and industry conditions in the markets served by us, including North America, South America, Europe, Australia, Asia and South Africa;

- decline in demand for freight cars, locomotives, passenger transit cars, buses and related products and services;
- reliance on major original equipment manufacturer customers;
- original equipment manufacturers’ program delays;
- demand for services in the freight and passenger rail industry;
- demand for our products and services;
- orders either being delayed, cancelled, not returning to historical levels, or reduced or any combination of the foregoing;
- consolidations in the rail industry;
- continued outsourcing by our customers;
- industry demand for faster and more efficient braking equipment;
- fluctuations in interest rates and foreign currency exchange rates; or
- availability of credit;

Operating factors

- supply disruptions;
- technical difficulties;
- changes in operating conditions and costs;
- increases in raw material costs;
- successful introduction of new products;
- performance under material long-term contracts;
- labor relations;
- the outcome of our existing or any future legal proceedings, including litigation involving our principal customers and any litigation with respect to environmental matters, asbestos-related matters, pension liabilities, warranties, product liabilities or intellectual property claims;
- completion and integration of acquisitions, including the acquisition of Faiveley Transport; or
- the development and use of new technology;

Competitive factors

- the actions of competitors;

Political/governmental factors

- political stability in relevant areas of the world;
- future regulation/deregulation of our customers and/or the rail industry;
- levels of governmental funding on transit projects, including for some of our customers;
- political developments and laws and regulations, including those related to Positive Train Control; or
- federal and state income tax legislation; and

Transaction or commercial factors

- the outcome of negotiations with partners, governments, suppliers, customers or others.

Should known or unknown risks or uncertainties materialize, or should underlying assumptions prove to be inaccurate, actual results could vary materially from those anticipated, estimated or projected. You should bear this in mind as you consider any forward-looking statements.

We undertake no obligation to publicly update forward-looking statements, whether as a result of new information, future events or otherwise, except as may be required by law. You are advised, however, to consider any additional disclosures that we may make on related subjects in future filings with the Securities and Exchange Commission. You should understand that it is not possible to predict or identify all factors that could cause our actual results to differ. Consequently, you should not consider any list of factors to be a complete set of all potential risks or uncertainties.

PROSPECTUS SUMMARY

Except as otherwise indicated or where the context otherwise requires, in this prospectus, "Wabtec," "the Company," "we," "us" and "our" refer to Westinghouse Air Brake Technologies Corporation and its consolidated subsidiaries. This summary highlights selected information contained elsewhere in this prospectus or incorporated by reference into this prospectus. This summary may not contain all of the information that you should consider before exchanging any of your original notes. You should read the entire prospectus carefully, including the sections entitled "Risk Factors" in this prospectus and in our Annual Report on Form 10-K for the fiscal year ended December 31, 2016, which is incorporated by reference into this prospectus, before making a decision to participate in the exchange offer.

Our Company

We are one of the world's largest providers of value-added, technology-based equipment, systems and services for the global freight and transit rail industries. We believe we hold a leading market share for many of our core product lines globally. Our highly engineered products, which are intended to enhance safety, improve productivity and reduce maintenance costs for customers, can be found on most U.S. locomotives, freight cars, passenger transit cars and buses around the world. We had sales of approximately $2.9 billion and $916.0 million and net income attributable to Wabtec shareholders of approximately $304.9 million and $72.0 million in the year ended December 31, 2016 and the three-month period ended March 31, 2017, respectively. In the year ended December 31, 2016 and the three-month period ended March 31, 2017, sales of aftermarket parts and services represented approximately 59% and 57% of total sales, respectively, while sales to customers outside of the United States accounted for approximately 54% and 65% of total sales, respectively.

Industry Overview

We primarily serve the worldwide freight and transit rail industries. As such, our operating results are largely dependent on the level of activity, financial condition and capital spending plans of railroads and passenger transit agencies around the world, and transportation equipment manufacturers who serve those markets. Many factors influence these industries, including general economic conditions; traffic volumes, as measured by freight carloadings and passenger ridership; government spending on public transportation; and investment in new technologies. In general, trends such as increasing urbanization, a focus on sustainability and environmental awareness, an aging equipment fleet and growth in global trade are expected to drive continued investment in freight and transit rail.

According to the 2016 edition of a market study by the Association of the European Rail Industry ("UNIFE"), the accessible global market for railway products and services is more than $100 billion, and it is expected to grow at approximately 3.2% annually through 2021. The three largest geographic markets, which represent approximately 80% of the total accessible market, are Europe, North America and Asia Pacific. Over the next five years, UNIFE projects above-average growth in Asia Pacific and Europe due to overall economic growth and trends such as urbanization and increasing mobility, deregulation, investments in new technologies, energy and environmental issues and increasing government support. The largest product segments of the market are rolling stock, services and infrastructure, which represent almost 90% of the accessible market. Over the next five years, UNIFE projects spending on rolling stock to grow at an above-average rate due to increased investment in passenger transit vehicles. UNIFE estimates that the global installed base of locomotives is approximately 114,000 units, with approximately 32% in Asia Pacific, approximately 25% in North America and approximately 18% in Russia-CIS (Commonwealth of Independent States). We estimate that approximately 3,400 new locomotives were delivered worldwide in 2016, and we expect deliveries of approximately 3,200 new locomotives in 2017. UNIFE estimates the global installed base of freight cars is approximately 5.5 million units,

with approximately 37% in North America, approximately 26% in Russia-CIS and approximately 20% in Asia Pacific. We estimate that approximately 108,000 new freight cars were delivered worldwide in 2016, and we expect deliveries of approximately 97,000 new freight cars in 2017. UNIFE estimates the global installed base of passenger transit vehicles to be approximately 569,000 units, with approximately 43% in Asia Pacific, approximately 32% in Europe and approximately 14% in Russia-CIS. UNIFE estimates that approximately 208,000 new passenger transit vehicles were ordered annually from 2013 to 2015, and that approximately 184,000 new passenger transit vehicles will be ordered annually from 2016 to 2018.

In Europe, the majority of the rail system serves the passenger transit market, which is expected to continue growing as energy and environmental factors encourage continued investment in public mass transit. France, Germany and the United Kingdom are the largest Western European transit markets, representing almost two-thirds of industry spending in the European Union. UNIFE projects the Western European rail market to grow at approximately 3.6% annually during the next five years, led by investments in new rolling stock in France and Germany. Significant investments are also expected in Turkey, the largest market in Eastern Europe. Approximately 75% of freight traffic in Europe is hauled by truck, while rail accounts for approximately 20%. The largest freight markets in Europe are Germany, Poland and the United Kingdom. In recent years, the European Commission has adopted a series of measures designed to increase the efficiency of the European rail network by standardizing operating rules and certification requirements. UNIFE believes that adoption of these measures should have a positive effect on ridership and investment in public transportation over time.

In North America, railroads carry approximately 40% of intercity freight, as measured by ton-miles, which is more than any other mode of transportation. Through direct ownership and operating partnerships, U.S. railroads are part of an integrated network that includes railroads in Canada and Mexico, forming what is regarded as the world’s most-efficient and lowest-cost freight rail service. There are more than 500 railroads operating in North America, with the largest railroads, referred to as “Class I,” accounting for more than 90% of the industry’s revenues. The railroads carry a wide variety of commodities and goods, including coal, metals, minerals, chemicals, grain and petroleum. These commodities represent approximately 55% of total rail carloadings, with intermodal carloads accounting for the rest. Railroads operate in a competitive environment, especially with the trucking industry, and are always seeking ways to improve safety, cost and reliability. New technologies offered by Wabtec and others in the industry can provide some of these benefits. Demand for our freight related products and services in North America is driven by a number of factors, including rail traffic, and production of new locomotives and new freight cars. In the United States, the passenger transit industry is dependent largely on funding from federal, state and local governments and from fare box revenues. Demand for North American passenger transit products is driven by a number of factors, including government funding, deliveries of new subway cars and buses and ridership. The U.S. federal government provides money to local transit authorities, primarily to fund the purchase of new equipment and infrastructure for their transit systems.

Growth in the Asia Pacific market has been driven mainly by the continued urbanization of China and India and by investments in freight rail rolling stock and infrastructure in Australia to serve its mining and natural resources markets. During the next five years, UNIFE expects India to make significant investments in rolling stock and infrastructure to modernize its rail system; for example, the country has awarded a 1,000-unit locomotive order to a U.S. manufacturer. UNIFE expects the increased spending in India to offset decreased spending on very-high-speed rolling stock in China during the next five years.

Other key geographic markets include Russia-CIS and Africa-Middle East. With approximately 1.4 million freight cars and approximately 20,000 locomotives, Russia-CIS is among the largest freight rail markets in the world, and it is expected to invest in both freight and transit rolling stock. PRASA, the Passenger Rail Agency of South Africa, is expected to continue to invest in new transit cars and new locomotives. According to UNIFE, emerging markets are expected to grow at above-average rates as global trade creates increases in freight volumes and urbanization leads to increased demand for efficient mass-transportation systems. As this growth occurs, we expect to have additional opportunities to provide products and services in these markets.

In its study, UNIFE also said it expects increased investment in digital tools for data and asset management and in rail control technologies, both of which would improve efficiency in the global rail industry during the next five years. UNIFE said data-driven asset management tools have the potential to reduce equipment maintenance costs and improve asset utilization, while rail control technologies have been focused on increasing track capacity, improving operational efficiency and ensuring safer railway traffic. We offer products and services to help customers make ongoing investments in these initiatives.

Business Segments and Products

We provide our products and services through two principal business segments, the Freight Segment and the Transit Segment, both of which have different market characteristics and business drivers. The acquisition of Faiveley Transport significantly strengthened our capabilities and presence in the worldwide transit market.

The Freight Segment primarily manufactures and services components for new and existing locomotives and freight cars; supplies rail control and infrastructure products including electronics, positive train control equipment, and signal design and engineering services; overhauls locomotives; and provides heat exchangers and cooling systems for rail and other industrial markets. Customers include large, publicly traded railroads, leasing companies, manufacturers of original equipment such as locomotives and freight cars, and utilities. Demand is primarily driven by general economic conditions; traffic volumes, as measured by freight carloadings; investment in new technologies; and deliveries of new locomotives and freight cars. In the year ended December 31, 2016 and the three-month period ended March 31, 2017, the Freight Segment accounted for 53% and 38% of our total sales, respectively, with about 59% and 60% of its sales in the United States, respectively. In the year ended December 31, 2016 and the three-month period ended March 31, 2017, slightly more than half of the Freight Segment's sales were in aftermarket.

The Transit Segment, mainly operating worldwide as Faiveley Transport, primarily manufactures and services components for new and existing passenger transit vehicles, typically regional trains, high speed trains, subway cars, light-rail vehicles and buses; supplies rail control and infrastructure products including electronics, positive train control equipment, and signal design and engineering services; builds new commuter locomotives; and refurbishes passenger transit vehicles. Customers include public transit authorities and municipalities, leasing companies and manufacturers of passenger transit vehicles and buses around the world. Demand in the transit market is primarily driven by general economic conditions, passenger ridership levels, government spending on public transportation, and investment in new rolling stock. In the year ended December 31, 2016 and the three-month period ended March 31, 2017, the Transit Segment accounted for 47% and 62% of our total sales, respectively, with about 33% and 20% of its sales in the United States, respectively. In the year ended December 31, 2016 and the three-month period ended march 31, 2017, approximately 63% and 55%, respectively, of the Transit Segment's sales were in the aftermarket, with the remainder in the original equipment market. The addition of Faiveley Transport's key products strengthens our presence in the following areas: high-speed braking and door systems; heating, ventilation and air conditioning systems; pantographs and power collection; information systems; platform screen doors and gates; couplers; and aftermarket services, maintenance and spare parts. Geographically, our presence in the European and Asia Pacific transit markets has been strengthened significantly through the acquisition of Faiveley Transport.

Following is a summary of our leading product lines in both aftermarket and original equipment across both of our business segments:

Specialty Products & Electronics:

- Positive Train Control equipment and electronically controlled pneumatic braking products
- Railway electronics, including event recorders, monitoring equipment and end of train devices

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- Signal design and engineering services
- Freight car trucks and couplers
- Draft gears, couplers and slack adjusters
- Air compressors and dryers
- Heat exchangers and cooling products for locomotives and power generation equipment
- Track and switch products

Brake Products:

- Railway braking equipment and related components for Freight and Transit applications, including high-speed passenger transit vehicles
- Friction products, including brake shoes, discs and pads

Remanufacturing, Overhaul and Build:

- New commuter and switcher locomotives
- Transit car and locomotive overhaul and refurbishment

Transit Products:

- Heating, ventilation and air conditioning equipment
- Doors for buses and subway cars
- Platform screen doors
- Pantographs
- Window assemblies
- Couplers
- Accessibility lifts and ramps for buses and subway cars
- Traction motors

We have become a leader in the freight and transit rail industries by capitalizing on the strength of our existing products, technological capabilities and new product innovation, and by our ability to harden products to protect them from severe conditions, including extreme temperatures and high-vibration environments. Supported by our technical staff of over 2,900 engineers and specialists, we have extensive experience in a broad range of product lines, which enables us to provide comprehensive, systems-based solutions for our customers.

Over the past several years, we introduced a number of significant new products, including electronic braking equipment and train control equipment that encompasses onboard digital data and global positioning communication protocols. In the United States, for example, the Federal Railroad Administration approved the use of our Electronic Train Management System®, or Positive Train Control ("PTC") technology, which offers safety benefits to the rail industry. PTC includes on-board locomotive computer and related software, which must be installed on a majority of the locomotives and track in the United States to meet the requirements of a 2008 rail safety bill. With our Electronic Train Management System®, we are the leading supplier of this on-board train control equipment, and we are working with the U.S. Class I railroads, commuter rail authorities and other industry suppliers to implement this technology by the deadline of December 31, 2018. In the year ended

December 31, 2016 and the three-month period ended March 31, 2017, we recorded approximately $345 million and $68 million, respectively, of revenue from freight and transit train control and signaling projects, which includes PTC. New products introduced for the transit market in recent years include HVAC inverter integrated solutions, brake discs, and platform doors and gates.

Competitive Strengths

Our key strengths include:

- *Leading market positions in core products*. Dating back to 1869 and George Westinghouse's invention of the air brake, we are an established leader in the development and manufacture of pneumatic braking equipment for freight and passenger transit vehicles. Faiveley Transport, founded nearly 100 years ago, has a long history and is a market leader for its core products, including pantographs, automatic door mechanisms and air conditioning systems. We have leveraged our leading positions by focusing on research and engineering to expand beyond pneumatic braking components to supplying integrated parts and assemblies for the locomotive through the end of the train. We are a recognized leader in the development and production of electronic recording, measuring and communications systems, positive train control equipment, highly engineered compressors and heat exchangers for locomotives, and a leading manufacturer of freight car components, including electronic braking equipment, draft gears, trucks, brake shoes and electronic end-of-train devices. We are also a leading provider of braking equipment; heating, ventilation and air conditioning equipment; door assemblies and platform screen doors; lifts and ramps; couplers and current collection equipment, such as pantographs, for passenger transit vehicles.
- *Breadth of product offering with a stable mix of original equipment market (OEM) and aftermarket business*. Our product portfolio is one of the broadest in the rail industry, as we offer a wide selection of quality parts, components and assemblies across the entire train and worldwide. We provide our products in both the original equipment market and the aftermarket. Our substantial installed base of products with end-users such as the railroads and the passenger transit authorities is a significant competitive advantage for providing products and services to the aftermarket because these customers often look to purchase safety- and performance-related replacement parts from the original equipment components supplier. In addition, as OEMs and railroad operators attempt to modernize fleets with new products designed to improve and maintain safety and efficiency, these products must be designed to be interoperable with existing equipment. On average, over the last several years, more than 61% of our total net sales has come from our aftermarket products and services business.
- *Leading design and engineering capabilities*. We believe a hallmark of our relationship with our customers has been our leading design and engineering practice, which has, in our opinion, assisted in the improvement and modernization of global railway equipment. We believe both our customers and the government authorities value our technological capabilities and commitment to innovation, as we seek not only to enhance the efficiency and profitability of our customers, but also to improve the overall safety of the railways through continuous improvement of product performance. We have an established record of product improvements and new product development. We have assembled a wide range of patented products, which we believe provides us with a competitive advantage. We currently own approximately 2,382 active patents worldwide and approximately 683 U.S. patents. During the last three years, we have filed for more than 437 patents worldwide in support of our new and evolving product lines. These figures include Faiveley Transport's patent portfolio, which has been a key factor in its success, as well.
- *Experience with industry regulatory requirements*. The freight rail and passenger transit industries are governed by various government agencies and regulators in each country and region. These groups mandate rigorous manufacturer certification, new product testing and approval processes that we

believe are difficult for new entrants to meet cost-effectively and efficiently without the scale and extensive experience we possess. Certification processes are lengthy and often require local presence and expertise. In addition, each transit agency places a high degree of importance on vehicle customization, which requires experience and technical expertise to meet ever-evolving specifications.

- *Experienced management team and the Wabtec Excellence Program (WEP), formerly known as the Wabtec Performance System*. Our lean manufacturing and continuous improvement initiatives have been a part of our culture for more than 25 years and have enabled us to manage successfully through cycles in the rail supply market. With the acquisition of Faiveley Transport, which introduced its Worldwide Excellence Program several years ago, we have combined the best practices of both organizations into WEP. We expect WEP will drive a successful integration of Wabtec and Faiveley Transport, will result in a reduced cost structure and will ensure standardized excellence in all processes. By using WEP as our operational foundation, we will strive for continuous improvements in safety, quality, cost, delivery and all aspects of serving our customers and other stakeholders.

Business Strategy

Using WEP, we strive to generate sufficient cash to invest in our growth strategies and to build on what we consider to be a leading position as a low-cost producer in the industry while maintaining world-class product quality, technology and customer responsiveness. Through WEP and employee-directed initiatives such as Kaizen, a Japanese-developed team concept, we continuously strive to improve quality, delivery and productivity, and to reduce costs such as global sourcing and supply chain management. These practices enable us to streamline processes, improve product reliability and customer satisfaction, reduce product cycle times and respond more rapidly to market developments. We also rely on our functional experts across various disciplines to train, coach and share best practices throughout the corporation, while benchmarking against best-in-class competitors and peers. Over time, we believe the principles of WEP will enable us to continue to increase operating margins, improve cash flow and strengthen our ability to invest in the following growth strategies:

- *Product innovation and new technologies*. We continue to emphasize innovation and development funding to create new and improved products. We are focusing on technological advances, especially in the areas of electronics, braking products and other on-board equipment, as a means of new product growth. We seek to provide customers with incremental technological advances that offer immediate benefits with cost-effective investments.
- *Global and market expansion*. We believe that international markets represent a significant opportunity for future growth. In the year ended December 31, 2016 and the three-month period ended March 31, 2017, our sales to non-U.S. customers were $1.6 billion and $591 million, respectively, including export sales from our U.S. operations of $470.5 million and $117.5 million, respectively. We intend to increase our existing international sales through strategic acquisitions, direct sales of products through our existing subsidiaries and licensees, and joint ventures with railway suppliers which have a strong presence in their local markets. We are specifically targeting markets that operate significant fleets of U.S.-style locomotives and freight cars, including Australia, Brazil, China, India, Russia, South Africa, and other select areas within Europe and South America. In addition, we have opportunities to increase the sale of certain products that we currently manufacture for the rail industry into other industrial markets, such as mining, off-highway and energy. These products include heat exchangers and friction materials.
- *Aftermarket products and services*. Historically, aftermarket sales are less cyclical than OEM sales because a certain level of aftermarket maintenance and service work must be performed, even during an industry slowdown. In the year ended December 31, 2016 and the three-month period ended March 31, 2017, our aftermarket sales and services represented approximately 59% and 57%, respectively, of our total sales across both of our business segments. We provide aftermarket parts and

services for our components, and we are seeking to expand this business with customers who currently perform the work in-house. In this way, we expect to take advantage of the rail industry trend toward outsourcing, as railroads and transit authorities focus on their core function of transporting goods and people.

- *Acquisitions, joint ventures and alliances*. We invest in acquisitions, joint ventures and alliances using a disciplined, selective approach and rigorous financial criteria. These transactions are expected to meet the financial criteria and contribute to our growth strategies of product innovation and new technologies, global expansion, and aftermarket products and services. We believe these expansion strategies will help us to grow profitably, expand geographically, and dampen the impact from potential cycles in the North American rail industry.

Acquisition of Faiveley Transport

On October 6, 2015, we announced that we entered into a definitive share purchase agreement to acquire from Financière Faiveley S.A., Famille Faiveley Participations, François Faiveley and Erwan Faiveley (collectively, the "Sellers") approximately 51% of Faiveley Transport. We also entered into a definitive tender offer agreement with Faiveley Transport on October 6, 2015. On October 24, 2016, we entered into amendments to that definitive share purchase agreement (as so amended, the "Share Purchase Agreement") and that tender offer agreement (as so amended, the "Tender Offer Agreement"). In this prospectus, we refer to these agreements, as amended, collectively as the "Transaction Agreements." In this prospectus, we also refer to the share purchases contemplated by the Share Purchase Agreement collectively as the "Faiveley Family Share Purchase," the tender offer contemplated by the Tender Offer Agreement as the "Tender Offer" and the transactions contemplated by the Transaction Agreements collectively as the "Acquisition."

Under the Share Purchase Agreement, we agreed to purchase approximately 51% of Faiveley Transport's ordinary shares from members of the Faiveley family for €100 per ordinary share, payable between 25% and 45% in cash with the remainder in our common stock. On November 30, 2016, we completed the Faiveley Family Share Purchase, purchasing 7,475,537 ordinary shares of Faiveley Transport owned in the aggregate by the Sellers, representing a total of approximately 51% of the outstanding share capital of Faiveley Transport, pursuant to the Share Purchase Agreement, with approximately 25% of the consideration, or approximately $212 million, paid in cash, and the remaining consideration consisting of approximately 6.3 million shares of our common stock.

Pursuant to the terms of the Tender Offer Agreement, after the completion of the Faiveley Family Share Purchase, we filed with the Autorité des Marchés Financiers (the "AMF") in France a mandatory tender to purchase all of the remaining ordinary shares of Faiveley Transport not purchased in the Faiveley Family Share Purchase. On December 22, 2016, the AMF issued a clearance decision on the tender offer information memorandum relating to the Tender Offer. The Tender Offer was open from December 27, 2016 through January 30, 2017. On February 3, 2017, we announced the closing of the Tender Offer. In the Tender Offer, we acquired a total of 4,065,860 Faiveley Transport ordinary shares, including 3,816,195 ordinary shares pursuant to the cash offer for €100 per ordinary share and 249,665 ordinary shares pursuant to the exchange offer for 15 shares of our common stock for every 13 ordinary shares of Faiveley Transport, or an aggregate of 288,075 shares of our common stock.

Taking into account the ordinary shares that we already held after the Faiveley Family Share Purchase, we therefore held approximately 78.2% of the share capital and approximately 76.3% of the voting rights of Faiveley Transport following the initial Tender Offer. In accordance with the applicable regulation in France, the Tender Offer reopened from February 14, 2017 to March 6, 2017. In the subsequent Tender Offer, we acquired an additional 2,856,110 ordinary shares of Faiveley Transport. Immediately following the completion of the

subsequent Tender Offer, we held approximately 98.5% of the share capital and approximately 97.7% of the voting rights of Faiveley Transport. On March 21, 2017, we announced that we completed the acquisition of the remaining ordinary shares of Faiveley Transport by implementing a mandatory squeeze-out procedure at the price of €100 for each outstanding Faiveley Transport ordinary share. As a result, Faiveley Transport's ordinary shares were delisted from Euronext Paris, and Faiveley Transport became a wholly owned subsidiary of ours.

Additional Information

We are incorporated under the laws of the State of Delaware. Our principal executive offices are located at 1001 Air Brake Avenue, Wilmerding, Pennsylvania 15148-0001. Our telephone number is (412) 825-1000. Our Internet address is www.wabtec.com. Information on, or accessible through, our website is not part of or incorporated by reference into this prospectus.

Summary of the Exchange Offer

On November 3, 2016, we completed the private placement of the original notes in the aggregate principal amount of $750,000,000. As part of that private placement, we entered into a registration rights agreement with the initial purchasers of the original notes (the "registration rights agreement") in which we agreed, among other things, to deliver this prospectus to you and to complete an exchange offer for the original notes. Below is a summary of the terms of the exchange offer. For a more complete discussion of the exchange offer, see "The Exchange Offer" in this prospectus.

Original Notes	3.450% Senior Notes due 2026 which were issued in a private placement on November 3, 2016.
Exchange Notes	3.450% Senior Notes due 2026 which have been registered under the Securities Act. The terms of the exchange notes are substantially identical to those of the original notes, except that the transfer restrictions, registration rights and provisions relating to additional interest with respect to the original notes do not apply to the exchange notes.
Exchange Offer	As of the date of this prospectus, there are $750,000,000 aggregate principal amount of original notes outstanding. We are offering to exchange up to $750,000,000 aggregate principal amount of exchange notes in exchange for a like principal amount of original notes. This exchange offer is intended to satisfy our obligations under the registration rights agreement. In order to be exchanged, original notes must be properly tendered and accepted. All original notes that are validly tendered and not withdrawn prior to 5:00 p.m., New York City time, on the expiration date of the exchange offer will be exchanged.
Expiration Date	The exchange offer will expire at 5:00 p.m., New York City time, on , 2017 (the "expiration date"), unless we earlier terminate or extend the exchange offer. We currently do not intend to extend the expiration of the exchange offer.
Representations	By tendering your original notes, you represent to us that: • you are not our "affiliate," as defined in Rule 405 under the Securities Act; • you are acquiring the exchange notes in the exchange offer in the ordinary course of your business; • you are not engaged in or intend to engage in, and do not have an arrangement or understanding with any person to participate in, a distribution, as defined in the Securities Act, of the exchange notes you will receive in the exchange offer; • you are not holding original notes that have, or are reasonably likely to have, the status of an unsold allotment in the initial offering of original notes; and

	• you are not acting on behalf of a person who, to your knowledge, falls into any of the above categories. For further information regarding resales of the exchange notes by participating broker-dealers, see “Plan of Distribution.”
Withdrawal of Tenders; Return of Original Notes Not Accepted for Exchange	Tenders of original notes in the exchange offer may be withdrawn at any time prior to the expiration date. We will exchange the exchange notes for validly tendered original notes promptly following the expiration date. Any original notes that are not accepted for exchange for any reason will be returned by us, at our expense, to the tendering holder promptly after the expiration or termination of the exchange offer. See “The Exchange Offer — Withdrawal of Tenders.”
Accrued Interest	No interest will be paid on either the exchange notes or the original notes at the time the exchange offer is completed. The exchange notes will bear interest from and including the last interest payment date on which interest has been paid on the original notes. If your original notes are accepted for exchange in the exchange offer, you will receive interest on the exchange notes and not on the original notes following the completion of the exchange offer. Any original notes not tendered in the exchange offer will remain outstanding and continue to accrue interest according to their terms following the completion of the exchange offer. Interest will be payable on the exchange notes delivered in exchange for original notes on the first interest payment date after the expiration date. See “Description of the Securities — Interest on the Notes.”
Conditions to the Exchange Offer	The exchange offer is not conditioned upon any minimum aggregate principal amount of original notes being tendered for exchange. The exchange offer is subject to customary conditions, which we may assert or waive. See “The Exchange Offer — Conditions” for more information regarding the conditions to the exchange offer.
Procedures for Tendering Original Notes	All of the original notes were issued in book-entry form, and all of the original notes are currently represented by global certificates registered in the name of Cede & Co., the nominee of DTC. Each holder of original notes wishing to participate in the exchange offer must follow procedures of DTC’s Automated Tender Offer Program (“ATOP”), subject to the terms and procedures of that program. The ATOP procedures require that (i) the exchange agent receive, prior to the expiration date, a computer-generated message known known as an “agent’s message” that is transmitted through ATOP and (ii) DTC confirm that: • DTC has received instructions to exchange your original notes; and • you agree to be bound by the terms of the letter of transmittal.

	See “The Exchange Offer — Procedures for Tendering.”
Guaranteed Delivery Procedures	If you wish to tender your original notes but cannot properly do so prior to the expiration date, you may tender your original notes according to the guaranteed delivery procedures set forth in “The Exchange Offer — Guaranteed Delivery Procedures”
Special Procedures for Beneficial Owners	If you are a beneficial owner whose original notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee, and you want to tender original notes in the exchange offer, you should contact the registered owner promptly and instruct the registered holder to tender on your behalf. If you wish to tender on your own behalf, you must, before completing and executing the letter of transmittal and delivering your original notes, either make appropriate arrangements to register ownership of the original notes in your name or obtain a properly completed bond power from the registered holder. See “The Exchange Offer — Procedures for Tendering.”
Delivery of Exchange Notes	Subject to the conditions stated under the heading “The Exchange Offer — Conditions,” we will accept for exchange any and all original notes which are properly tendered in the exchange offer before 5:00 p.m., New York City time, on the expiration date. The exchange notes to be issued in exchange for any properly tendered original notes will be delivered as soon as practicable after the expiration date. If any valid tender of original notes is subsequently validly withdrawn or if we decide for any reason not to accept any original notes tendered for exchange because they have not been tendered properly, the withdrawn or unaccepted original notes will be returned to the tendering holder or credited to the tendering holder’s account at DTC, as the case may be, promptly after the expiration or termination of the exchange offer. See “The Exchange Offer — General.”
Regulatory Approvals	Other than under applicable federal securities laws, there are no federal or state regulatory requirements with which we must comply, and there are no approvals which we must obtain, in connection with the exchange offer.
Material United States Federal Tax Consequences	Your exchange of original notes for exchange notes pursuant to the exchange offer will not be a taxable event for U.S. federal income tax purposes. See “Material United States Federal Tax Consequences.”
Exchange Agent	Wells Fargo Bank, National Association is serving as exchange agent in connection with the exchange offer. The address and telephone number of the exchange agent are listed under the heading “The Exchange Offer — Exchange Agent.”

Use of Proceeds	Neither we nor any guarantor will receive any cash proceeds from the issuance of exchange notes or related guarantees in the exchange offer. See “Use of Proceeds.”
Resales	Based on interpretations by the staff of the SEC, as detailed in a series of no-action letters issued to third parties that are not related to us, we believe that the exchange notes to be issued in the exchange offer generally may be offered for resale, resold or otherwise transferred without further compliance with the registration and prospectus delivery provisions of the Securities Act as long as: • you are not our “affiliate,” as defined in Rule 405 under the Securities Act; • you are acquiring the exchange notes in the exchange offer in the ordinary course of your business; • you are not engaged in or intend to engage in, and do not have an arrangement or understanding with any person to participate in, a distribution, as defined in the Securities Act, of the exchange notes you will receive in the exchange offer; • you are not holding original notes that have, or are reasonably likely to have, the status of an unsold allotment in the initial offering of original notes; and • you are not acting on behalf of a person who, to your knowledge, falls into any of the above exceptions. Our belief that transfers of exchange notes would be permitted without registration or prospectus delivery under the conditions described above is based on SEC interpretations given to unrelated issuers in similar exchange offers. We cannot assure you that the SEC would make a similar interpretation with respect to this exchange offer. We do not intend to seek our own interpretation from the SEC with respect to this exchange offer. See “The Exchange Offer — Eligibility; Transferability.” Each broker-dealer that receives exchange notes for its own account in exchange for original notes, where such original notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. See “Plan of Distribution.”

Consequences of Not Exchanging Original Notes	Original notes that are not properly tendered in the exchange offer will continue to be subject to their existing transfer restrictions. We will have no further obligation, except under limited circumstances, to provide for registration of any resale of such original notes under the Securities Act. In general, you may offer or sell your original notes only if: • the offer and sale of your original notes is registered under the Securities Act and applicable state securities laws; • your original notes are offered or sold under an exemption from registration under the Securities Act and applicable state securities laws; or • your original notes are offered or sold in a transaction not subject to the Securities Act and applicable state securities laws. We currently do not anticipate that we will register any resales of original notes under the Securities Act. See "The Exchange Offer — Consequences of Failure to Tender."
Registration Rights Agreement .	On the date of the initial issuance of the original notes, we entered into the registration rights agreement for the benefit of all of the holders of the original notes. Under the terms of the registration rights agreement, we agreed to file with the SEC a registration statement relating to an offer to exchange the original notes for substantially similar notes. This exchange offer is being conducted to satisfy our obligations under the registration rights agreement. If we do not, among other things, complete the exchange offer within 365 days of November 3, 2016, the interest rate borne by the original notes will be increased at a rate of 0.25% per annum with respect to the first 90-day period following such deadline and an additional 0.25% per annum with respect to each subsequent 90-day period, up to a maximum of 0.50% per annum, until the registration default has been cured. Under some circumstances set forth in the registration rights agreement, holders of original notes, including holders who are not permitted to participate in the exchange offer or who may not freely sell exchange notes received in the exchange offer, may require us to file, and cause to become effective, a shelf registration statement covering resales of the original notes by these holders. A copy of the registration rights agreement is incorporated by reference into this prospectus from an exhibit to the registration statement of which this prospectus forms a part. See "The Exchange Offer."

Risk Factors	You should consider carefully the information set forth in the section of this prospectus entitled “Risk Factors” and all the other information included in or incorporated by reference into this prospectus in deciding whether to participate in the exchange offer.

Summary of the Terms of the Exchange Notes

The following is a summary of the terms of the exchange notes. The form and terms of the exchange notes are identical in all material respects to those of the applicable original notes, except that the exchange notes are registered under the Securities Act and the transfer restrictions, registration rights and additional interest provisions applicable to the original notes do not apply to the exchange notes. The exchange notes will be governed by the same indenture as the original notes. For a more complete description of the terms of the exchange notes, see "Description of the Securities."

Issuer	Westinghouse Air Brake Technologies Corporation
Securities Offered	Up to $750,000,000 aggregate principal amount of 3.450% Senior Notes due 2026. The exchange notes will be of the same class as the original notes.
Maturity Date	Unless earlier redeemed or repurchased by us, the exchange notes will mature on November 15, 2026.
Interest Rate	3.450% per year
Interest Payment Dates	May 15 and November 15. The exchange notes will bear interest from and including the last interest payment date on which interest has been paid on the original notes. Interest will be payable on the exchange notes delivered in exchange for original notes on the first interest payment date after the expiration date. See "Description of the Securities — Interest on the Notes."
Guarantees	The exchange notes will be fully and unconditionally guaranteed, jointly and severally, on an unsecured and unsubordinated basis by each of our current and future subsidiaries that guarantee indebtedness under our senior credit facility or any other debt of ours or any other guarantor. See "Description of the Securities — Guarantees."
Optional Redemption	We may redeem the exchange notes, at our option, at any time in whole or from time to time in part, prior to August 15, 2026 (three months prior to their maturity date), at a price equal to the greater of (i) 100% of the principal amount of the exchange notes being redeemed or (ii) the sum of the present values of the remaining scheduled payments of principal and interest thereon (exclusive of interest accrued to the date of redemption) discounted to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate, plus 25 basis points, in either case plus accrued interest on the principal amount being redeemed to the redemption date. On and after August 15, 2026 (three months prior to their maturity date), we may redeem the exchange notes at our option, at any time in whole or from time to time in part, at a redemption price equal to 100% of the principal amount of the exchange notes to be redeemed, plus accrued and unpaid interest on the principal amount of the notes being

	redeemed to such redemption date. See “Description of the Securities — Optional Redemption.”
Change of Control	Upon the occurrence of a change of control triggering event, we will be required to make an offer to purchase the exchange notes at a price equal to 101% of their principal amount plus accrued and unpaid interest to the date of repurchase. See “Description of the Securities — Offer to Repurchase Upon Change of Control Triggering Event.”
No Special Mandatory Redemption	The terms of the original notes provided that if the closing of the Faiveley Family Share Purchase had not occurred on or prior to June 1, 2017, or if the Transaction Agreements were terminated at any time prior thereto, the outstanding original notes and exchange notes, if any, would have been subject to a special mandatory redemption at a price equal to 101% of the aggregate principal amount of the notes, plus accrued and unpaid interest, if any, to, but not including, the 20th business day following the earlier of June 1, 2017 and the date on which the Transaction Agreements were terminated. Because the closing of the Faiveley Family Share Purchase occurred on November 30, 2016, and the Transaction Agreements were not terminated at any time prior thereto, the original notes no longer are, and the exchange notes will not be, subject to a special mandatory redemption. See “Description of the Securities — No Special Mandatory Redemption.”
Certain Indenture Provisions	The indenture governing the exchange notes contains certain covenants and restrictions which limit among other things, the following: change in control, mergers and consolidations, the incurrence of liens and the entrance into sale and leaseback transactions. See “Description of the Securities — Covenants.”
Ranking	The exchange notes and the related guarantees will be unsecured, unsubordinated obligations of the Company and the applicable guarantors, respectively, and will: • rank equally in right of payment to all of the Company’s and the applicable guarantor’s respective existing and future unsecured unsubordinated indebtedness; • rank senior in right of payment to all of the Company’s and the applicable guarantor’s existing and future subordinated indebtedness that is subordinated in right of payment to the notes or the applicable subsidiary guarantee, respectively; • be effectively subordinated to all of the Company’s and its subsidiaries’ existing and future secured indebtedness to the extent of the value of the Company’s assets and the assets of the Company’s subsidiaries securing such indebtedness; and

	• be structurally subordinated to all of the existing and future indebtedness and other liabilities of the Company's non-guarantor subsidiaries. As of March 31, 2017, we had approximately $1.9 billion of indebtedness outstanding on a consolidated basis.
Material U.S. Federal Income Tax Considerations	You are urged to consult your own tax advisors with respect to the federal, state, local and foreign tax consequences of purchasing, owning and disposing of exchange notes. See "Material U.S. Federal Income Tax Considerations."
Use of Proceeds	Neither we nor any guarantor will receive any cash proceeds from the issuance of the exchange notes or related guarantees, respectively. See "Use of Proceeds."
Trustee	The trustee for the original notes is, and the trustee for the exchange notes will be, Wells Fargo Bank, National Association.
Governing Law	The indenture and the original notes are, and the exchange notes will be, governed by the laws of the United States and the State of New York.

Wabtec Summary Consolidated Financial Data

We derived the summary consolidated financial data shown below as of December 31, 2014, 2015 and 2016 and for each of the years then ended from our audited consolidated financial statements. We derived the summary consolidated financial data shown below as of March 31, 2016 and 2017 and for each of the three-month periods then ended from our unaudited consolidated financial statements. The unaudited consolidated financial statements from which we derived this data were prepared on the same basis as the audited consolidated financial data and include all adjustments, consisting only of normal recurring adjustments, necessary to present fairly our results of operations and financial condition as of the periods presented. You should read the following financial information in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and the related notes in our Annual Report on Form 10-K for the fiscal year ended December 31, 2016 and our Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2017, which are incorporated by reference into this prospectus, as well as the audited and unaudited historical consolidated financial statements of Faiveley Transport and the related pro forma financial information that are incorporated by reference into this prospectus.

($ in thousands)	Year Ended December 31, 2014	2015	2016	(Unaudited) Three Months Ended March 31, 2016	2017
Income statement data:					
Net sales	$3,044,454	$3,307,998	$2,931,188	$ 772,031	$ 916,034
Gross profit	935,982	1,047,816	924,239	255,180	269,707
Operating expenses	(408,873)	(440,249)	(465,878)	(112,999)	(154,849)
Income from operations	527,109	607,567	458,361	142,181	114,858
Interest expense, net	(17,574)	(16,888)	(42,561)	(4,871)	(17,712)
Other income (expense), net	(1,680)	(5,311)	(2,963)	154	2,319
Net income attributable to Wabtec shareholders	$ 351,680	$ 398,628	$ 304,887	$ 94,163	$ 73,889
Balance sheet data (at end of period):					
Working capital	$ 899,062	$ 875,244	$1,420,992	$1,028,897	$ 694,826
Total assets	3,303,841	3,329,513	6,581,018	3,380,785	6,030,899
Long-term debt	520,403	691,805	1,762,967	801,883	1,782,624
Total debt	521,195	692,238	1,892,776	801,984	1,869,997
Cash and cash equivalents	425,849	226,191	398,484	262,774	280,179
Total equity	1,808,298	1,701,339	2,976,825	1,678,386	2,368,768
Cash-flow information:					
Net cash provided by operating activities	472,385	448,260	449,307	75,566	(26,096)
Net cash used for investing activities	(347,678)	(380,136)	(775,065)	(8,630)	(63,076)
Net cash provided by (used for) financing activities	25,506	(248,914)	524,194	(40,037)	(39,473)

RISK FACTORS

You should carefully consider the following factors and those described in our Annual Report on Form 10-K and any subsequent Quarterly Reports on Form 10-Q under "Risk Factors," as well as the other information contained or incorporated by reference into this prospectus, before deciding to participate in the exchange offer. Any of these risks or other risks and uncertainties not presently known to us or that we currently deem immaterial could materially adversely affect our business, financial condition, results of operations and cash flow, which could in turn materially adversely affect the price of the exchange notes. If any of the following risks and uncertainties develops into actual events, our business, financial condition, results of operations or cash flows could be materially adversely affected. In that case, the trading price of the exchange notes could decline and you may lose all or part of your investment.

This prospectus also contains forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those anticipated in these forward-looking statements as a result of the risks faced by us described below and elsewhere in this prospectus and the documents incorporated herein by reference. See "Forward-Looking Statements."

Risks Related to the Exchange Offer

You may have difficulty selling any original notes that you do not exchange.

If you do not exchange all of your original notes for exchange notes pursuant to the exchange offer, the original notes that you continue to hold after we have completed the exchange offer will continue to be subject to the currently existing transfer restrictions. The original notes may not be offered, sold or otherwise transferred, except in compliance with the registration requirements of the Securities Act, pursuant to an exemption from registration under the Securities Act or in a transaction not subject to the registration requirements of the Securities Act, and, in any case, in compliance with applicable state securities laws. We do not anticipate that we will register any resales of the original notes under the Securities Act, except as may be required under the registration rights agreement. After the exchange offer is consummated, the trading market for the remaining untendered original notes may be small and inactive. Consequently, you may find it difficult to sell any original notes you continue to hold because there will be fewer original notes outstanding.

Failure to comply with the exchange offer procedures could prevent a holder from exchanging its original notes.

Holders of the original notes are responsible for fully complying with all exchange offer procedures. The issuance of exchange notes in exchange for original notes will occur only upon completion of the procedures described in this prospectus under "The Exchange Offer." Therefore, holders of original notes who wish to exchange them for exchange notes should allow sufficient time for timely completion of the exchange procedures. Neither we nor the exchange agent are obligated to extend the offer or notify you of any failure to follow the proper procedures.

Some holders of the exchange notes may be required to comply with the registration and prospectus delivery requirements of the Securities Act.

If you exchange your original notes in the exchange offer for the purpose of participating in a distribution of the exchange notes, you may be deemed to have received restricted securities and, if so, you will be required to comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction. In addition, a broker-dealer which purchased original notes for its own account as part of market-making or trading activities must deliver a prospectus when it resells the exchange notes it receives in the exchange offer. Our obligation to make this prospectus available to broker-dealers is limited. We cannot assure you that a proper prospectus will be available to broker-dealers wishing to resell their exchange notes. Further, any commission or concessions received by a broker-dealer in connection with any resale of exchange notes may be deemed to be underwriting compensation under the Securities Act.

Risks Related to the Exchange Notes

Repayment of our debt, including the exchange notes, is dependent on cash flow generated by our subsidiaries.

Our subsidiaries own a significant portion of our assets and conduct a significant portion of our operations. Accordingly, repayment of our indebtedness, including the exchange notes, is dependent, to a significant extent, on the generation of cash flow by our subsidiaries and their ability to make such cash available to us, by dividend, debt repayment or otherwise. Not all of our subsidiaries will guarantee the exchange notes, and holders of the exchange notes will have a junior position to the claims of creditors, including trade creditors and tort claimants, of our subsidiaries to the extent that such subsidiaries do not guarantee the exchange notes. In particular, Faiveley Transport and its subsidiaries initially will not, and are not expected any point to, guarantee the exchange notes, as these entities do not, and are not expected to, guarantee any other indebtedness of ours or of any other guarantor of the exchange notes. In the event of a bankruptcy, liquidation or reorganization of any of our non-guarantor subsidiaries, holders of that subsidiary's indebtedness and its trade creditors generally will be entitled to payment of their claims from the assets of the subsidiary before any assets are made available for distribution to us. Our subsidiaries may not be able to, or may not be permitted to, make distributions to enable us to make payments in respect of our indebtedness, including the exchange notes. Each subsidiary is a distinct legal entity and, under certain circumstances, legal and contractual restrictions may limit our ability to obtain cash from our subsidiaries. In the event that we do not receive distributions from our subsidiaries, we may be unable to make required principal and interest payments on our indebtedness, including the exchange notes.

The exchange notes and the related guarantees will be unsecured and effectively subordinated to our and our guarantors' existing and future secured indebtedness and structurally subordinated to any existing or future indebtedness and other liabilities of our non-guarantor subsidiaries (including the subsidiaries of the guarantors).

The exchange notes and the related guarantees will be unsecured, unsubordinated obligations of the Company and each guarantor, respectively, ranking equally in right of payment to all of the Company's or the applicable guarantor's respective existing and future unsecured, unsubordinated indebtedness. The exchange notes and the related guarantees will be effectively subordinated to all of the Company's and each guarantor's respective existing and future secured indebtedness to the extent of the respective value of the Company's assets and the assets of the Company's subsidiaries securing such indebtedness and will be structurally subordinated to all of the existing and future indebtedness and other liabilities of the Company's non-guarantor subsidiaries. The indenture governing the exchange notes and the related guarantees permits the Company and its subsidiaries to incur certain secured debt. If the Company or any of the guarantors incur any secured debt, the assets and the assets of our subsidiaries securing such debt will be subject to prior claims by secured creditors. In the event of the Company's or any of the guarantors' bankruptcy, liquidation, reorganization or other winding up, any assets of such entity that secure debt will be available to pay obligations on the exchange notes only after all debt secured by those assets has been repaid in full. Holders of the exchange notes will participate in the remaining assets of the Company or the applicable guarantor, as the case may be, ratably with all of such entity's unsecured, unsubordinated creditors, including trade creditors.

In addition, if the Company or any guarantor incurs any additional debt that ranks equally with the exchange notes or the related guarantees, respectively, the holders of that debt will be entitled to share ratably with holders of exchange notes in any proceeds distributed in connection with any insolvency, liquidation, reorganization, dissolution or other winding-up of the Company or the applicable guarantor. This may have the effect of reducing the amount of proceeds paid to holders of exchange notes.

The indenture under which the exchange notes will be issued does not restrict the amount of additional debt that we may incur.

The exchange notes and the indenture under which the exchange notes will be issued do not place any limitation on the amount of unsecured debt that may be incurred by us. Our incurrence of additional debt may

have important consequences for you as a holder of the exchange notes, including making it more difficult for us to satisfy our obligations with respect to the exchange notes, a loss in the market value of your exchange notes and a risk that the credit rating of the exchange notes is lowered or withdrawn.

Our credit ratings may not reflect all risks of your ownership of exchange notes.

Our credit ratings are an assessment by rating agencies of our ability to pay our debts when due. Consequently, real or anticipated changes in our credit ratings will generally affect the market value of the exchange notes. These credit ratings may not reflect the potential impact of risks relating to structure of the exchange notes. Agency ratings are not a recommendation to buy, sell or hold any security, and may be revised or withdrawn at any time by the issuing organization. Each agency's rating should be evaluated independently of any other agency's rating.

We may redeem your exchange notes at our option, which may adversely affect your return.

As described under "Description of the Securities — Optional Redemption," we have the right to redeem the exchange notes in whole or in part from time to time. We may choose to exercise this redemption right when prevailing interest rates are relatively low. As a result, you may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the exchange notes.

Some significant transactions may not constitute a change of control repurchase event for purposes of the exchange notes, in which case we would not be obligated to offer to repurchase the exchange notes.

Upon the occurrence of a change of control repurchase event as described under "Description of the Securities — Offer to Repurchase Upon Change of Control Triggering Event," we will be required to offer to repurchase the exchange notes. However, the change of control repurchase event provisions will not afford protection to holders of exchange notes in the event of certain transactions. For example, any leveraged recapitalization, refinancing, restructuring or acquisition initiated by us will generally not constitute a change of control repurchase event requiring us to repurchase the exchange notes. In the event of any such transaction, we will not be required to offer to repurchase the exchange notes, even though any of these transactions could increase the amount of our indebtedness, or otherwise adversely affect our capital structure or credit ratings, thereby adversely affecting the holders of exchange notes, including by decreasing the trading prices for the exchange notes.

You may not be able to determine when a change of control repurchase event has occurred, and we may not be required to offer to repurchase the exchange notes as a result of a change in the composition of the directors on our board.

Unless we have exercised our right to redeem the exchange notes, a change of control repurchase event, as defined in the indenture governing the exchange notes, will require us to make an offer to repurchase all outstanding exchange notes. The definition of change of control includes a phrase relating to the sale, lease or transfer or conveyance of "all or substantially all" of our assets. There is no precisely established definition of the phrase "substantially all" under applicable law.

In addition, a Delaware Chancery Court decision found that, for purposes of agreements such as the indenture, the circumstances in which a board of directors of a Delaware corporation would be permitted not to approve a dissident slate of directors as "continuing directors" are significantly limited. In the event of any such significant change in the composition of our board where the board has approved the new directors as "continuing directors" for purposes of the indenture, we may not be required to offer to repurchase the exchange notes as a result of the board composition change. The same court also observed that certain provisions in indentures, such as "continuing director" provisions, could function to entrench an incumbent board of directors and therefore raise enforcement concerns if adopted in violation of a board's fiduciary duties. If such a provision

were found unenforceable, we would not be required to offer to repurchase your exchange notes as a result of a change of control resulting from a change in the composition of our board. See “Description of the Securities — Offer to Repurchase Upon Change of Control Triggering Event.”

We may not be able to repurchase the exchange notes upon a change of control repurchase event.

Upon a change of control repurchase event as defined in the indenture governing the exchange notes, we will be required to make an offer to repurchase all outstanding exchange notes at 101% of their principal amount, plus accrued and unpaid interest. We may not have sufficient financial resources to purchase all of the exchange notes that are tendered upon a change of control repurchase offer. A failure to make the change of control repurchase offer or to pay the change of control repurchase price when due would result in a default under the indenture. The occurrence of a change of control also would constitute an event of default under our senior credit facility and may constitute an event of default under the terms of the agreements governing our other indebtedness or require us to offer to repurchase such other indebtedness . See “Description of the Securities — Offer to Repurchase Upon Change of Control Triggering Event.”

The exchange notes do not contain restrictive financial covenants, and we may incur substantially more debt or take other actions which may affect our ability to satisfy our obligations under the exchange notes.

Other than as described in this prospectus under “Description of the Securities — Certain Covenants,” the exchange notes are not subject to any restrictive covenants, and we are not restricted from paying dividends or issuing or repurchasing our securities. In addition, the limited covenants applicable to the exchange notes do not require us to achieve or maintain any minimum financial results relating to our financial position or results of operations.

Our ability to recapitalize, incur additional debt and take a number of other actions that are not limited by the terms of the exchange notes could have the effect of diminishing our ability to make payments on the exchange notes when due, and require us to dedicate a substantial portion of our cash flow from operations to make payments on our indebtedness, which would reduce the availability of cash flow to fund our operations, working capital and capital expenditures.

If the guarantees of the exchange notes are deemed fraudulent conveyances or preferential transfers, a court may subordinate or void them.

If, under relevant federal and state fraudulent transfer and conveyance statutes, in a bankruptcy or reorganization case or a lawsuit by or on behalf of unpaid creditors of our company, a court were to find that, at the time any guarantor incurred a guarantee:

- the guarantor did so with the intent of hindering, delaying or defrauding current or future creditors, or received less than reasonably equivalent value or fair consideration for incurring the guarantee; and
- the guarantor:
  - was insolvent or was rendered insolvent by reason of the incurrence of the indebtedness constituting the guarantee;
  - was engaged, or about to engage, in a business or transaction for which its assets constituted unreasonably small capital;
  - intended to incur, or believed that it would incur, debts beyond its ability to pay as such debts matured; or
  - was a defendant in an action for money damages, or had a judgment for money damages entered against it if, in either case, after final judgment the judgment is unsatisfied;

the court could void or subordinate the applicable guarantee to currently existing and future indebtedness of the guarantor, and take other action detrimental to the holders of the exchange notes including, under certain circumstances, invalidating the applicable guarantee.

The measure of insolvency for purposes of the foregoing considerations will vary depending upon the law of the jurisdiction that is being applied in the relevant legal proceeding. Generally, however, a guarantor would be considered insolvent if, at the time such guarantor incurs the indebtedness constituting the guarantee either:

- the sum of its debts, including contingent liabilities, is greater than its assets, at a fair valuation; or
- the present fair saleable value of its assets is less than the amount required to pay the probable liability on its total existing debts and liabilities, including contingent liabilities, as they become absolute and matured.

We cannot give you any assurance as to what standards a court would use to determine whether a guarantor was solvent at the relevant time or, regardless what standard was used, whether the applicable guarantee would not be avoided on another of the grounds described above.

The guarantees of the exchange notes by the guarantors may be released upon the occurrence of certain events.

Each subsidiary of ours that provides, or will provide, a guarantee of the exchange notes will be automatically and unconditionally released from such guarantee upon the occurrence of certain events, including the following:

- in connection with any sale or other disposition of all or substantially all of the assets of that subsidiary (including by way of merger or consolidation) to a person that is not (either before or after giving effect to such transaction) Wabtec or a subsidiary of Wabtec;
- in connection with any sale or other disposition of all of the capital stock of that subsidiary to a person that is not (either before or after giving effect to such transaction) Wabtec or a subsidiary of Wabtec;
- upon defeasance or satisfaction and discharge of the exchange notes as provided in this prospectus under the caption "Description of the Securities — Satisfaction and Discharge; Defeasance and Covenant Defeasance"; or
- at such time as that subsidiary ceases to guarantee indebtedness, other than a discharge through payment thereon, of Wabtec or another subsidiary of ours that provides, or will provide, a guarantee of the exchange notes, other than any such debt the guarantee of which by that subsidiary will be released concurrently with the release of that subsidiary's guarantee of the exchange notes.

If any such guarantee is released, no holder of the exchange notes will have a claim as a creditor against the applicable subsidiary, and the indebtedness and other liabilities of such subsidiary will be structurally senior to the claim of any holders of the exchange notes. See "Description of the Securities — Guarantees."

There may be no active trading market for the exchange notes.

The exchange notes are a new issue of securities for which there is no established market. Accordingly, any or all of the following may occur:

- no liquid market for the exchange notes may develop;
- you may be unable to sell your exchange notes; or
- the price at which you will be able to sell the exchange notes may be lower than their principal amount or purchase price.

If a public market were to exist, the exchange notes could trade at prices that may be higher or lower than their principal amount or purchase price, depending on many factors, including prevailing interest rates, the market for similar notes and our financial performance. We do not intend to list the exchange notes on any securities exchange or to seek approval for quotations through any automated quotation system. No active market for the exchange notes is currently anticipated.

Future funding requirements may affect our business.

New sources of capital may be needed to meet the funding requirements of future investments in operating assets or other acquisitions, fund our ongoing business activities and pay dividends. Our ability to raise and service significant new sources of capital will be a function of macroeconomic conditions, future prices as well as our operational performance, cash flow and debt position, among other factors. We may determine that it may be necessary or preferable to issue additional debt or other securities, defer projects or sell assets. Additional financing may not be available when needed, or, if available, the terms of such financing may not be favorable to us. In the event of lower prices, unanticipated operating or financial challenges or new funding limitations, our ability to pursue new business opportunities, invest in existing and new projects, fund our ongoing business activities and retire or service our outstanding debt could be significantly constrained.

Any downgrade in our credit ratings could limit our ability to obtain future financing, increase our borrowing costs and adversely affect the market price of our existing securities, including the exchange notes, or otherwise impair our business, financial condition and results of operations.

There can be no assurance that any rating assigned to any of our securities will remain in effect for any given period of time or that a rating will not be lowered, suspended or withdrawn entirely by a rating agency, if, in that rating agency's judgment, circumstances so warrant. A downgrade of our credit ratings could adversely affect the market price of our securities, including the exchange notes, adversely affect our existing financing, limit our access to the capital or credit markets or otherwise adversely affect the availability of other new financing on favorable terms, result in more restrictive covenants in agreements governing the terms of any future indebtedness that we incur, increase our cost of borrowing, or impair our business, financial condition and results of operations.

Current global financial conditions could adversely affect the availability of new financing and our operations.

Current global financial conditions have been characterized by increased market volatility. Continued volatility in the capital and credit markets, which impacts interest rates, currency exchange rates, and the availability of credit, could adversely affect our ability to obtain equity or debt financing in the future on terms favorable to us or have a material adverse effect on our business, financial condition and results of operations.

CONSOLIDATED RATIOS OF EARNINGS TO FIXED CHARGES

Our consolidated ratios of earnings to fixed charges for the three months ended March 31, 2017 and for the years ended December 31, 2016, 2015, 2014, 2013 and 2012 are as follows:

	Three Months Ended	Year Ended December 31,				
	March 31, 2017	2016	2015	2014	2013	2012
Ratio of earnings to fixed charges	4.3x	7.9x	23.2x	19.2x	17.2x	19.5x

For purposes of calculating the ratio of earnings to fixed charges, “earnings” represents income from operations before income taxes plus fixed charges less capitalized interest. “Fixed charges” consist of interest expense, a portion of rental expenses considered representative of the interest factor and capitalized interest.

USE OF PROCEEDS

This exchange offer is intended to satisfy our obligations under the registration rights agreement. Neither we nor any of the guarantors will receive any cash proceeds from the issuance of the exchange notes or the related guarantees. In consideration for issuing the exchange notes as described in this prospectus, we will receive the original notes in like principal amount, the form and terms of which are substantially identical as the form and terms of the exchange notes, except as otherwise described in this prospectus. The original notes surrendered in exchange for exchange notes will be retired and canceled upon consummation of the exchange offer and cannot be reissued. Accordingly, no additional incremental indebtedness will result from the exchange offer. We have agreed to pay all expenses incidental to the exchange offer other than commissions and concessions of any broker or dealer and certain transfer taxes and will indemnify holders of the original notes, including any broker-dealers, against certain liabilities, including liabilities under the Securities Act.

We received approximately $744.9 million in net proceeds from the offering and sale of the original notes on November 3, 2016, after deducting initial purchaser discounts and commissions and before deducting other estimated expenses. We used the net proceeds from the issuance and sale of the original notes to finance the cash portion of the Acquisition, to refinance Faiveley Transport's indebtedness and for general corporate purposes.

CAPITALIZATION

The following table sets forth (a) our cash and cash equivalents and (b) our capitalization at March 31, 2017 on an actual historical basis. This table should be read in conjunction with "Summary — Wabtec Summary Consolidated Financial Data" and "Use of Proceeds" in this prospectus, "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and the related notes in our Annual Report on Form 10-K for the fiscal year ended December 31, 2016 and our Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2017, which are incorporated by reference into this prospectus, and the audited and unaudited historical consolidated financial statements of Faiveley Transport and the related pro forma financial information which are incorporated by reference into this prospectus.

($ in thousands)	As of March 31, 2017
Cash and cash equivalents	$ 280,179
Total debt (including current portion of long-term debt):	
4.375 % Senior Notes due 2023, net of unamortized discount and debt issuance costs of $1,626	248,374
3.450% Senior Notes due 2026, net of unamortized discount and debt issuance costs of $2,485	747,515
Revolving credit facility, net of unamortized debt issuance costs of $3,500(1)	825,773
Schuldschein Loan	41,718
Other debt	6,617
Total debt	1,869,997
Shareholders' equity:	
Preferred stock, $0.01 par value; 1,000,000 shares authorized; no shares issued	—
Common stock, $0.01 par value; 2000,000,000 shares authorized; 132,349,534 shares issued and 95,896,236 shares outstanding	1,323
Additional paid-in capital	894,377
Treasury stock, at cost; 36,453,298 shares	(830,032)
Retained earnings	2,617,575
Accumulated other comprehensive loss	(331,652)
Total Westinghouse Air Brake Technologies Corporation shareholders' equity	2,351,591
Non-controlling interest (minority interest)	17,177
Total shareholders' equity	2,368,768
Total capitalization	$ 4,238,765

(1) At March 31, 2017, we had $825.8 million of outstanding borrowings and approximately $728.0 million available for borrowing under our revolving credit facility, net of $32.7 million of letters of credit. Our revolving credit facility expires on June 22, 2021.

DESCRIPTION OF CERTAIN INDEBTEDNESS

2016 Refinancing Credit Agreement

On June 22, 2016, we amended our existing revolving credit facility with a consortium of commercial banks. This “2016 Refinancing Credit Agreement” provides us with a $1.2 billion, five-year revolving credit facility and a $400.0 million delayed draw term loan (the “Term Loan”). We incurred approximately $3.3 million of deferred financing cost related to the 2016 Refinancing Credit Agreement. The facility expires on June 22, 2021. The 2016 Refinancing Credit Agreement borrowings bear variable interest rates indexed as described below. At March 31, 2017, we had available bank borrowing capacity, net of $32.7 million of letters of credit, of approximately $728.0 million, subject to certain financial covenant restrictions.

The Term Loan was initially drawn on November 25, 2016. We incurred a 10 basis point commitment fee from June 22, 2016 until the initial draw.

Under the 2016 Refinancing Credit Agreement, we may elect a Base Rate of interest for U.S. Dollar denominated loans or, for certain currencies, an interest rate based on the London Interbank Offered Rate (“LIBOR”) of interest, or other rates appropriate for such currencies (in any case, “the Alternate Rate”). The Base Rate adjusts on a daily basis and is the greater of the Federal Funds Effective Rate plus 0.5% per annum, the PNC, N.A. prime rate or the Daily LIBOR Rate plus 100 basis points, plus a margin that ranges from 0 to 75 basis points. The Alternate Rate is based on the quoted rates specific to the applicable currency, plus a margin that ranges from 75 to 175 basis points. Both the Base Rate and Alternate Rate margins are dependent on our consolidated total indebtedness to EBITDA ratios. The initial Base Rate margin is 0 basis points, and the Alternate Rate margin is 175 basis points.

At March 31, 2017, the weighted average interest rate on our variable rate debt was 2.61%. On January 12, 2012, we entered into a forward starting interest rate swap agreement with a notional value of $150.0 million. The effective date of the interest rate swap agreement was July 31, 2013, and the termination date was November 7, 2016. The impact of the interest rate swap agreement converted a portion of our outstanding debt from a variable rate to a fixed-rate borrowing. During the term of the interest rate swap agreement the interest rate on the notional value was fixed at 1.415% plus the Alternate Rate margin. On June 5, 2014, we entered into a forward starting interest rate swap agreement with a notional value of $150.0 million. The effective date of the interest rate swap agreement was November 7, 2016, and the termination date is December 19, 2018. The impact of the interest rate swap agreement converts a portion of our outstanding debt from a variable rate to a fixed-rate borrowing. During the term of the interest rate swap agreement the interest rate on the notional value will be fixed at 2.56% plus the Alternate Rate margin. As for these agreements, we are exposed to credit risk in the event of nonperformance by the counterparties. However, since only the cash interest payments are exchanged, exposure is significantly less than the notional amount. The counterparties are large financial institutions with credit ratings believed to be excellent and a history of performance. We currently believe the risk of nonperformance is negligible.

The 2016 Refinancing Credit Agreement limits our ability to declare or pay cash dividends and prohibits us from declaring or making other distributions, subject to certain exceptions. The 2016 Refinancing Credit Agreement contains various other covenants and restrictions including the following limitations: incurrence of additional indebtedness; mergers, consolidations, sales of assets and acquisitions; additional liens; sale and leasebacks; permissible investments, loans and advances; certain debt payments; and imposes a minimum interest expense coverage ratio of 3.0 and a maximum debt to EBITDA ratio of 3.25. We are in compliance with the restrictions and covenants of the 2016 Refinancing Credit Agreement and do not expect that these measurements will limit us in executing our operating activities.

Outstanding Senior Notes

In November 2016, we issued $750.0 million aggregate principal amount of original notes. The original notes were issued at 99.965% of face value. Interest on the original notes accrues at a rate of 3.45% per annum

and is payable semi-annually on May 15 and November 15 of each year. The principal balance is due in full at maturity, which is November 15, 2026 unless we redeem or repurchase the 2023 Notes earlier.

In August 2013, we issued $250.0 million aggregate principal amount of 4.375% Senior Notes due 2023 (the “2023 Notes” and together with the original notes, the “Senior Notes”). The 2023 Notes were issued at par. Interest on the 2023 Notes accrues at a rate of 4.375% per annum and is payable semi-annually on February 15 and August 15 of each year. The principal balance is due in full at maturity, which is August 15, 2023 unless we redeem or repurchase the 2023 Notes earlier.

The Senior Notes are senior unsecured obligations of ours and rank pari passu with all of our existing and future senior debt and senior to all of our existing and future subordinated indebtedness. The indenture under which the Senior Notes were issued and under which the exchange notes will be issued contains covenants and restrictions which limit among other things, the following: change in control, mergers and consolidations, the incurrence of liens and the entrance into sale and leaseback transactions. We are in compliance with the restrictions and covenants in the indenture under which the Senior Notes were issued and under which the exchange notes will be issued and do not expect that these covenants will limit us in executing our operating activities.

Our subsidiaries that guarantee our obligations with respect to our senior credit facility also have guaranteed our obligations with respect to the Senior Notes.

THE EXCHANGE OFFER

In connection with the issuance of the original notes, we and the guarantors entered into a registration rights agreement with representative of the initial purchasers of the original notes. In the registration rights agreement, we agreed for the benefit of the holders of the original notes to use commercially reasonable efforts to file a registration statement on an appropriate registration form with respect to a registered offer to exchange the original notes for exchange notes with terms substantially identical in all material respects to the original notes, except that the exchange notes will not contain terms with respect to transfer restrictions or any increase in annual interest rate for failure to comply with the registration rights agreement.

We and the guarantors have agreed to use commercially reasonable efforts to cause the exchange offer to be completed within 365 days after the issuance of the original notes. If we fail to satisfy our registration obligations under the registration rights agreement, we will be required to pay additional interest to the holders of the original notes under certain circumstances. In the event that the exchange offer has not been consummated within 365 days after November 3, 2016, the date of the issuance of the original notes, the interest rate on the original notes will be increased by 0.25% per annum for the first 90 days immediately following that date, and by an additional 0.25% per annum at the beginning of each subsequent 90-day-period, until the exchange offer has been consummated; *provided, however*, that the additional interest rate on the notes may not exceed at any one time in the aggregate 0.50% per annum. Following the consummation of the exchange offer, the accrual of any applicable additional interest will cease.

Our obligations under the registration rights agreement to register an exchange offer will terminate upon the completion of the exchange offer. However, under certain limited circumstances specified in the registration rights agreement, we may be required to file and keep effective a shelf registration statement for a continuous offer in connection with the original notes. We currently do not anticipate that we will register any resales of original notes under the Securities Act.

The following summary of certain provisions of the registration rights agreement does not purport to be complete and is subject to, and is qualified in its entirety by reference to, all the provisions of the registration rights agreement, a copy of which may be obtained as described under “Where You Can Find More Information.” The registration rights agreement is incorporated by reference as an exhibit to the registration statement of which this prospectus forms a part.

The exchange offer will permit eligible holders of original notes to exchange their original notes for exchange notes with substantially identical terms, except that:

- the exchange notes generally will not be subject to the restrictions on transfer applicable to the original notes;
- the exchange notes will not be entitled to registration rights; and
- the exchange notes will not have the right to earn additional interest under circumstances relating to our registration obligations.

The exchange notes will be issued under, and will be entitled to the benefits of, the same indenture that governs the original notes and will evidence the same debt as the original notes. The exchange notes and the original notes that remain outstanding after the consummation of the exchange offer, if any, will be treated as a single series of notes under the indenture governing the original notes and the exchange notes.

General

We are offering to exchange, upon the terms and subject to the conditions set forth in this prospectus and in the accompanying letter of transmittal, exchange notes for an equal principal amount of original notes. The

exchange offer is not conditioned upon any minimum aggregate principal amount of original notes being tendered or accepted for exchange. As of the date of this prospectus, $750.0 million aggregate principal amount of the original notes was outstanding. Original notes tendered in the exchange offer must be in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof.

We will issue exchange notes for tendered and accepted original notes promptly after expiration of the exchange offer. For each original note surrendered to us pursuant to the exchange offer, the holder of such original note will receive an exchange note having a principal amount equal to that of the surrendered original note. No interest will be paid on either the exchange notes or the original notes at the time the exchange offer is completed. The exchange notes will bear interest from and including the last interest payment date on which interest has been paid on the original notes. If your original notes are accepted for exchange in the exchange offer, you will receive interest on the exchange notes and not on the original notes following the completion of the exchange offer. Any original notes not tendered in the exchange offer will remain outstanding and continue to accrue interest according to their terms following the completion of the exchange offer. Interest will be payable on the exchange notes delivered in exchange for original notes on the first interest payment date after the expiration date.

In connection with the issuance of the original notes, we arranged for the original notes to be issued in the name of Cede & Co. (DTC's partnership nominee), as depositary. The global certificates representing the original notes were deposited with Wells Fargo Bank, National Association, as trustee with respect to the original notes, as custodian for DTC. The exchange notes also will be issued in the form of global notes registered in the name of DTC or its nominee, as depositary, and each beneficial owner's interest in the exchange notes will be transferable in book-entry form through DTC. The global certificates representing the exchange notes will be deposited with Wells Fargo Bank, National Association, as trustee with respect to the exchange notes, as custodian for DTC.

Holders of original notes do not have any appraisal or dissenters' rights in connection with the exchange offer. Original notes which are not tendered for exchange or are tendered but not accepted in connection with the exchange offer because they have not been validly tendered will remain outstanding and will be entitled to the benefits of the indenture under which they were issued, including accrual of interest, but, subject to a limited exception, will not be entitled to any registration rights under the registration rights agreement. See "—Consequences of Failure to Tender."

We will be deemed to have accepted validly tendered original notes when and if we have given written notice to the exchange agent of our acceptance. The exchange agent will act as agent for the tendering holders for the purpose of receiving the exchange notes from us. If any tendered original notes are not accepted for exchange because of an invalid tender, the occurrence of other events described in this prospectus or otherwise, we will return the certificates for any unaccepted original notes, at our expense, to the tendering holder promptly upon the expiration or termination of the exchange offer. In the case of any such original notes tendered by book-entry transfer into the exchange agent's account at DTC, according to the procedures described in this prospectus, those original notes will be credited to an account maintained with DTC, for original notes, as soon as practicable after rejection of the tender or termination of the exchange offer.

The exchange offer is not being made to, nor will we accept tenders for exchange from, holders of the original notes in any jurisdiction in which the exchange offer or the acceptance of it would not be in compliance with the securities or blue sky laws of that jurisdiction.

Eligibility; Transferability

Under existing interpretations of the Securities Act by the staff of the SEC contained in several no-action letters to third parties that are not related to us, and subject to the immediately following sentence, we believe that the exchange notes generally will be freely transferable by holders after the exchange offer without further

compliance with the registration and prospectus delivery requirements of the Securities Act (subject to certain representations required to be made by each holder of original, as set forth under "— Procedures for Tendering"). However, any holder of original notes who:

- is our "affiliate," as defined in Rule 405 under the Securities Act;
- is not acquiring the exchange notes in the exchange offer in the ordinary course of its business;
- is engaged in or intends to engage in, or has an arrangement or understanding with any person to participate in, a distribution, as defined in the Securities Act, of the exchange notes it will receive in the exchange offer;
- is holding original notes that have, or are reasonably likely to have, the status of an unsold allotment in the initial offering of original notes; or
- is acting on behalf of a person who, to its knowledge, falls into one of the above categories,

will not be able to rely on the interpretations of the staff of the SEC, will not be permitted to tender original notes in the exchange offer and, in the absence of any exemption, must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale of the exchange notes.

Our belief that transfers of exchange notes would be permitted without registration or prospectus delivery under the conditions described above is based on SEC interpretations given to unrelated issuers in similar exchange offers. We cannot assure you that the SEC would make a similar interpretation with respect to this exchange offer. We do not intend to seek our own interpretation from the SEC with respect to this exchange offer. We will not be responsible for or indemnify you against any liability you may incur under the Securities Act in connection with any transfer of exchange notes.

Each broker-dealer that receives exchange notes for its own account in exchange for original notes that were acquired by the broker-dealer as a result of market-making or other trading activity must acknowledge that it will deliver a prospectus in connection with any resale of the exchange notes. See "Plan of Distribution."

Expiration of the Exchange Offer; Extensions; Amendments

The exchange offer will expire at 5:00 p.m., New York City time, on , 2017, unless we extend the exchange offer. As used in this prospectus, the term "expiration date" means 5:00 p.m., New York City time, on , 2017, unless we extend the exchange offer, in which case the term "expiration date" means the latest date and time to which the exchange offer is extended. During any extension of the exchange offer, all original notes previously tendered will remain subject to the exchange offer and may be accepted for exchange by us in accordance with the terms of the exchange offer. To extend the exchange offer, prior to 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration date, we will:

- notify the exchange agent of any extension by oral notice (promptly confirmed in writing) or written notice; and
- announce the extension by means of a public announcement made via a release to PR Newswire or other wire service.

We do not currently intend to extend the expiration of the exchange offer. We will delay acceptance only due to an extension of the exchange offer.

In addition to extending the exchange offer, we reserve the right to delay accepting any tendered original notes or, if any of the conditions described below under the heading "— Conditions" have not been satisfied, to terminate the exchange offer. We also reserve the right to amend the terms of the exchange offer in any manner. We will give oral or written notice (any such oral notice to be promptly confirmed in writing) of such delay,

extension, termination or amendment to the exchange agent. If we amend the exchange offer in a manner that we consider material, we will disclose such amendment by means of a prospectus supplement, and we then will extend the exchange offer to the extent required under applicable securities laws. Any such delay, termination or amendment will be followed as promptly as practicable by a public announcement thereof. If we delay accepting any original notes or terminate the exchange offer, we promptly will pay the consideration offered, or return any original notes deposited, pursuant to the exchange offer as required by Rule 14e-1(c) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”).

Without limiting the manner in which we may choose to make public announcements of any delay in acceptance, extension, termination or amendment of the exchange offer, we have no obligation to publish, advertise or otherwise communicate any public announcement, other than by making a release to PR Newswire or other wire service by 9:00 a.m., New York City time, on the next business day after the scheduled expiration date of the exchange offer and satisfying the requirements of Rule 14e-1(d) of the Exchange Act.

Acceptance of Original Notes for Exchange; Delivery of Exchange Notes

Upon the terms and subject to the conditions of the exchange offer, the acceptance for exchange of original notes validly tendered and not validly withdrawn and the issuance of the exchange notes will be made on the exchange date. For purposes of the exchange offer, we will be deemed to have accepted for exchange validly tendered original notes when and if we have given written notice to the exchange agent. The original notes surrendered in exchange for the exchange notes will be retired and cannot be reissued.

The exchange agent will act as agent for the tendering holders of original notes for the purposes of receiving exchange notes from us and causing the original notes to be assigned, transferred and exchanged. Original notes tendered by book-entry transfer into the exchange agent’s account at DTC pursuant to the procedures described above will be credited to an account maintained by the holder with DTC for the original notes, promptly after withdrawal, rejection of tender or termination of the Exchange Offer.

Conditions

Notwithstanding any other provision of the exchange offer, or any extension of the exchange offer, we will not be required to accept for exchange, or to issue exchange notes in exchange for, any outstanding original notes and may terminate the exchange offer (whether or not any original notes have been accepted for exchange) or amend the exchange offer, if any of the following conditions has occurred or exists or has not been satisfied, or has not been waived by us, prior to the expiration date:

- there is threatened, instituted or pending any action or proceeding before, or any injunction, order or decree issued by, any court or governmental agency or other governmental regulatory or administrative agency or commission:
  - seeking to restrain or prohibit the making or completion of the exchange offer or any other transaction contemplated by the exchange offer, or assessing or seeking any damages as a result of this transaction;
  - resulting in a material delay in our ability to accept for exchange or exchange some or all of the original notes in the exchange offer;
  - any statute, rule, regulation, order or injunction has been sought, proposed, introduced, enacted, promulgated or deemed applicable to the exchange offer or any of the transactions contemplated by the exchange offer by any governmental authority, domestic or foreign; or
- any action has been taken, proposed or threatened, by any governmental authority, domestic or foreign, that would, directly or indirectly, result in any of the consequences referred to in the clauses above or would result in the holders of exchange notes having obligations with respect to resales and transfers of exchange notes which are greater than those described in the interpretation of the SEC referred to above;

- any of the following has occurred:
  - any general suspension of or general limitation on prices for, or trading in, securities on any national securities exchange or in the over-the-counter market;
  - any limitation by a governmental authority which adversely affects our ability to complete the transactions contemplated by the exchange offer;
  - a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States or any limitation by any governmental agency or authority which adversely affects the extension of credit;
  - a commencement of a war, armed hostilities or other similar international calamity directly or indirectly involving the United States, or, in the case of any of the preceding events existing at the time of the commencement of the exchange offer, a material acceleration or worsening of these calamities; or
- any change, or any development involving a prospective change, has occurred or been threatened in our business, financial condition, operations or prospects and those of our subsidiaries taken as a whole that is or may be adverse to us, or we have become aware of facts that have or may have an adverse impact on the value of the original notes or the exchange notes;
- there shall occur a change in the current interpretation by the staff of the SEC which permits the exchange notes issued pursuant to the exchange offer in exchange for notes to be offered for resale, resold and otherwise transferred by holders thereof (other than broker-dealers and any such holder which is our affiliate within the meaning of Rule 405 promulgated under the Securities Act) without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that such exchange notes are acquired in the ordinary course of such holders' business and such holders have no arrangement or understanding with any person to participate in the distribution of such exchange notes;
- any law, statute, rule or regulation shall have been adopted or enacted which would impair our ability to proceed with the exchange offer;
- a stop order shall have been issued by the SEC or any state securities authority suspending the effectiveness of the registration statement of which this prospectus forms a part, or proceedings shall have been initiated or, to our knowledge, threatened for that purpose, or any governmental approval necessary for the consummation of the exchange offer as contemplated hereby has not been obtained; or
- we have received an opinion of counsel experienced in such matters to the effect that there exists any actual or threatened legal impediment (including a default or prospective default under an agreement, indenture or other instrument or obligation to which we are a party or by which we are bound) to the consummation of the transactions contemplated by the exchange offer.

If any of the foregoing events or conditions has occurred or exists or has not been satisfied, we may, subject to applicable law, terminate the exchange offer (whether or not any original notes have been accepted for exchange) or may waive any such condition or otherwise amend the terms of the exchange offer in any respect. If such waiver or amendment constitutes a material change to the exchange offer, we promptly will disclose such waiver or amendment by means of a prospectus supplement that will be distributed to the registered holders of the original notes and will extend the exchange offer to the extent required by Rule 14e-1 promulgated under the Exchange Act.

These conditions are for our sole benefit and we may assert them regardless of the circumstances giving rise to any of these conditions, or we may waive them, in whole or in part, provided that we will not waive any condition with respect to an individual holder of original notes unless we waive that condition for all such

holders. Any reasonable determination made by us concerning an event, development or circumstance described or referred to above will be final and binding on all parties. Our failure at any time to exercise any of the foregoing rights will not be a waiver of our rights, and each such right will be deemed an ongoing right which may be asserted at any time before the expiration of the exchange offer.

Procedures for Tendering

To participate in the exchange offer, you must properly tender your original notes to the exchange agent as described below. We only will issue the exchange notes in exchange for the original notes that you timely and properly tender. Therefore, you should allow sufficient time to ensure timely delivery of the original notes, and you should follow carefully the instructions on how to tender your original notes. It is your responsibility to properly tender your original notes. No letter of transmittal or other document should be sent to us. Beneficial owners may request their respective brokers, dealers, commercial banks, trust companies or nominees to effect the above transactions for them.

If you have any questions or need help in exchanging your original notes, please contact the exchange agent at the address or telephone numbers set forth below.

All of the original notes were issued in book-entry form, and all of the original notes are currently represented by global certificates registered in the name of Cede & Co., the nominee of DTC. You may tender your original notes using ATOP. The exchange agent will make a request to establish an account with respect to the original notes at DTC for purposes of the exchange offer within two business days after this prospectus is mailed to holders, and any financial institution that is a participant in DTC may make book-entry delivery of original notes by causing DTC to transfer the original notes into the exchange agent's account at DTC in accordance with DTC's procedures for transfer. In connection with the transfer, DTC will send an "agent's message" to the exchange agent. The agent's message will state that DTC has received instructions from the participant to tender the original notes and that the participant agrees to be bound by the terms of the letter of transmittal.

By using the ATOP procedures to exchange the original notes, you will not be required to deliver a letter of transmittal to the exchange agent. However, you will be bound by its terms just as if you had signed it. The tender of original notes by you pursuant to the procedures set forth in this prospectus will constitute an agreement between you and us in accordance with the terms and subject to the conditions set forth in this prospectus and in the letter of transmittal.

All questions as to the validity, form, eligibility, including time of receipt, and acceptance for exchange of any tender of original notes will be determined by us and will be final and binding. We reserve the absolute right to reject any or all tenders not in proper form or the acceptances for exchange of which may, upon advice of our counsel, be unlawful. We also reserve the right to waive any defect, irregularities or conditions of tender as to particular original notes. Our interpretation of the terms and conditions of the exchange offer, including the instructions in the letter of transmittal, will be final and binding on all parties. Unless waived, all defects or irregularities in connection with tenders of the original notes must be cured within such time as we shall determine. Although we intend to notify holders of defects or irregularities with respect to tenders of the original notes, neither we, the exchange agent nor any other person will incur any liability for failure to give such notification. Tenders of the original notes will not be deemed made until such defects or irregularities have been cured or waived. Any original notes received by the exchange agent that are not properly tendered and as to which the defects or irregularities have not been cured or waived will be returned to the tendering holder promptly after the expiration date of the exchange offer.

In all cases, we will issue the exchange notes for the original notes that we have accepted for exchange under the exchange offer only after the exchange agent receives, prior to the expiration date: (i) a book-entry confirmation of such number of the original notes into the exchange agent's account at DTC and (ii) a properly transmitted agent's message.

If we do not accept any tendered original notes for exchange or if the original notes are submitted for a greater principal amount than the holder desires to exchange, the unaccepted or non-exchanged original notes will be returned without expense to their tendering holder. Such non-exchanged original notes will be credited to an account maintained with DTC. These actions will occur as promptly as practicable after the expiration or termination of the exchange offer.

Each broker-dealer that receives the exchange notes for its own account in exchange for the original notes, where those original notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of those exchange notes. See “Plan of Distribution.”

Terms and Conditions Contained in the Letter of Transmittal

The accompanying letter of transmittal contains, among other things, the following terms and conditions, which are part of the exchange offer.

The transferring party tendering original notes for exchange will be deemed to have exchanged, assigned and transferred the original notes to us and irrevocably constituted and appointed the exchange agent as the transferor’s agent and attorney-in-fact to cause the original notes to be assigned, transferred and exchanged. The transferor will be required to represent and warrant that it has full power and authority to tender, exchange, assign and transfer the original notes and to acquire exchange notes issuable upon the exchange of the tendered original notes and that, when the same are accepted for exchange, we will acquire good and unencumbered title to the tendered original notes, free and clear of all liens, restrictions (other than restrictions on transfer), charges and encumbrances and that the tendered original notes are not and will not be subject to any adverse claim. The transferor will be required to also agree that it will, upon request, execute and deliver any additional documents deemed by the exchange agent or us to be necessary or desirable to complete the exchange, assignment and transfer of tendered original notes. The transferor will be required to agree that acceptance of any tendered original notes by us and the issuance of exchange notes in exchange for tendered and accepted original notes will constitute performance in full by us of our obligations under the registration rights agreement and that we will have no further obligations or liabilities under the registration rights agreement, except in certain limited circumstances. All authority conferred by the transferor will survive the death, bankruptcy or incapacity of the transferor and every obligation of the transferor will be binding upon the heirs, legal representatives, successors, assigns, executors, administrators and trustees in bankruptcy of the transferor.

Upon agreement to the terms of the letter of transmittal pursuant to an agent’s message, a holder, or beneficial holder of the original notes on behalf of which the holder has tendered, will, subject to that holder’s ability to withdraw its tender, and subject to the terms and conditions of the exchange offer generally, thereby certify that:

- it is not an affiliate of ours or our subsidiaries or, if the transferor is an affiliate of ours or our subsidiaries, it will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable;
- the exchange notes are being acquired in the ordinary course of business of the person receiving the exchange notes, whether or not the person is the registered holder;
- the transferor has not entered into an arrangement or understanding with any other person to participate in the distribution, within the meaning of the Securities Act, of the exchange notes;
- the transferor has not engaged in, does not intend to engage in, and has no arrangement or understanding with any person to engage in, a distribution, within the meaning of the Securities Act, of the exchange notes;
- the transferor is not a broker-dealer who purchased the original notes for resale pursuant to an exemption under the Securities Act; and

- the transferor will be able to trade the exchange notes acquired in the Exchange Offer without restriction under the Securities Act.

Each broker-dealer that receives exchange notes for its own account in exchange for original notes where such original notes were acquired by such broker-dealer as a result of market-making activities or other trading activities must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. See “Plan of Distribution.”

Guaranteed Delivery Procedures

If you desire to tender original notes pursuant to the exchange offer and (i) time will not permit your letter of transmittal and all other required documents to reach the exchange agent on or prior to the expiration date, or (ii) the procedures for book-entry transfer (including delivery of an agent’s message) cannot be completed on or prior to the expiration date, you may nevertheless tender such original notes with the effect that such tender will be deemed to have been received on or prior to the expiration date if all the following conditions are satisfied:

- you must effect your tender through an “eligible guarantor institution”;
- a properly completed and duly executed notice of guaranteed delivery, substantially in the form provided by us herewith, or an agent’s message with respect to guaranteed delivery that is accepted by us, is received by the exchange agent on or prior to the expiration date as provided below; and
- a book-entry confirmation of the transfer of such notes into the exchange agent account at DTC as described above, together with a letter of transmittal (or a manually signed facsimile of the letter of transmittal) properly completed and duly executed, with any signature guarantees and any other documents required by the letter of transmittal or a properly transmitted agent’s message, are received by the exchange agent within three business days after the date of execution of the notice of guaranteed delivery.

The notice of guaranteed delivery may be sent by hand delivery, facsimile transmission or mail to the exchange agent and must include a guarantee by an eligible guarantor institution in the form set forth in the notice of guaranteed delivery.

Withdrawal of Tenders

Original notes tendered pursuant to the exchange offer may be withdrawn at any time prior to the expiration date.

For a withdrawal to be effective, a written letter or facsimile transmission notice of withdrawal must be received by the exchange agent at its address set forth in the accompanying letter of transmittal not later than 5:00 p.m., New York City time, on the Expiration Date. Any notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawn original notes and otherwise comply with the ATOP procedures. The exchange agent will return properly withdrawn original notes promptly following receipt of notice of withdrawal. Properly withdrawn original notes may be retendered by following the procedures described under “—Procedures for Tendering Original Notes” above at any time on or prior to 5:00 p.m., New York City time, on the expiration date. All questions as to the validity of notices of withdrawals, including time of receipt, will be determined by us, and will be final and binding on all parties.

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Exchange Agent

Wells Fargo Bank, National Association has been appointed as exchange agent for the exchange offer. You should direct questions and requests for assistance, requests for additional copies of this prospectus or of the letter of transmittal and requests for the notice of withdrawal to the exchange agent addressed as follows:

Registered & Certified Mail	**Regular Mail or Courier:**	**In Person by Hand Only:**
Wells Fargo Bank, N.A. Corporate Trust Operations MAC N9300-070 600 South Fourth Street Minneapolis, MN 55402	Wells Fargo Bank, N.A. Corporate Trust Operations MAC N9300-070 600 South Fourth Street Minneapolis, MN 55402	Wells Fargo Bank, N.A. Corporate Trust Services MAC N9300-070 600 South Fourth Street Minneapolis, MN 55402

Or
By Facsimile Transmission:
(612) 667-6282
Telephone:
(800) 344-5128

DELIVERY OF A LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SHOWN ABOVE OR TRANSMISSION VIA FACSIMILE OTHER THAN AS SET FORTH ABOVE DOES NOT CONSTITUTE A VALID DELIVERY OF THE LETTER OF TRANSMITTAL.

Solicitation of Tenders; Expenses

We have not retained any dealer-manager or similar agent in connection with the exchange offer, and we will not make any payments to brokers, dealers or others for soliciting acceptances of the exchange offer. We will, however, pay the exchange agent reasonable and customary fees for its services and will reimburse it for actual and reasonable out-of-pocket expenses. The expenses to be incurred in connection with the exchange offer, including the fees and expenses of the exchange agent and printing, accounting and legal fees, will be paid by us. Additional solicitations may be made by telephone, facsimile or in person by our and our affiliates' officers and employees and by persons so engaged by the exchange agent.

No person has been authorized to give any information or to make any representations in connection with the exchange offer other than those contained in this prospectus. If given or made, the information or representations should not be relied upon as having been authorized by us. Neither the delivery of this prospectus nor any exchange made in the exchange offer will, under any circumstances, create any implication that there has been no change in our affairs since the date of this prospectus or any earlier date as of which information is given in this prospectus.

The exchange offer is not being made to, nor will tenders be accepted from or on behalf of, holders of original notes in any jurisdiction in which the making of the exchange offer or the acceptance would not be in compliance with the laws of the jurisdiction. However, we may, at our discretion, take any action as we may deem necessary to make the exchange offer in any jurisdiction. In any jurisdiction where its securities laws or blue sky laws require the exchange offer to be made by a licensed broker or dealer, the exchange offer is being made on our behalf by one or more registered brokers or dealers licensed under the laws of the jurisdiction.

Dissenters' Rights and Appraisal Rights

You will not have dissenters' rights or appraisal rights in connection with the exchange offer.

Accounting Treatment

The exchange notes will be recorded at the carrying value of the original notes as reflected on our accounting records on the date of the exchange. Accordingly, no gain or loss for accounting purposes will be

recognized by us upon the exchange of exchange notes for original notes. Expenses incurred in connection with the issuance of the exchange notes will be amortized over the term of the exchange notes.

Transfer Taxes

We will pay all transfer taxes, if any, applicable to the exchange of original notes under the exchange offer, except as follows. The tendering holder will be required to pay any transfer taxes, whether imposed on the registered holder or any other person, if:

- exchange notes are to be delivered to, or issued in the name of, any person other than the registered holder of the original notes so exchanged;
- tendered original notes are registered in the name of any person other than the person signing the letter of transmittal; or
- a transfer tax is imposed for any reason other than the exchange of original notes under the exchange offer.

If satisfactory evidence of payment of transfer taxes not required to be paid by us is not submitted with the letter of transmittal, the amount of any such transfer taxes will be billed to the tendering holder.

Consequences of Failure to Tender

If you do not tender your outstanding original notes, you will not have any further registration rights, except for the rights described in the registration rights agreement and described above, and your original notes will continue to be subject to the provisions of the indenture governing the original notes regarding transfer and exchange of the original notes and the restrictions on transfer of the original notes imposed by the Securities Act and applicable state securities law when we complete the exchange offer. These transfer restrictions are required because the original notes were issued under an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws. Accordingly, if you do not tender your original notes in the exchange offer, your ability to sell your original notes could be adversely affected. Once we have completed the exchange offer, holders who have not tendered original notes will not continue to be entitled to any increase in interest rate that the indenture governing the original notes provides for if we do not complete the exchange offer.

The original notes that are not exchanged for exchange notes pursuant to the exchange offer will remain restricted securities. Accordingly, the original notes may be resold only:

- to us upon redemption thereof or otherwise;
- so long as the outstanding securities are eligible for resale pursuant to Rule 144A, to a person inside the United States who is a qualified institutional buyer within the meaning of Rule 144A under the Securities Act in a transaction meeting the requirements of Rule 144A, in accordance with Rule 144 under the Securities Act, or pursuant to another exemption from the registration requirements of the Securities Act, which other exemption is based upon an opinion of counsel reasonably acceptable to us;
- outside the United States to a foreign person in a transaction meeting the requirements of Rule 904 under the Securities Act; or
- pursuant to an effective registration statement under the Securities Act, in each case in accordance with any applicable securities laws of any state of the United States.

Under certain limited circumstances, the registration rights agreement requires that we file a shelf registration statement. In particular, we must file a shelf registration statement with respect to original notes if:

- we are not permitted by applicable law or SEC policy to file a registration statement covering the exchange offer or to consummate the exchange offer; or

- any holder of the original notes notifies us prior to the 20th calendar day following the consummation of the exchange offer that:
  - it is prohibited by law or SEC policy from participating in the exchange offer;
  - it may not resell the exchange notes acquired by it in the exchange offer to the public without delivering a prospectus and this prospectus is not appropriate or available for such resales; or
  - it is a broker-dealer and owns original notes acquired directly from us or an affiliate of ours.

Original notes may be subject to restrictions on transfer until:

- a person other than a broker-dealer has exchanged the original notes in the exchange offer;
- a broker-dealer has exchanged the original notes in the exchange offer and sells them to a purchaser which receives a prospectus from the broker, dealer on or before the sale;
- the original notes are sold under an effective shelf registration statement that we have filed; or
- the original notes are sold to the public under Rule 144 of the Securities Act.

Upon completion of the exchange offer, due to the restrictions on transfer of the original notes and the absence of such restrictions applicable to the exchange notes, it is likely that the market, if any, for original notes will be relatively less liquid than the market for exchange notes. Consequently, holders of original notes who do not participate in the exchange offer could experience significant diminution in the value of their original notes, compared to the value of the exchange notes. The holders of original notes not tendered will have no further registration rights, except that, under limited circumstances, we may be required to file a shelf registration statement for a continuous offer of original notes. We currently do not anticipate that we will register any resales of original notes under the Securities Act.

DESCRIPTION OF THE SECURITIES

General

The original notes and the related guarantees thereof were issued, and the exchange notes and the related guarantees thereof will be issued, under an Indenture dated as of August 8, 2013, as amended and supplemented, which we refer to as so amended and supplemented as the "indenture." The indenture has been qualified and is subject to and governed by the Trust Indenture Act of 1939, as amended (the "TIA"). The following is a summary of the material provisions of the indenture. It does not include all of the provisions of the indenture. We urge you to read the indenture because it, and not this description, defines your rights as holders of the exchange notes and the related guarantees. The terms of the exchange notes include those stated in the indenture and those made part of the indenture by reference to the TIA. A copy of the indenture has been filed with the SEC and is incorporated by reference into the registration statement of which this prospectus forms a part. References to "we," "us" and "our" in this section are only to Westinghouse Air Brake Technologies Corporation ("Wabtec") and not Wabtec together with any of its subsidiaries, and the defined term "notes" refers collectively to the original notes and the exchange notes. Certain defined terms used in this section but not defined herein have the respective meanings assigned to such terms in the indenture.

The exchange notes will be issued in the form of one or more global securities, which will be deposited with, or on behalf of DTC, as the depositary, and registered in the name of the depositary's nominee. Any original notes that remain outstanding after completion of the exchange offer, together with the exchange notes issued in the exchange offer, will be treated as a single class of securities under the indenture and will vote together as one class, including for purposes of amending the indenture, as set forth in the indenture.

The terms of the exchange notes are identical in all material respects to the terms of the original notes except that upon completion of the exchange offer, the exchange notes will be registered under the Securities Act and free of any covenants regarding exchange registration rights and related additional interest.

Principal Amount; Maturity

We will issue up to $750.0 million initial principal amount of exchange notes that will mature on November 15, 2026 in exchange for a like principal amount of original notes. If the maturity date for the notes falls on a day that is not a business day, the related payment of principal and interest will be made on the next business day as if it were made on the date such payment was due, and no additional interest will accrue on the amounts so payable for the period from and after such date to the next business day.

The notes are issuable only in registered form without coupons in denominations of $2,000 and any integral multiples of $1,000 in excess thereof.

We issued the original notes initially with a maximum aggregate original principal amount of $750.0 million. We may, without the consent of the holders of the notes, "reopen" the notes and issue additional notes that have the same ranking, interest rate, maturity date and other terms as the exchange notes being offered by this prospectus and any original notes remaining outstanding after the completion of the exchange offer (except for the issue date, the public offering price and, in some cases, the first interest payment date). These additional notes, together with the exchange notes offered by this prospectus and any original notes remaining outstanding after the completion of the exchange offer, would constitute a single series of debt securities under the indenture, provided that if the additional notes are not fungible with the notes for U.S. federal income tax purposes, the additional notes will have a separate CUSIP number. Unless the context requires otherwise, references to "notes" in this section for all purposes includes any additional notes that may be issued from time to time.

Guarantees

Our payment obligations under the original notes are, and our payment obligations under the exchange notes will initially be, fully and unconditionally guaranteed, jointly and severally, by each of our subsidiaries that

guarantees our obligations under our existing senior credit facility (collectively, the “Guarantors”), which consist of our following subsidiaries: Aero Transportation Products, Inc., Barber Steel Foundry Corp., Durox Company, G&B Specialties, Inc., Longwood Elastomers, Inc., Longwood Industries, Inc., Longwood International, Inc., MotivePower, Inc., Railroad Controls, L.P., Railroad Friction Products Corporation, RCL, L.L.C., Ricon Corp., Schaefer Equipment, Inc., Standard Car Truck Company, Thermal Transfer Acquisition Corporation, TransTech of South Carolina, Inc., Turbonetics Holdings, Inc., Wabtec International, Inc., Wabtec Railway Electronics, Inc., Wabtec Railway Electronics Manufacturing, Inc., Workhorse Rail, LLC, Xorail, Inc. and Young Touchstone Company. The notes also will be guaranteed by each of Wabtec’s future subsidiaries which guarantee any other indebtedness of Wabtec or any Guarantor.

The obligations of each Guarantor under its guarantee will be limited as necessary to prevent that Guarantee from constituting a fraudulent transfer or conveyance under applicable law. See “Risk Factors—If the guarantees are deemed fraudulent conveyances or preferential transfers, a court may subordinate or void them.”

The guarantee of a Guarantor will be released:

- in connection with any sale or other disposition of all or substantially all of the assets of that Guarantor (including by way of merger or consolidation) to a Person that is not (either before or after giving effect to such transaction) Wabtec or a subsidiary of Wabtec;
- in connection with any sale or other disposition of all of the capital stock of a Guarantor to a Person that is not (either before or after giving effect to such transaction) Wabtec or a subsidiary of Wabtec;
- upon defeasance or satisfaction and discharge of the notes as provided in this prospectus under the caption “Description of the Securities—Satisfaction and Discharge; Defeasance and Covenant Defeasance”; or
- at such time as the Guarantor ceases to guarantee debt, other than a discharge through payment thereon, of Wabtec or a Guarantor, other than any such debt the guarantee of which by the Guarantor will be released concurrently with the release of the Guarantor’s guarantee of the notes.

Interest on the Notes

The notes will bear interest at a rate of 3.450% per year. Interest will accrue from November 3, 2016. Interest on the notes is payable semiannually on May 15 and November 15 of each year to the holders of record at the close of business on the May 1 and November 1 (whether or not that date is a business day), as the case may be, immediately preceding such interest payment date. Interest on the notes will be computed on the basis of a 360-day year of twelve 30-day months. If any interest payment date on the notes is not a business day, the payment of interest will be made on the next succeeding business day and no additional interest will accrue.

No interest will be paid on either the exchange notes or the original notes at the time the exchange offer is completed. The exchange notes will bear interest from and including the last interest payment date on which interest has been paid on the original notes. If your original notes are accepted for exchange in the exchange offer, you will receive interest on the exchange notes and not on the original notes following the completion of the exchange offer. Any original notes not tendered in the exchange offer will remain outstanding and continue to accrue interest according to their terms following the completion of the exchange offer. Interest will be payable on the exchange notes delivered in exchange for the original notes on the first interest payment date after the expiration date of the exchange offer.

Ranking

The notes will be our senior unsecured obligations. Payment of the principal and interest on the notes will rank equally in right of payment with all of our existing and future unsecured and unsubordinated indebtedness and, to the extent we incur subordinated indebtedness in the future, rank senior in right of payment to our

subordinated indebtedness. To the extent we incur secured indebtedness in the future, the notes will be effectively subordinated to any secured indebtedness of ours, to the extent of the value of any assets securing such indebtedness.

The guarantees of the notes will be the senior unsecured obligations of each of the Guarantors. Payment of the principal and interest on the notes will rank equally in right of payment with all existing and future unsecured and unsubordinated indebtedness of each of the Guarantors, and, to the extent any of the Guarantors incurs subordinated indebtedness in the future, rank senior in right of payment to the subordinated indebtedness of such Guarantor. To the extent any of the Guarantors incur secured indebtedness in the future, the guarantees of the notes will be effectively subordinated to any secured indebtedness of such Guarantor, to the extent of the value of any assets securing such indebtedness.

The Guarantors currently guarantee our obligations under our senior credit facility and under the original notes. In the event of any distribution or payment of Wabtec's or its subsidiaries' assets in any foreclosure, dissolution, winding-up, liquidation, reorganization or other bankruptcy proceeding, holders of the notes will participate ratably with all holders of our senior unsecured indebtedness, and potentially with all of our other general creditors, based upon the respective amounts owed to each holder or creditor, in our remaining assets. As of March 31, 2017, we had approximately $825.8 million in borrowings outstanding under our senior credit facility.

In addition, not all of our subsidiaries will guarantee the notes. In the event of a bankruptcy, liquidation or reorganization of any of these non-guarantor subsidiaries, that non-guarantor subsidiary will pay the holders of its debt and its trade creditors before it will be able to distribute any of its assets to us. Accordingly, the notes will be effectively subordinated to creditors, including trade creditors, if any, of our non-guarantor subsidiaries. The non-guarantor subsidiaries owned approximately 72.5% of our consolidated assets as of March 31, 2017.

No Special Mandatory Redemption

The indenture provides that we were required to redeem the original notes and any then outstanding exchange notes, in whole, on the special mandatory redemption date (as defined below) at a redemption price equal to 101% of the aggregate principal amount of the notes, plus accrued and unpaid interest to, but not including, the special mandatory redemption date if:

- the closing of the Faiveley Family Share Purchase (as defined below) had not occurred by 5:00 p.m., New York City time, on the special mandatory trigger date (as defined below); or
- the Transaction Agreements (as defined below) were terminated at any time prior to the special mandatory trigger date.

The "Faiveley Family Share Purchase" means the acquisition of the shares of Faiveley Transport pursuant to the Share Purchase Agreement.

The "Share Purchase Agreement" means the share purchase agreement relating to Faiveley Transport, dated October 6, 2015, among Wabtec, FW Acquisition, LLC, a wholly owned subsidiary of Wabtec now known as Wabtec France ("Wabtec France"), Financière Faiveley S.A., Famille Faiveley Participations, a sociètè par actions simpliée, Mr. Francois Faiveley and Mr. Erwan Faiveley, as amended on October 24, 2016.

The "Tender Offer Agreement" means the tender offer agreement relating to Faiveley Transport, dated October 6, 2015, among Wabtec, Wabtec France and Faiveley Transport, as amended on October 24, 2016.

The "Transaction Agreements" means, collectively, the Share Purchase Agreement and the Tender Offer Agreement.

The "special mandatory trigger date" means June 1, 2017.

The "special mandatory redemption date" means the 20th business day following the earlier of the special mandatory trigger date and the date on which the Transaction Agreements are terminated.

Because the closing of the Faiveley Family Share Purchase occurred on November 30, 2016, and the Transaction Agreements were not terminated at any time prior thereto, the notes no longer are subject to a special mandatory redemption.

Optional Redemption

The notes are redeemable, in whole at any time or in part from time to time, prior to August 15, 2026 (three months prior to their maturity date) at our option at a redemption price equal to the greater of:

(1) 100% of the principal amount of the notes being redeemed; and

(2) the sum of the present values of the remaining scheduled payments of principal and interest on the notes to be redeemed (not including any portion of such payments of interest accrued to the date of redemption), discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the applicable Treasury Rate (as defined below) plus 25 basis points, plus accrued and unpaid interest on the notes being redeemed to, but not including, the redemption date.

On and after August 15, 2026 (three months prior to their maturity date), the notes are redeemable, in whole at any time or in part from time to time, at our option at a redemption price equal to 100% of the principal amount of the notes to be redeemed, plus accrued and unpaid interest on the notes being redeemed to, but not including, the redemption date.

Notwithstanding the foregoing, installments of interest on the notes that are due and payable on interest payment dates falling on or prior to a redemption date will be payable on the interest payment date to the registered holders as of the close of business on the relevant record date according to the exchange notes and the indenture.

"Comparable Treasury Issue" means the U.S. Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term of the notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such notes.

"Comparable Treasury Price" means, with respect to any redemption date, (1) the average of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Independent Investment Banker obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Independent Investment Banker" means one of the Reference Treasury Dealers appointed by us.

"Reference Treasury Dealer" means (1) each of J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated (or their respective affiliates that are primary U.S. Government securities dealers); provided, however, that if either of the foregoing shall cease to be a primary U.S. Government securities dealer in New York City (a "Primary Treasury Dealer"), we will substitute therefor another Primary Treasury Dealer, and (2) two other Primary Treasury Dealers selected by us.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker at 5:00 p.m., New York City time, on the third business day preceding such redemption date.

"Treasury Rate" means, with respect to any redemption date, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date. The Treasury Rate will be calculated on the third business day preceding the redemption date.

Holders of notes to be redeemed will receive notice thereof by first-class mail at least 30 and not more than 60 days prior to the date fixed for redemption. If fewer than all of the notes are to be redeemed, the trustee will select, not more than 60 days prior to the redemption date, the particular notes or portions thereof for redemption from the outstanding exchange notes not previously called by such method as the trustee deems fair and appropriate.

Sinking Fund

The notes will not be entitled to any sinking fund.

Offer to Repurchase Upon Change of Control Triggering Event

Upon the occurrence of a Change of Control Triggering Event, unless we have exercised our right to redeem the notes as described under "—Optional Redemption," each holder of notes will have the right to require us to purchase all or a portion (in excess of $2,000 and in integral multiples of $1,000) of such holder's notes pursuant to the offer described below (the "Change of Control Offer"), at a purchase price equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest, if any, to but excluding the date of purchase, subject to the rights of holders of notes on the relevant record date to receive interest due on the relevant interest payment date.

Within 30 days following the date upon which the Change of Control Triggering Event occurs or, at our option, prior to any Change of Control but after the public announcement of the pending Change of Control, we will be required to send, by first class mail, a notice to each holder of notes, with a copy to the trustee, which notice will govern the terms of the Change of Control Offer. Such notice will state, among other things, the purchase date, which must be no earlier than 30 days nor later than 60 days from the date such notice is mailed, other than as may be required by law (the "Change of Control Payment Date"). The notice, if mailed prior to the date of consummation of the Change of Control, will state that the Change of Control Offer is conditioned on the Change of Control being consummated on or prior to the Change of Control Payment Date. Holders of notes electing to have notes purchased pursuant to a Change of Control Offer will be required to surrender their notes, with the form entitled "Option of Holder to Elect Purchase" on the reverse of the note completed, to the paying agent at the address specified in the notice, or transfer their notes to the paying agent by book-entry transfer pursuant to the applicable procedures of the paying agent, prior to the close of business on the third business day prior to the Change of Control Payment Date.

We will not be required to make a Change of Control Offer if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for such an offer made by us and such third party purchases all notes properly tendered and not withdrawn under its offer.

We must comply in all material respects with the requirements of Rule 14e-1 under the Exchange Act, and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any such securities laws or regulations conflict with the Change of Control Offer provisions of the notes, we will be required to comply with those securities laws and regulations and will not be deemed to have breached our obligations under the Change of Control Offer provisions of the notes by virtue of any such conflict.

For purposes of the foregoing discussion of a Change of Control Offer, the following definitions are applicable:

"Change of Control" means the occurrence of any one of the following after the date of issuance of the exchange notes:

(1) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of our assets and the assets of our subsidiaries taken as a whole to any "person" (as that term is used in Section 13(d)(3) of the Exchange Act) other than to us or one of our subsidiaries;

(2) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person" (as that term is used in Section 13(d)(3) of the Exchange Act) (other than us or one of our subsidiaries) becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of our outstanding Voting Stock, measured by voting power rather than number of shares;

(3) we consolidate with, or merge with or into, any Person, or any Person consolidates with, or merges with or into, us, in any such event pursuant to a transaction in which any of our outstanding Voting Stock or Voting Stock of such other Person is converted into or exchanged for cash, securities or other property, other than any such transaction where our shares of Voting Stock outstanding immediately prior to such transaction constitute, or are converted into or exchanged for, a majority of the Voting Stock of the surviving Person immediately after giving effect to such transaction;

(4) the first day on which the majority of the members of our board of directors cease to be Continuing Directors; or

(5) the adoption of a plan relating to our liquidation or dissolution.

"Change of Control Triggering Event" means the notes cease to be rated Investment Grade by at least two of the three Rating Agencies on any date during the period (the "Trigger Period") commencing 60 days prior to the first public announcement by us of any Change of Control (or pending Change of Control) and ending 60 days following consummation of such Change of Control (which Trigger Period will be extended following consummation of a Change of Control for so long as any of the Rating Agencies has publicly announced that it is considering a possible ratings change). Unless at least two of the three Rating Agencies are providing a rating for the notes, the notes will be deemed to have ceased to be rated Investment Grade by at least two of the three Rating Agencies during that Trigger Period. Notwithstanding the foregoing, no Change of Control Triggering Event will be deemed to have occurred in connection with any particular Change of Control unless and until such Change of Control has actually been consummated.

"Continuing Director" means, as of any date of determination, any member of our board of directors who:

(1) was a member of our board of directors on the date of the issuance of the notes; or

(2) was nominated for election or elected to our board of directors with the approval of a majority of the Continuing Directors who were members of our board of directors at the time of such nomination or election.

"Fitch" means Fitch Ratings, Inc., and its successors.

"Investment Grade" means a rating of Baa3 or better by Moody's (or its equivalent under any successor rating category of Moody's); a rating of BBB- or better by S&P (or its equivalent under any successor rating category of S&P); a rating of BBB- or better by Fitch (or its equivalent under any successor rating category of Fitch).

"Moody's" means Moody's Investors Service, Inc., a subsidiary of Moody's Corporation, and its successors.

"Person" means any individual, corporation, partnership, limited liability company, business trust, association, joint-stock company, joint venture, trust, incorporated or unincorporated organization or government or any agency or political subdivision thereof.

"Rating Agency" means each of Moody's, S&P and Fitch; provided, that if any of Moody's, S&P and Fitch ceases to provide rating services to issuers or investors, we may appoint another "nationally recognized statistical rating organization" as such term is defined in Section 3(a)(62) of the Exchange Act as a replacement for such Rating Agency; provided, that we shall give notice of such appointment to the trustee.

"S&P" means Standard & Poor's Financial Services LLC, a division of S&P Global Inc., and its successors.

"Voting Stock" of any specified Person as of any date means the capital stock of such Person that is at the time entitled to vote generally in the election of the board of directors of such Person.

The definition of Change of Control includes a phrase relating to the direct or indirect sale, lease, transfer, conveyance or other disposition of "all or substantially all" of our assets and the assets of our subsidiaries taken as a whole. Although there is a limited body of case law interpreting the phrase "substantially all," there is no precise, established definition of the phrase under applicable law. Accordingly, the applicability of the requirement that we offer to repurchase the notes as a result of a sale, lease, transfer, conveyance or other disposition of less than all of our assets and the assets of our subsidiaries taken as a whole to another "person" (as that term is used in Section 13(d)(3) of the Exchange Act) may be uncertain.

Certain Covenants

Limitation on Liens

We will not, and will not permit any of our restricted subsidiaries to, incur, suffer to exist or guarantee any debt secured by a lien on any principal property or on any shares of stock of (or other interests in) any of our restricted subsidiaries (in each case, whether now owned or hereafter acquired) unless we or that first-mentioned restricted subsidiary secures or we cause such restricted subsidiary to secure the exchange notes equally and ratably with (or prior to) such secured debt, for as long as such secured debt will be so secured.

These restrictions will not, however, apply to debt secured by:

- any liens existing prior to the issuance of the original notes;
- any liens on property of, shares of stock of (or other interests in) or debt of any entity existing at the time such entity becomes a restricted subsidiary;
- any liens on property of, shares of stock of (or other interests in) or debt of any entity (a) existing at the time of acquisition of such property or shares (or other interests) (including acquisition through merger or consolidation), provided that any such lien was in existence prior to the date of such acquisition, was not incurred in anticipation thereof and does not extend to any other property, (b) to secure the payment of all or any part of the purchase price of such property or shares (or other interests) or the costs of construction or improvement of such property or (c) to secure any debt incurred prior to, at the time of, or within 180 days after the later of the acquisition, the completion of construction or the commencement of full operation of such property or within 180 days after the acquisition of such shares (or other interests) for the purpose of financing all or any part of the purchase price of such property or shares (or other interests) or the costs of construction thereon;
- any liens in favor of us or any of our restricted subsidiaries;
- any liens in favor of, or required by contracts with, governmental entities; and
- any extension, renewal or replacement of any lien referred to in any of the preceding clauses, provided that such extension, renewal or replacement lien will be limited to the same property that secured the lien so extended, renewed or replaced and will not exceed the principal amount of debt so secured at the time of such extension, renewal or replacement.

Notwithstanding the foregoing, we or any of our restricted subsidiaries may incur, suffer to exist or guarantee any debt secured by a lien on any principal property or on any shares of stock of (or other interests in)

any of our restricted subsidiaries if, after giving effect thereto and together with the value of attributable debt outstanding pursuant to the second paragraph of the "— Limitation on Sale and Leaseback Transactions" covenant below, the aggregate amount of such debt does not exceed 10% of our consolidated net tangible assets.

Limitation on Sale and Leaseback Transactions

We and our restricted subsidiaries will not enter into any sale and leaseback transaction with respect to any principal property, other than any such sale and leaseback transaction involving a lease for a term of not more than three years (including renewal rights) or any such sale and leaseback transaction between us and one of our restricted subsidiaries or between our restricted subsidiaries, unless: (a) we or such restricted subsidiary would be entitled to incur debt secured by a lien on the principal property involved in such sale and leaseback transaction at least equal in amount to the attributable debt with respect to such sale and leaseback transaction, without equally and ratably securing the notes pursuant to the covenant described above under the caption "— Limitation on Liens"; or (b) the proceeds of such sale and leaseback transaction are at least equal to the fair market value of the affected principal property (as determined in good faith by our board of directors) and we apply an amount equal to the net proceeds of such sale and leaseback transaction within 180 days of such sale and leaseback transaction to any (or a combination) of (i) the prepayment or retirement of the notes, (ii) the prepayment or retirement (other than any mandatory retirement, mandatory prepayment or sinking fund payment or by payment at maturity) of other debt of us or of one of our restricted subsidiaries (other than debt that is subordinated to the notes or debt owed to us or one of our restricted subsidiaries) that matures more than 12 months after its creation or matures less than 12 months after its creation but by its terms being renewable or extendible, at the option of the obligor in respect thereof, beyond 12 months from its creation or (iii) the purchase, construction, development, expansion or improvement of other comparable property.

Notwithstanding the restrictions in the preceding paragraph, we will be permitted to enter into sale and leaseback transactions otherwise prohibited by this covenant, the attributable debt with respect to which, together with all debt outstanding pursuant to the third paragraph of the "— Limitation on Liens" covenant above, without duplication, do not exceed 10% of consolidated net tangible assets measured at the closing date of the sale and leaseback transaction.

Merger and Consolidation

We will not consolidate with or merge into any other entity or sell, assign, convey, transfer, lease or otherwise dispose of all or substantially all of our assets to any person, firm, corporation or other entity, unless:

- either (i) we are the surviving corporation or (ii) the resulting, surviving or transferee entity is a corporation organized under the laws of the United States or, if such person, firm, corporation or other entity is not a corporation, a co-obligor of the notes is a corporation organized under any such laws, and any resulting, surviving or transferee entity expressly assumes the Company's obligations under the indenture and the notes, by a supplemental indenture to which we are a party;
- there is no default under the indenture immediately after giving effect to such consolidation, merger, sale, assignment, conveyance, transfer, lease or other disposal; and
- the resulting or transferee entity shall have delivered to the trustee an officers' certificate and an opinion of counsel, each stating that such consolidation, merger, sale, assignment, conveyance, transfer, lease or other disposal complies with the indenture.

Upon such a succession described in clause (ii) of the first bullet above and compliance with the second and third bullets above, we will be relieved from any further obligations under the indenture.

Certain Definitions

The following are definitions of some terms used in the above description of certain covenants under the indenture. We refer you to the indenture for a full description of all of these terms, as well as any other terms used herein for which no definition is provided.

- "attributable debt" with regard to a sale and leaseback transaction with respect to any principal property means, at the time of determination, the present value of the total net amount of rent required to be paid under such lease during the remaining term thereof (including any period for which such lease has been extended or may, at the option of the lessor, be extended), discounted at the rate of interest set forth or implicit in the terms of such lease (or, if not practicable to determine such rate, the weighted average interest rate per annum borne by the notes then outstanding under the indenture) compounded semi-annually. In the case of any lease which is terminable by the lessee upon the payment of a penalty, such net amount shall be the lesser of (x) the net amount determined assuming termination upon the first date such lease may be terminated (in which case the net amount shall also include the amount of the penalty, but shall not include any rent that would be required to be paid under such lease subsequent to the first date upon which it may be so terminated) or (y) the net amount determined assuming no such termination.
- "consolidated net tangible assets" means, on the date of any determination, all assets minus:
  - all applicable depreciation, amortization and other valuation reserves;
  - all current liabilities; and
  - all goodwill, trade names, trademarks, patents, unamortized debt discount and expenses and other like intangibles,

  in each case as set forth on our most recently available consolidated balance sheet prepared in accordance with U.S. generally accepted accounting principles.
- "debt" means (without duplication), with respect to any person, (1) all obligations of such person, to the extent such obligations would appear as a liability on the consolidated balance sheet of such person, in accordance with U.S. generally accepted accounting principles, (a) for money borrowed, (b) evidenced by bonds, debentures, notes or other similar instruments, (c) in respect of letters of credit, bankers' acceptances or similar facilities issued for the account of such person, and (d) that constitute capital lease obligations of such person, and (2) all guarantees by such person of debt of another person.
- "lien" means any mortgage, pledge, hypothecation, encumbrance, security interest, statutory or other lien, or preference, priority or other security or similar agreement or preferential arrangement of any kind or nature whatsoever, including any conditional sale or other title retention having substantially the same economic effect as any of these.
- "principal property" means any manufacturing plant, warehouse, office building or parcel of real property owned or leased by us or any of our restricted subsidiaries, whether owned on the date of the indenture or thereafter, that has a gross book value in excess of 1% of our consolidated net tangible assets. Any plant, warehouse, office building or parcel of real property, or portion thereof, which our board of directors determines by resolution is not of material importance to the business conducted by us and our restricted subsidiaries taken as a whole will not be principal property.
- "restricted subsidiary" means any subsidiary other than an unrestricted subsidiary.
- "subsidiary" means any entity of which we, or we and one or more of our subsidiaries, or any one or more of our subsidiaries, directly or indirectly own more than 50% of the outstanding voting stock.
- "unrestricted subsidiary" means any subsidiary:
  - the principal business of which consists of finance, banking, credit, leasing, insurance, financial services or other similar operations;

- substantially all the assets of which consist of the capital stock of a subsidiary or subsidiaries engaged in the operations referred to in the preceding clause; or
- designated as an unrestricted subsidiary by resolution of our board of directors and which, in the opinion of our board of directors, is not of material importance to the business conducted by us and our restricted subsidiaries taken as a whole.

Events of Default

An event of default is defined in the indenture as being:

- default for 30 days in payment of any interest on the notes;
- failure to pay principal or premium, if any, with respect to the notes when due;
- failure to observe or perform any other covenant in the indenture or notes, other than a covenant or warranty a default in whose performance or whose breach is specifically dealt with in the section of the indenture governing events of default, if the failure continues for 60 days after written notice by the trustee or the holders of at least 25% in aggregate principal amount of the notes then outstanding;
- default under any of our or our restricted subsidiaries' debt, whether such debt now exists or is incurred after October 31, 2016, the date of this offering memorandum relating to the original notes, if that default:
  - is caused by a failure to pay principal on such debt at its stated final maturity (after giving effect to any applicable grace periods provided in such debt) (a "Payment Default"); or
  - results in the acceleration of such debt prior to its express maturity (an "Acceleration Event"),

  and (i) in each case, the principal amount of any such debt, together with the principal amount of any other such debt under which there has been a Payment Default or an Acceleration Event, aggregates $50 million or more and (ii) in the case of a Payment Default, such debt is not discharged and, in the case of an Acceleration Event, such acceleration is not rescinded or annulled, within 10 days after written notice has been given by the trustee or the holders of at least 25% in aggregate principal amount of the notes then outstanding;
- specified events of bankruptcy, insolvency, receivership or reorganization of us or any of the Guarantors; or
- any of the guarantees is held in any judicial proceeding to be unenforceable or invalid or, except as permitted by the indenture, ceases for any reason to be in full force and effect, or any Guarantor denies or disaffirms its obligations under its Guarantee with respect to the notes.

Notice and Declaration of Defaults

So long as any notes remain outstanding, we will be required to furnish annually to the trustee a certificate of one of our corporate officers stating whether, to the best of their knowledge, we are in default under any of the provisions of the indenture, and specifying all defaults, and the nature thereof, of which they have knowledge.

We will also be required to furnish to the trustee copies of specified reports filed by us with the SEC.

The indenture provides that the trustee will, within 90 days after the occurrence of a default which is continuing, give to the holders of the notes notice of all uncured defaults known to it, including events specified above without grace periods. Except in the case of default in the payment of principal, premium, if any, or interest on any of the notes, the trustee may withhold notice to the holders if the trustee in good faith determines that withholding notice is in the interest of the holders of the notes.

The trustee or the holders of 25% in aggregate principal amount of the outstanding notes may declare the notes immediately due and payable upon the occurrence of any event of default after expiration of any applicable grace period. In some cases, the holders of a majority in principal amount of the notes then outstanding may waive any past default and its consequences, except a default in the payment of principal, premium, if any, or interest.

Actions upon Default

Subject to the provisions of the indenture relating to the duties of the trustee in case an event of default with respect to the notes occurs and is continuing, the indenture provides that the trustee will be under no obligation to exercise any of its rights or powers under the indenture at the request, order or direction of any of the holders of notes outstanding unless the holders have offered to the trustee indemnity reasonably satisfactory to it. The right of a holder to institute a proceeding with respect to the indenture is subject to conditions precedent including notice and indemnity to the trustee, but the holder has a right to receipt of principal, premium, if any, and interest on their due dates or to institute suit for the enforcement thereof, subject to specified limitations with respect to defaulted interest.

The holders of a majority in principal amount of the notes outstanding will have the right to direct the time, method and place for conducting any proceeding for any remedy available to the trustee, or exercising any power or trust conferred on the trustee. Any direction by the holders will be in accordance with law and the provisions of the indenture, provided that the trustee may decline to follow any such direction if the trustee determines on the advice of counsel that the proceeding may not be lawfully taken or would be materially or unjustly prejudicial to holders not joining in the direction. The trustee will be under no obligation to act in accordance with the direction unless the holders offer the trustee security or indemnity reasonably satisfactory to it against costs, expenses and liabilities which may be incurred thereby.

Satisfaction and Discharge; Defeasance and Covenant Defeasance

Satisfaction and Discharge

The indenture will be satisfied and discharged with respect to the notes if:

- we deliver to the trustee all notes then outstanding for cancellation; or
- all notes not delivered to the trustee for cancellation (i) have become due and payable, (ii) are to become due and payable at their stated maturity within one year or (iii) are to be called for redemption within one year under arrangements satisfactory to the trustee, and, in any such case, we irrevocably deposit with the trustee, in trust for such purpose, money or certain U.S. government obligations which through the payment of principal and interest in accordance with their terms will provide money, in an amount sufficient to pay the principal of and premium, if any, and interest on the notes to the date of maturity, redemption or deposit (in the case of notes that have become due and payable), provided that in either case we have paid all other sums payable under that indenture. In addition, we must deliver an officers' certificate and an opinion of counsel to the trustee stating that all conditions precedent to satisfaction and discharge have been satisfied.

Defeasance and Covenant Defeasance

The indenture provides that upon the deposit with the trustee (or other qualifying trustee), in trust for such purpose, of money or certain U.S. government obligations which through the payment of principal and interest in accordance with their terms will provide money, in an amount sufficient (in the case of U.S. government obligations, in the opinion of a nationally recognized firm of independent public accountants) to pay the principal of (and premium, if any) and interest on the notes, on the scheduled due dates, we may elect either:

- to defease and be discharged from any and all obligations with respect to the notes (except for the obligations, among others, to register the transfer or exchange of the notes, to replace temporary or

mutilated, destroyed, lost or stolen notes, to maintain an office or agency in respect of the notes and to hold moneys for payment in trust) ("defeasance"); or

- to be released from our obligations with respect to the restrictions described above under "—Restrictive Covenants," together with additional covenants that may be included for a particular series,

and the Events of Default described in the third, fourth and sixth bullets under "—Events of Default," shall not be Events of Default under that indenture with respect to such series ("covenant defeasance").

In the case of defeasance, the holders of the notes are entitled to receive payments in respect of the notes solely from such trust. In the case of defeasance or covenant defeasance, a trust may only be established if, among other things, we have delivered to the trustee an opinion of counsel, as specified in the indenture, or, in the case of covenant defeasance, a binding tax ruling, to the effect that the beneficial owners of the notes will not recognize income, gain or loss for federal income tax purposes as a result of such defeasance or covenant defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such defeasance or covenant defeasance had not occurred. Such opinion of counsel, in the case of defeasance, must refer to and be based upon a binding ruling of the Internal Revenue Service (the "IRS") addressed to us, a published ruling of the IRS or a change in applicable federal income tax law (including regulations) occurring after the date of the indenture. We also will deliver to the trustee an officers' certificate and an opinion of counsel, each stating that all conditions precedent provided for or relating to the defeasance or covenant defeasance, as the case may be, have been complied with.

Modification and Waiver

The indenture contains provisions permitting us, the Guarantors and the trustee to modify that indenture or enter into or modify any supplemental indenture without the consent of the holders of the notes in regard to matters as will not adversely affect the interests of the holders of the notes, including the following:

- to cure any ambiguity, omission, defect or inconsistency as evidenced in an officers' certificate;
- to provide for the assumption of our or any of the Guarantors' obligations under the indenture by a successor or transferee upon any permitted merger, consolidation or asset transfer;
- to provide for uncertificated notes in addition to or in place of certificated notes;
- to reflect the release of any Guarantor in accordance with the terms of the Indenture;
- to add Guarantors;
- to provide any security for or other guarantees of the notes or any guarantee of a Guarantor or for the addition of an additional obligor on the notes;
- to comply with any requirement to effect or maintain the qualification of the indenture under the TIA, if applicable;
- to add covenants that would benefit the holders of notes or to surrender any rights we have under the indenture;
- to change or eliminate any of the provisions of the indenture, provided that any such change or elimination is not effective with respect to any notes created prior to the execution of the applicable supplemental indenture which is entitled to the benefit of such provision;
- to provide for the issuance of and establish forms and terms and conditions of a new series of debt securities to be issued under the indenture;
- to facilitate the defeasance and discharge of the notes otherwise in accordance with the existing terms of the indenture; provided that any such action does not adversely affect the rights of any holder of outstanding notes in any material respect;

- to issue additional notes, provided that such additional notes have the same terms as, and are deemed part of the same series as, the notes to the extent required under the indenture; and provided further that if the additional notes are not fungible with the notes for United States federal income tax purposes, the additional notes will have a separate CUSIP number;
- to evidence and provide for the acceptance of and appointment of a successor trustee with respect to the notes and to add to or change any of the provisions of the notes as necessary to provide for or facilitate the administration of the trust by more than one trustee;
- to add additional events of default with respect to the notes;
- to make any change that does not adversely affect the notes in any material respect; and
- to evidence the release of any Guarantor and its obligations pursuant to the indenture.

We, the Guarantors and the trustee may modify the indenture or any supplemental indenture relating to the indenture with the consent of the holders of not less than a majority in aggregate principal amount of the notes, except that no such modifications shall, without the consent of each of the holders of the notes:

- reduce the percentage in principal amount of the notes, the consent of whose holders is required for any amendment, supplement or waiver;
- reduce the rate of or change the time for payment of interest on the notes;
- reduce the principal of the notes or change the stated maturity of the notes;
- reduce any premium payable on the redemption of the notes or change the time at which the notes may or must be redeemed or alter or waive any of the provisions with respect to the redemption of the notes;
- make payments on the notes payable in currency other than as originally stated in the notes;
- impair the holders' right to institute suit for the enforcement of any payment on the notes; or
- waive a continuing default or event of default regarding any payment on the notes.

With respect to any vote of holders of the notes, we will generally be entitled to set any day as a record date for the purpose of determining such holders that are entitled to vote or take other action under the indenture.

"Street Name" and other indirect holders should consult their banks or brokers for information on how approval may be granted or denied if we seek to change the indenture or the notes or request a waiver.

Governing Law

The indenture, the notes and the guarantees will be governed by, and construed in accordance with, the law of the State of New York.

Concerning the Trustee

Under the indenture, the trustee is required to transmit annual reports to all holders regarding its eligibility and qualifications as trustee under the indenture and specified related matters.

MATERIAL UNITED STATES FEDERAL INCOME TAX CONSEQUENCES

The following discussion is based upon the provisions of the Internal Revenue Code of 1986, as amended (the “Code”), the applicable Treasury regulations promulgated and proposed thereunder, judicial authority and current administrative rulings and practice, all of which are subject to change, possibly with retroactive effect, which may result in U.S. federal income tax consequences different from those discussed below. The following general discussion summarizes material U.S. federal income tax aspects of the exchange of original notes for exchange notes pursuant to the exchange offer and the ownership and disposition of the exchange notes issued pursuant to the exchange offer that may be relevant to U.S. Holders (as defined below) and Non-U.S. Holders (as defined below). This discussion is limited to persons who acquired original notes upon their original issuance at their issue price and who will acquire the exchange notes pursuant to the exchange offer and who will hold the exchange notes as capital assets within the meaning of Section 1221 of the Code. This discussion does not purport to deal with all aspects of U.S. federal income taxation that might be relevant to particular holders in light of their personal investment circumstances or status, including alternative minimum tax, nor does it discuss the U.S. federal income tax consequences to certain types of investors subject to special treatment under the U.S. federal income tax laws (for example, financial institutions, regulated investment companies, insurance companies, dealers in securities or foreign currency, tax-exempt organizations, taxpayers holding notes through a partnership or similar pass-through entity or as part of a “straddle” or “conversion transaction,” certain U.S. expatriates or other former long-term residents of the United States or U.S. Holders that have a “functional currency” other than the U.S. dollar).

If a partnership (including for this purpose an entity or arrangement treated as a partnership for U.S. federal income tax purposes) is a beneficial owner of an exchange note, the treatment of a partner in such partnership generally will depend upon the status of the partner and upon the activities of the partnership. Partnerships and partners in such partnerships should consult their tax advisors about the U.S. federal income tax consequences of exchanging original notes for exchange notes pursuant to the exchange offer and the owning and disposing of the exchange notes.

You are urged to consult your own tax advisors regarding the U.S. federal, state, local, foreign and other tax considerations of the exchange of original notes for exchange notes pursuant to the exchange offer and the owning and disposing of the exchange notes.

Tax Consequences of the Exchange of Original Notes for Exchange Notes

The exchange of an original note for an exchange note pursuant to the exchange offer will not constitute a taxable exchange for U.S. federal income tax purposes. Consequently, a holder will not recognize any gain or loss upon the receipt of an exchange note pursuant to the exchange offer. The holding period for an exchange note will include the holding period of the original note exchanged pursuant to the exchange offer, and the initial tax basis in an exchange note will be the same as the adjusted tax basis in the original note as of the time of the exchange. The U.S. federal income tax consequences of holding and disposing of an exchange note received pursuant to the exchange offer generally will be the same as the U.S. federal income tax consequences of holding and disposing of an original note.

Tax Consequences of the Ownership and Disposition of Exchange Notes for U.S. Holders

As used herein, a “U.S. Holder” is a beneficial owner of an original note or an exchange note that is, or is treated as, for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation created or organized under the laws of the United States, any state thereof or the District of Columbia;

- an estate whose income is subject to U.S. federal income taxation on a net income basis regardless of its source; or
- a trust, if (i) a U.S. court is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust or (ii) the trust has a valid election in place to be treated as a U.S. person for U.S. federal income tax purposes.

Payments of Stated Interest

Stated interest on an exchange note will be taxable to a U.S. Holder as ordinary income at the time it is received or accrued, in accordance with such U.S. Holder's method of accounting for U.S. federal income tax purposes.

Sale, Exchange, Retirement or Redemption of the Exchange Notes

Upon the taxable disposition of an exchange note by sale, exchange, retirement or redemption, a U.S. Holder generally will recognize gain or loss equal to the difference between (i) the amount realized on the disposition (other than amounts attributable to accrued interest not yet taken into income, which will be taxed as ordinary income as described above in "— Payments of Stated Interest") and (ii) the U.S. Holder's adjusted tax basis in the exchange note. A U.S. Holder's adjusted tax basis in an exchange note generally will be the same as the adjusted tax basis in the original note as of the time of the exchange.

Any gain or loss recognized on the sale, exchange, retirement or redemption of an exchange note generally will constitute capital gain or loss and will be long-term capital gain or loss if at the time of the sale, exchange, retirement or redemption the U.S. Holder's holding period for the exchange note is greater than one year. Long-term capital gain, in the case of non-corporate taxpayers, is eligible for reduced rates of taxation. The deductibility of capital losses is subject to limitations.

Medicare Surtax

Certain U.S. Holders that are individuals, estates or trusts and whose income exceeds certain thresholds will be required to pay an additional 3.8% Medicare surtax on, among other things, interest income and gains from the sale or other disposition of an exchange note. U.S. Holders should consult their tax advisors as to the application of this additional surtax to their investment in the exchange notes.

Information Reporting and Backup Withholding

Under the Code, U.S. Holders may be subject, under certain circumstances, to information reporting and "backup withholding" with respect to payments on the exchange notes and the gross proceeds from dispositions of the exchange notes. Backup withholding may apply only if the U.S. Holder (i) fails to furnish its social security or other taxpayer identification number ("TIN") within a reasonable time after a request therefor, (ii) furnishes an incorrect TIN, (iii) fails to report properly interest or dividends, or (iv) fails under certain circumstances to certify properly under penalties of perjury that the TIN provided is its correct number and that it is not subject to backup withholding. Any amount withheld from a payment to a U.S. Holder under the backup withholding rules is allowable as a credit (and may entitle such U.S. Holder to a refund) against such U.S. Holder's U.S. federal income tax liability, provided that the required information is furnished to the IRS in a timely manner. Certain persons are exempt from backup withholding, including corporations and financial institutions. U.S. Holders should consult their tax advisors as to their qualification for exemption from backup withholding and the procedure for obtaining such exemption. In addition, payments on the exchange notes made to, and the proceeds of a sale or other disposition by, a U.S. Holder that is not an exempt recipient generally will be subject to information reporting requirements.

Tax Consequences of the Ownership and Disposition of Exchange Notes for Non-U.S. Holders

The following discussion is limited to a beneficial owner of an original note or an exchange note that is, for U.S. federal income tax purposes, an individual, corporation, estate or trust that is not a U.S. Holder (a "Non-U.S. Holder").

For purposes of the discussion below, interest and gain on the sale, exchange, redemption or other disposition of an exchange note will be considered to be "U.S. trade or business income" if such income or gain is:

- effectively connected with the conduct of a U.S. trade or business; and
- generally, if required by an applicable income tax treaty, is attributable to a permanent establishment or fixed base in the United States.

Payments of Interest

Subject to the discussions below concerning backup withholding and FATCA, payments of interest to a Non-U.S. Holder will not be subject to U.S. federal income or withholding tax if such interest is not U.S. trade or business income and is "portfolio interest." Generally, interest on the exchange notes will qualify as portfolio interest if the Non-U.S. Holder:

- is not a "10-percent shareholder" of us, as defined in Section 871(h)(3) of the Code and the Treasury regulations thereunder;
- is not a controlled foreign corporation with respect to which we are a "related person" within the meaning of Section 864(d)(4) of the Code; and
- certifies, under penalties of perjury, that such Non-U.S. Holder is not a U.S. person and provides such Non-U.S. Holder's name and address (which certification may be made on IRS Form W-8BEN or W-8BEN-E or other appropriate substitute form).

If interest on the exchange notes does not qualify for the portfolio interest exemption and is not U.S. trade or business income, payments of interest on the exchange notes will generally be subject to U.S. withholding tax at a rate of 30% of the stated interest paid unless a treaty applies to reduce or eliminate such withholding tax. U.S. trade or business income will be taxed at regular graduated U.S. tax rates rather than the 30% gross rate. In the case of a Non-U.S. Holder that is a corporation, such U.S. trade or business income also may be subject to the branch profits tax. To claim an exemption from withholding in the case of U.S. trade or business income, or to claim the benefits of a treaty, a Non-U.S. Holder must provide a properly executed IRS Form W-8ECI (in the case of U.S. trade or business income) or IRS Form W-8BEN or W-8BEN-E (in the case of a treaty exemption), or any appropriate substitute form, as applicable, prior to the payment of interest. These forms must be periodically updated. A Non-U.S. Holder who is claiming the benefits of a treaty may be required, in certain instances, to obtain a TIN and to provide certain documentary evidence issued by foreign governmental authorities to prove residence in the foreign country. Also, special procedures are provided under applicable Treasury regulations for payments through qualified intermediaries. Special certification rules apply to non-U.S. holders that are pass-through entities.

Sale, Exchange, Retirement or Redemption of the Exchange Notes

Subject to the discussions below concerning backup withholding and FATCA, any gain realized by a Non-U.S. Holder on the sale, exchange or redemption of an exchange note generally will not be subject to U.S. federal income tax, unless:

- such gain is U.S. trade or business income; or
- subject to certain exceptions, the Non-U.S. Holder is an individual who is present in the United States for 183 days or more in the taxable year of the disposition, in which case a 30% tax will apply to the

net gain on such sale, which may be offset by U.S.-source capital losses, unless such tax is reduced or eliminated by treaty.

Upon a sale, exchange, retirement or redemption of an exchange note, accrued and unpaid interest will be treated as interest, as described above under the heading "— Payments of Interest."

If a Non-U.S. Holder is subject to U.S. federal income tax on the exchange, redemption, or other disposition of the exchange notes because the gain from such disposition is U.S. trade or business income, the Non-U.S. Holder generally will be required to pay U.S. federal income tax on the gain derived from the disposition in the same manner as if the Non-U.S. Holder were a U.S. Holder. In addition, if such Non-U.S. Holder is a foreign corporation, it may also be required to pay branch profits tax at a 30% rate or lower rate if specified by an applicable tax treaty.

Information Reporting and Backup Withholding

Information returns will be filed with the IRS in connection with payments on the exchange notes. Unless the Non-U.S. Holder complies with certification procedures to establish that it is not a U.S. person, information returns may be filed with the IRS in connection with the proceeds from a sale or other disposition of the exchange notes and the Non-U.S. Holder may be subject to U.S. backup withholding on payments on the exchange notes or on the proceeds from a sale or other disposition of the exchange notes. The certification procedures required to claim the exemption from withholding tax on interest described above will satisfy the certification requirements necessary to avoid backup withholding as well. The amount of any backup withholding from a payment to a Non-U.S. Holder will be allowed as a credit against the Non-U.S. Holder's U.S. federal income tax liability and may entitle the Non-U.S. Holder to a refund, provided that the required information is timely furnished to the IRS.

Foreign Account Tax Compliance

The Foreign Account Tax Compliance Act provisions of the Hiring Incentives to Restore Employment Act ("FATCA"), imposes a U.S. federal withholding tax of 30% on certain payments (including interest payments and, for dispositions beginning January 1, 2019, gross proceeds from a sale or other disposition of debt instruments, such as the exchange notes) to "foreign financial institutions" ("FFIs") (which is broadly defined for this purpose and in general includes investment vehicles) and certain other non-U.S. entities unless various U.S. information reporting and due diligence requirements (generally relating to ownership by U.S. persons of interests in or accounts with those entities) have been satisfied, or an exemption applies. A person that receives payments through one or more FFIs or other non-U.S. entities may receive reduced payments as a result of these rules. Foreign governments have entered into, and may continue to enter into, agreements with the United States to implement FATCA in a different manner. If FATCA withholding is imposed, a beneficial owner that is not a FFI generally will be entitled to a refund of any amounts withheld by filing a U.S. federal income tax return and, in the case of a non-financial foreign entity, providing the IRS with certain information regarding its substantial U.S. owners (unless an exception applies). Investors are encouraged to consult with their tax advisors regarding the implications of FATCA on their investment in the exchange notes.

EACH INVESTOR SHOULD CONSULT HIS, HER OR ITS OWN TAX ADVISOR AS TO PARTICULAR TAX CONSEQUENCES TO IT OF HOLDING AND DISPOSING OF EXCHANGE NOTES, INCLUDING THE APPLICABILITY AND EFFECT OF ANY STATE, LOCAL OR FOREIGN TAX LAWS, AND OF ANY PROPOSED CHANGES IN APPLICABLE LAW.

PLAN OF DISTRIBUTION

Each broker-dealer that receives exchange notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of exchange notes received in exchange for original notes where such original notes were acquired as a result of market-making activities or other trading activities. We and the guarantors have agreed that, starting on the expiration date and ending on the close of business 180 days after the expiration date, we will make this prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any such resale. In addition, until , 2017, dealers effecting transactions in the exchange notes may be required to deliver a prospectus.

We and the guarantors will not receive any cash proceeds from any sale of exchange notes by brokers-dealers. Exchange notes received by broker-dealers for their own account pursuant to the exchange offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the exchange notes or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer and/or the purchasers of any such exchange notes. Any broker-dealer that resells exchange notes that were received by it for its own account pursuant to the exchange offer and any broker or dealer that participates in a distribution of such exchange notes may be deemed to be an “underwriter” within the meaning of the Securities Act and any profit of any such resale of exchange notes and any commissions or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The letter of transmittal states that, by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an “underwriter” within the meaning of the Securities Act.

For a period of 180 days after the expiration date, we and the guarantors will promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests such documents in the letter of transmittal. We and the guarantors have agreed to pay all expenses incidental to the exchange offer other than commissions or concessions of any brokers or dealers and certain transfer taxes and will indemnify the holders of the original notes (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act.

Under existing interpretations of the Securities Act by the SEC’s staff contained in several no-action letters to third parties, and subject to the immediately following sentence, we and the guarantors believe that the exchange notes would generally be freely transferable by holders after the exchange offer without further registration under the Securities Act, subject to certain representations required to be made by each holder of exchange notes, as set forth below. However, any purchaser of exchange notes who is an “affiliate” (as defined in Rule 405 under the Securities Act) of ours and the guarantors or who intends to participate in the exchange offer for the purpose of distributing the exchange notes:

- will not be able to rely on the applicable interpretation of the staff of the SEC;
- will not be able to tender its original securities in the exchange offer; and
- must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any sale or transfer of the exchange notes unless such sale or transfer is made pursuant to an exemption from such requirements.

We and the guarantors do not intend to seek our own interpretations regarding the exchange offer, and there can be no assurance that the SEC’s staff would make a similar determination with respect to the exchange notes as it has in other interpretation to other parties, although we and the guarantors have no reason to believe otherwise.

LEGAL MATTERS

K&L Gates LLP, Pittsburgh, Pennsylvania, will pass upon the validity of the exchange notes and the guarantees by the guarantors. In rendering its opinion, K&L Gates LLP will rely upon the opinion of Dinsmore & Shohl LLP, Pittsburgh, Pennsylvania, as to all matters governed by the laws of the State of Missouri, the State of Ohio, the State of Tennessee, the Commonwealth of Virginia and the State of Wisconsin.

EXPERTS

The consolidated financial statements of Westinghouse Air Brake Technologies Corporation and subsidiaries appearing in Westinghouse Air Brake Technologies Corporation's Annual Report (Form 10-K) for the year ended December 31, 2016 (including the schedule appearing therein), and the effectiveness of Westinghouse Technologies Corporation's internal control over financial reporting as of December 31, 2016 (excluding the internal control over financial reporting of Workhorse Rail LLC ("Workhorse"), Faiveley Transport S.A. ("Faiveley"), Precision Turbo & Engine ("Precision Turbo"), Unitrac Railroad Materials ("Unitrac"), and Gerken Group SA ("Gerken"), have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in its reports thereon, which as to the report on the consolidated financial statements for year 2016 is based in part on the report of PricewaterhouseCoopers Audit, independent registered public accounting firm and which as to the report on the effectiveness of Westinghouse Air Brake Technologies Corporation's internal control over financial reporting contains an explanatory paragraph describing the above referenced exclusion of Workhorse, Faiveley, Precision Turbo, Unitrac, and Gerken from the scope of such firm's audit of internal control over financial reporting, included therein, and incorporated herein by reference, Such financial statements referred to above are incorporated herein by reference in reliance upon such reports given on the authority of such firms as experts in accounting and auditing.

The audited financial statements of Faiveley Transport S.A. as of December 31, 2016 and November 30, 2016, and the results of operations and cash flows for the period from November 30, 2016 to December 31, 2016, not separately incorporated by reference in this offering memorandum, have been audited by PricewaterhouseCoopers Audit, an independent registered public accounting firm, whose report thereon is incorporated by reference herein. The audited financial statements of Westinghouse Air Brake Technologies Corporation to the extent they relate to Faiveley Transport S.A. have been so included in reliance on the report of such independent registered public accounting firm given on the authority of said firm as experts in auditing and accounting.

The audited consolidated financial statements of Faiveley Transport S.A. included in Exhibit 99.1 of Westinghouse Air Brake Technologies Corporation's Form 8-K/A dated February 14, 2017 have been incorporated in reliance on the report of PricewaterhouseCoopers Audit, an independent registered public accounting firm, given on the authority of such firm as experts in auditing and accounting.

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the SEC under the Exchange Act. You may inspect without charge any documents filed by us at the SEC's public reference room at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. You may obtain information on the operation of the public reference room by calling the SEC at 1-800-SEC-0330. The SEC also maintains an Internet site, www.sec.gov, that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC, including Arch Coal, Inc. Our common stock is traded on the New York Stock Exchange. You may also inspect the information we file with the SEC at the New York Stock Exchange's offices at 20 Broad Street, New York, NY 10005. Information about us is also available at www.wabtec.com. The information on our Internet site is not a part of this prospectus.

We are "incorporating by reference" into this prospectus the information we file with the SEC. This means that we are disclosing important information to you by referring you to these documents filed with the SEC. The information incorporated by reference is considered part of this prospectus, and information filed with the SEC subsequent to this prospectus and prior to the termination of this exchange offer will automatically be deemed to update and supersede this information. We incorporate by reference into this prospectus the documents listed below and any filing that we will make with the SEC in the future under Section 13(a), 13(c), 14 or 15(d) of the Exchange Act, including such documents filed with the SEC by us after the date of this prospectus and prior to the time we complete the exchange offer (excluding any portions of such documents that have been "furnished" but not "filed" for purposes of the Exchange Act):

Our SEC Filings (File No. 1-12001)	Period for or Date of Filing
Annual Report on Form 10-K	Year ended December 31, 2016
Quarterly Report on Form 10-Q	Quarter ended March 31, 2017
Current Reports on Form 8-K or Form 8-K/A	February 6 and 14, March 13 (two filings), and May 15, 2017
The portions of our Definitive Proxy Statement on Schedule 14A that are deemed "filed" with the SEC under the Exchange Act	March 31, 2017

Pursuant to General Instruction B of Form 8-K, any information submitted under Item 2.02, Results of Operations and Financial Condition, or Item 7.01, Regulation FD Disclosure, of Form 8-K is not deemed to be "filed" for the purpose of Section 18 of the Exchange Act, and we are not subject to the liabilities of Section 18 with respect to information submitted under Item 2.02 or Item 7.01 of Form 8-K. We are not incorporating by reference any information submitted under Item 2.02 or Item 7.01 of Form 8-K into this prospectus.

Statements contained in this prospectus as to the contents of any contract, agreement or other document referred to in this prospectus do not purport to be complete, and where reference is made to the particular provisions of that contract, agreement or other document, those references are qualified in all respects by reference to all of the provisions contained in that contract or other document.

Any statement contained in a document incorporated by reference into this prospectus will be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained herein, therein or in any other subsequently filed document which also is incorporated by reference into this prospectus modifies or supersedes that statement. Any such statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this prospectus. You should not assume that the information in this prospectus is accurate as of any date other than the date of this prospectus or that the information incorporated by reference into this prospectus is accurate as of any date other than the date of the document being incorporated by reference.

We will provide without charge, upon written or oral request, a copy of any or all of the documents that are incorporated by reference into this prospectus and a copy of any or all other contracts, agreements or documents which are referred to in this prospectus. Requests should be directed to David L. DeNinno, Esq., Executive Vice President, General Counsel and Secretary, Westinghouse Air Brake Technologies Corporation, 1001 Air Brake Avenue, Wilmerding, Pennsylvania 15148-0001; telephone number: (412) 825-1000.

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Offer to Exchange

Up to $750,000,000 aggregate principal amount of
3.450% Senior Notes due 2026 (CUSIP No. 960386 AL4)
which have been registered under the Securities Act of 1933, as amended
for
Any and All of Our Outstanding 3.450% Senior Notes due 2026
(CUSIP Nos. 960386 AJ9 and U96036 AB1)

The exchange offer will expire at 5:00 p.m., New York City time,
on , 2017, unless earlier terminated or extended.

PROSPECTUS
, 2017

DEALER PROSPECTUS DELIVERY OBLIGATION

Until , 2017, all dealers that effect transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotment of subscriptions.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. ***Indemnification of Directors and Officers.***

The following summary is qualified in its entirety by reference to the complete text of any statutes referred to below and the Restated Certificate of Incorporation, as amended (the “Certificate of Incorporation”), and Amended and Restated By-laws (the “By-Laws”) of Westinghouse Air Brake Technologies Corporation, a Delaware corporation (“Wabtec” or the “Company”).

1. *Section 145 of the Delaware General Corporation Law (“DGCL”).* Section 145 of the DGCL provides that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the corporation and with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, had reasonable cause to believe that the person’s conduct was unlawful.

Section 145 also provides that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit, if the person acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

To the extent that a former or present director or officer of the corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to above, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys’ fees) actually and reasonably incurred by such person in connection therewith.

Any such indemnification (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that the indemnification of the present or former director, officer, employee or agent is proper in the circumstances because such person has met the applicable standard of conduct set forth above. Such determination shall be made:

(1) by a majority vote of the directors who were not parties to such action, suit or proceeding, even though less than a quorum; or

(2) by a committee of such directors designated by a majority vote of such directors, even though less than a quorum; or

(3) if there are no such directors, or, if such directors so direct, by independent legal counsel in a written opinion; or

(4) by the stockholders.

Section 145 permits a Delaware business corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity or arising out of such person's status as such, whether or not the corporation would have the power to indemnify such person against such liability.

2. *Section 102(b)(7) of the DGCL*. Section 102(b)(7) of the DGCL provides that a corporation may set forth in its certificate of incorporation a provision eliminating or limiting the personal liability of a director to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided that such provision shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL regarding the unlawful payment of dividends or approval of unlawful stock repurchases or redemptions, or (iv) for any transaction from which the director derived an improper personal benefit. No such provision shall eliminate or limit the liability of a director for any act or omission occurring prior to the date when such provision becomes effective (in the case of Wabtec, October 19, 1989). As noted in paragraph 3 below, the Certificate of Incorporation includes a provision contemplated by Section 102(b)(7) of the DGCL.

3. *Certificate of Incorporation Provision on Liability of Directors*. The Certificate of Incorporation provides that no Wabtec director shall be personally liable to Wabtec or any of its stockholders for monetary damages for breach of a fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to Wabtec or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the DGCL, or (iv) for any transactions from which a director derived an improper personal benefit.

4. *Indemnification By-Law*. Section 1 of Article VIII of the By-Laws provides that Wabtec shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of Wabtec) by reason of the fact that he is or was a director or officer of Wabtec, or is or was a director or officer of the Wabtec enterprise, against expenses (including attorneys' fees), payments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of Wabtec, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by payment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of Wabtec, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2 of Article VIII of the By-Laws provides that Wabtec shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of Wabtec to procure a judgment in its favor by reason of the fact that he is or was a director or officer of Wabtec, or is or was a director or officer of Wabtec serving at the request of Wabtec as a director or officer of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against expenses

(including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of Wabtec; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to Wabtec unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 3 of Article VIII of the By-Laws provides that any indemnification under Article VIII (unless ordered by a court) shall be made by Wabtec only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of Article VIII, as the case may be. Such determination shall be made (i) by a majority of the vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (ii) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director or officer of Wabtec has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 8 of Article VIII of the By-Laws provides that Wabtec may purchase or maintain insurance on behalf of any person who is or was a director or officer of Wabtec, or is or was a director of Wabtec serving at the request of Wabtec as a director or officer of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not Wabtec would have the right or obligation to indemnify him against such liability.

5. *Director and Officer Liability Insurance*. Wabtec maintains director and officer liability insurance covering its directors and officers with respect to certain liabilities which they may incur in connection with their serving as such.

Item 21. ***Exhibits and Financial Statement Schedules***

(a) Exhibits

The exhibits to this registration statement are listed in the Exhibit Index, which appears elsewhere herein and is incorporated by reference.

Item 22. ***Undertakings.***

The undersigned registrants hereby undertake:

1. To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933, as amended;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from

the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the “Calculation of Registration Fee” table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

2. That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

3. To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

4. That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser, if such registrant is subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

5. That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser: (i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424; (ii) any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant; (iii) the portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and (iv) any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

6. The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant’s annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan’s annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

7. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is therefore unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment

by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933, and will be governed by the final adjudication of such issue.

8. To respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11, or 13 of this Form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

9. To supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Wilmerding, Commonwealth of Pennsylvania on July 19, 2017.

WESTINGHOUSE AIR BRAKE
TECHNOLOGIES CORPORATION

By: /S/ PATRICK D. DUGAN
Name: Patrick D. Dugan
Title: Executive Vice President and Chief Financial Officer

POWER OF ATTORNEY

Each of the undersigned directors and officers of Westinghouse Air Brake Technologies Corporation, a Delaware corporation, do hereby constitute and appoint Patrick D. Dugan and David L. DeNinno, or either of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ ALBERT J. NEUPAVER **Albert J. Neupaver**	Chairman of the Board	July 19, 2017
/s/ RAYMOND T. BETLER **Raymond T. Betler**	President and Chief Executive Officer and Director (Principal Executive Officer)	July 19, 2017
/s/ PATRICK D. DUGAN **Patrick D. Dugan**	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	July 19, 2017
/s/ JOHN A. MASTALERZ **John A. Mastalerz**	Senior Vice President and Principal Accounting Officer (Principal Accounting Officer)	July 19, 2017
/s/ PHILIPPE ALFROID **Philippe Alfroid**	Director	July 19, 2017

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SIGNATURE	TITLE	DATE
/s/ ROBERT J. BROOKS **Robert J. Brooks**	Director	July 19, 2017
/s/ ERWAN FAIVELEY **Erwan Faiveley**	Director	July 19, 2017
/s/ EMILIO A. FERNANDEZ **Emilio A. Fernandez**	Director	July 19, 2017
/s/ LEE B. FOSTER, II **Lee B. Foster, II**	Director	July 19, 2017
/s/ LINDA HARTY **Linda Harty**	Director	July 19, 2017
/s/ BRIAN P. HEHIR **Brian P. Hehir**	Director	July 19, 2017
/s/ MICHAEL W. D. HOWELL **Michael W. D. Howell**	Director	July 19, 2017
/s/ WILLIAM E. KASSLING **William E. Kassling**	Director	July 19, 2017
/s/ STEPHANE RAMBAUD-MEASSON **Stephane Rambaud-Measson**	Director	July 19, 2017
/s/ NICKOLAS W. VANDE STEEG **Nickolas W. Vande Steeg**	Director	July 19, 2017

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Wilmerding, Commonwealth of Pennsylvania on July 19, 2017.

AERO TRANSPORTATION PRODUCTS, INC.

By: /S/ PATRICK D. DUGAN
Name: Patrick D. Dugan
Title: Vice President and Treasurer

POWER OF ATTORNEY

Each of the undersigned directors and officers of Aero Transportation Products, Inc., a Missouri corporation, do hereby constitute and appoint Patrick D. Dugan and David L. DeNinno, or either of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ PATRICK D. DUGAN **Patrick D. Dugan**	Vice President and Treasurer and Director (Principal Executive, Financial and Accounting Officer)	July 19, 2017
/s/ DAVID M. SEITZ **David M. Seitz**	Director	July 19, 2017
/s/ MICKEY KORZENIOWSKI **Mickey Korzeniowski**	Director	July 19, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Wilmerding, Commonwealth of Pennsylvania on July 19, 2017.

BARBER STEEL FOUNDRY CORP.

By: /S/ PATRICK D. DUGAN
Name: Patrick D. Dugan
Title: Vice President, Finance

POWER OF ATTORNEY

Each of the undersigned directors and officers of Barber Steel Foundry Corp., a Delaware corporation, do hereby constitute and appoint Patrick D. Dugan and David L. DeNinno, or either of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ PATRICK D. DUGAN **Patrick D. Dugan**	Vice President, Finance and Director (Principal Executive, Financial and Accounting Officer)	July 19, 2017
/s/ DAVID M. SEITZ **David M. Seitz**	Director	July 19, 2017
/s/ DAVID L. DENINNO **David L. DeNinno**	Director	July 19, 2017

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Wilmerding, Commonwealth of Pennsylvania on July 19, 2017.

DUROX COMPANY

By: /S/ PATRICK D. DUGAN
Name: Patrick D. Dugan
Title: Vice President, Finance

POWER OF ATTORNEY

Each of the undersigned directors and officers of Durox Company, an Ohio corporation, do hereby constitute and appoint Patrick D. Dugan and David L. DeNinno, or either of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ PATRICK D. DUGAN **Patrick D. Dugan**	Vice President, Finance (Principal Executive, Financial and Accounting Officer)	July 19, 2017
/s/ DAVID M. SEITZ **David M. Seitz**	Director	July 19, 2017
/s/ KEITH P. HILDUM **Keith P. Hildum**	Director	July 19, 2017

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Wilmerding, Commonwealth of Pennsylvania on July 19, 2017.

G&B SPECIALTIES, INC.

By: /S/ PATRICK D. DUGAN
Name: Patrick D. Dugan
Title: Vice President, Finance

POWER OF ATTORNEY

Each of the undersigned directors and officers of G&B Specialties, Inc., a Pennsylvania corporation, do hereby constitute and appoint Patrick D. Dugan and David L. DeNinno, or either of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ PATRICK D. DUGAN **Patrick D. Dugan**	Vice President, Finance (Principal Executive, Financial and Accounting Officer)	July 19, 2017
/S/ DAVID M. SEITZ **David M. Seitz**	Director	July 19, 2017
/S/ KEITH P. HILDUM **Keith P. Hildum**	Director	July 19, 2017

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Wilmerding, Commonwealth of Pennsylvania on July 19, 2017.

LONGWOOD ELASTOMERS, INC.

By: /s/ PATRICK D. DUGAN
Name: Patrick D. Dugan
Title: Vice President, Finance

POWER OF ATTORNEY

Each of the undersigned directors and officers of Longwood Elastomers, Inc., a Virginia corporation, do hereby constitute and appoint Patrick D. Dugan and David L. DeNinno, or either of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ PATRICK D. DUGAN **Patrick D. Dugan**	Vice President, Finance and Director (Principal Executive, Financial and Accounting Officer)	July 19, 2017
/s/ DAVID M. SEITZ **David M. Seitz**	Director	July 19, 2017
/s/ KEITH P. HILDUM **Keith P. Hildum**	Director	July 19, 2017
/s/ DAVID MEYER **David Meyer**	Director	July 19, 2017

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Wilmerding, Commonwealth of Pennsylvania on July 19, 2017.

LONGWOOD INDUSTRIES, INC.

By: /S/ PATRICK D. DUGAN
Name: Patrick D. Dugan
Title: Vice President, Finance

POWER OF ATTORNEY

Each of the undersigned directors and officers of Longwood Industries, Inc., a New Jersey corporation, do hereby constitute and appoint Patrick D. Dugan and David L. DeNinno, or either of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ PATRICK D. DUGAN **Patrick D. Dugan**	Vice President, Finance and Director (Principal Executive, Financial and Accounting Officer)	July 19, 2017
/s/ DAVID M. SEITZ **David M. Seitz**	Director	July 19, 2017
/s/ KEITH P. HILDUM **Keith P. Hildum**	Director	July 19, 2017
/s/ DAVID MEYER **David Meyer**	Director	July 19, 2017

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Wilmerding, Commonwealth of Pennsylvania on July 19, 2017.

LONGWOOD INTERNATIONAL, INC.

By: /S/ PATRICK D. DUGAN
Name: Patrick D. Dugan
Title: Vice President, Finance

POWER OF ATTORNEY

Each of the undersigned directors and officers of Longwood International, Inc., a Delaware corporation, do hereby constitute and appoint Patrick D. Dugan and David L. DeNinno, or either of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ PATRICK D. DUGAN **Patrick D. Dugan**	Vice President, Finance and Director (Principal Executive, Financial and Accounting Officer)	July 19, 2017
/s/ DAVID M. SEITZ **David M. Seitz**	Director	July 19, 2017
/s/ KEITH P. HILDUM **Keith P. Hildum**	Director	July 19, 2017
/s/ DAVID MEYER **David Meyer**	Director	July 19, 2017

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Wilmerding, Commonwealth of Pennsylvania on July 19, 2017.

MOTIVEPOWER, INC.

By: /S/ PATRICK D. DUGAN
Name: Patrick D. Dugan
Title: Vice President, Finance

POWER OF ATTORNEY

Each of the undersigned directors and officers of MotivePower, Inc., a Delaware corporation, do hereby constitute and appoint Patrick D. Dugan and David L. DeNinno, or either of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ PATRICK D. DUGAN **Patrick D. Dugan**	Vice President, Finance and Director (Principal Executive, Financial and Accounting Officer)	July 19, 2017
/s/ DAVID M. SEITZ **David M. Seitz**	Director	July 19, 2017
/s/ KEITH P. HILDUM **Keith P. Hildum**	Director	July 19, 2017
/s/ RAYMOND T. BETLER **Raymond T. Betler**	Director	July 19, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Wilmerding, Commonwealth of Pennsylvania on July 19, 2017.

RAILROAD CONTROLS, L.P.

By: RCL, L.L.C., its General Partner

By: /S/ PATRICK D. DUGAN

Name: Patrick D. Dugan
Title: Vice President and Treasurer

POWER OF ATTORNEY

Each of the undersigned do hereby constitute and appoint Patrick D. Dugan and David L. DeNinno, or either of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ PATRICK D. DUGAN **Patrick D. Dugan**	Vice President and Treasurer of RCL, L.L.C. (Principal Executive Financial and Accounting Officer)	July 19, 2017
RCL, L.L.C.	General Partner	July 19, 2017

By: /S/ PATRICK D. DUGAN

Name: Patrick D. Dugan
Title: Vice President and Treasurer

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Wilmerding, Commonwealth of Pennsylvania on July 19, 2017.

RAILROAD FRICTION PRODUCTS CORPORATION

By: /S/ PATRICK D. DUGAN
Name: Patrick D. Dugan
Title: Vice President, Finance

POWER OF ATTORNEY

Each of the undersigned directors and officers of Railroad Friction Products Corporation, a Delaware corporation, do hereby constitute and appoint Patrick D. Dugan and David L. DeNinno, or either of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ PATRICK D. DUGAN **Patrick D. Dugan**	Vice President, Finance (Principal Executive, Financial and Accounting Officer)	July 19, 2017
/s/ DAVID M. SEITZ **David M. Seitz**	Director	July 19, 2017
/s/ KEITH P. HILDUM **Keith P. Hildum**	Director	July 19, 2017

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Wilmerding, Commonwealth of Pennsylvania on July 19, 2017.

RCL, L.L.C.

By: /s/ Patrick D. Dugan
Name: Patrick D. Dugan
Title: Vice President and Treasurer

POWER OF ATTORNEY

Each of the undersigned do hereby constitute and appoint Patrick D. Dugan and David L. DeNinno, or either of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ Patrick D. Dugan **Patrick D. Dugan**	Vice President and Treasurer (Principal Executive, Financial and Accounting Officer)	July 19, 2017
RCLP Acquisition LLC	Managing Member	July 19, 2017

By: /s/ Patrick D. Dugan
Name: Patrick D. Dugan
Title: Vice President and Treasurer

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Wilmerding, Commonwealth of Pennsylvania on July 19, 2017.

RICON CORP.

By: /S/ PATRICK D. DUGAN

Name: Patrick D. Dugan
Title: Vice President, Finance

POWER OF ATTORNEY

Each of the undersigned directors and officers of Ricon Corp., a California corporation, do hereby constitute and appoint Patrick D. Dugan and David L. DeNinno, or either of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ PATRICK D. DUGAN **Patrick D. Dugan**	Vice President, Finance (Principal Executive, Financial and Accounting Officer)	July 19, 2017
/s/ DAVID M. SEITZ **David M. Seitz**	Director	July 19, 2017
/s/ KEITH P. HILDUM **Keith P. Hildum**	Director	July 19, 2017

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Wilmerding, Commonwealth of Pennsylvania on July 19, 2017.

SCHAEFER EQUIPMENT, INC.

By: /S/ PATRICK D. DUGAN
Name: Patrick D. Dugan
Title: Vice President, Finance

POWER OF ATTORNEY

Each of the undersigned directors and officers of Schaefer Equipment, Inc., an Ohio corporation, do hereby constitute and appoint Patrick D. Dugan and David L. DeNinno, or either of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ PATRICK D. DUGAN **Patrick D. Dugan**	Vice President, Finance (Principal Executive, Financial and Accounting Officer)	July 19, 2017
/s/ DAVID M. SEITZ **David M. Seitz**	Director	July 19, 2017
/s/ KEITH P. HILDUM **Keith P. Hildum**	Director	July 19, 2017

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Wilmerding, Commonwealth of Pennsylvania on July 19, 2017.

STANDARD CAR TRUCK COMPANY

By: /S/ PATRICK D. DUGAN
Name: Patrick D. Dugan
Title: Vice President, Finance

POWER OF ATTORNEY

Each of the undersigned directors and officers of Standard Car Truck Company, a Delaware corporation, do hereby constitute and appoint Patrick D. Dugan and David L. DeNinno, or either of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ PATRICK D. DUGAN **Patrick D. Dugan**	Vice President, Finance (Principal Executive, Financial and Accounting Officer)	July 19, 2017
/s/ DAVID M. SEITZ **David M. Seitz**	Director	July 19, 2017
/s/ KEITH P. HILDUM **Keith P. Hildum**	Director	July 19, 2017

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Wilmerding, Commonwealth of Pennsylvania on July 19, 2017.

THERMAL TRANSFER ACQUISITION CORPORATION

By: /S/ PATRICK D. DUGAN
Name: Patrick D. Dugan
Title: Vice President and Treasurer

POWER OF ATTORNEY

Each of the undersigned directors and officers of Thermal Transfer Acquisition Corporation, a Delaware corporation, do hereby constitute and appoint Patrick D. Dugan and David L. DeNinno, or either of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ PATRICK D. DUGAN **Patrick D. Dugan**	Vice President and Treasurer and Director (Principal Executive, Financial and Accounting Officer)	July 19, 2017
/s/ DAVID M. SEITZ **David M. Seitz**	Director	July 19, 2017
/s/ MICHAEL E. FETSKO **Michael E. Fetsko**	Director	July 19, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Wilmerding, Commonwealth of Pennsylvania on July 19, 2017.

TRANSTECH OF SOUTH CAROLINA, INC.

By: /S/ PATRICK D. DUGAN
Name: Patrick D. Dugan
Title: Vice President, Finance

POWER OF ATTORNEY

Each of the undersigned directors and officers of TransTech of South Carolina, Inc., a Delaware corporation, do hereby constitute and appoint Patrick D. Dugan and David L. DeNinno, or either of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ PATRICK D. DUGAN **Patrick D. Dugan**	Vice President, Finance and Director (Principal Executive, Financial and Accounting Officer)	July 19, 2017
/s/ DAVID M. SEITZ **David M. Seitz**	Director	July 19, 2017

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Wilmerding, Commonwealth of Pennsylvania on July 19, 2017.

TURBONETICS HOLDINGS, INC.

By: /S/ PATRICK D. DUGAN
Name: Patrick D. Dugan
Title: Vice President, Finance

POWER OF ATTORNEY

Each of the undersigned directors and officers of Turbonetics Holdings, Inc., a Delaware corporation, do hereby constitute and appoint Patrick D. Dugan and David L. DeNinno, or either of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ PATRICK D. DUGAN **Patrick D. Dugan**	Vice President, Finance (Principal Executive, Financial and Accounting Officer)	July 19, 2017
/s/ DAVID M. SEITZ **David M. Seitz**	Director	July 19, 2017
/s/ KEITH P. HILDUM **Keith P. Hildum**	Director	July 19, 2017

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Wilmerding, Commonwealth of Pennsylvania on July 19, 2017.

WABTEC INTERNATIONAL, INC.

By: /S/ PATRICK D. DUGAN
Name: Patrick D. Dugan
Title: Vice President, Finance

POWER OF ATTORNEY

Each of the undersigned directors and officers of Wabtec International, Inc., a Delaware corporation, do hereby constitute and appoint Patrick D. Dugan and David L. DeNinno, or either of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ PATRICK D. DUGAN **Patrick D. Dugan**	Vice President, Finance (Principal Executive, Financial and Accounting Officer)	July 19, 2017
/s/ DAVID M. SEITZ **David M. Seitz**	Director	July 19, 2017
/s/ KEITH P. HILDUM **Keith P. Hildum**	Director	July 19, 2017

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Wilmerding, Commonwealth of Pennsylvania on July 19, 2017.

WABTEC RAILWAY ELECTRONICS, INC.

By: /S/ PATRICK D. DUGAN
Name: Patrick D. Dugan
Title: Vice President, Finance

POWER OF ATTORNEY

Each of the undersigned directors and officers of Wabtec Railway Electronics, Inc., a Delaware corporation, do hereby constitute and appoint Patrick D. Dugan and David L. DeNinno, or either of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ PATRICK D. DUGAN **Patrick D. Dugan**	Vice President, Finance and Director (Principal Executive, Financial and Accounting Officer)	July 19, 2017
/s/ DAVID M. SEITZ **David M. Seitz**	Director	July 19, 2017
/s/ BRUCE BEVERIDGE **Bruce Beveridge**	Director	July 19, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Wilmerding, Commonwealth of Pennsylvania on July 19, 2017.

WABTEC RAILWAY ELECTRONICS
MANUFACTURING, INC.

By: /S/ PATRICK D. DUGAN
Name: Patrick D. Dugan
Title: Vice President, Finance

POWER OF ATTORNEY

Each of the undersigned directors and officers of Wabtec Railway Electronics Manufacturing, Inc., a Delaware corporation, do hereby constitute and appoint Patrick D. Dugan and David L. DeNinno, or either of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ PATRICK D. DUGAN **Patrick D. Dugan**	Vice President, Finance and Director (Principal Executive, Financial and Accounting Officer)	July 19, 2017
/s/ DAVID M. SEITZ **David M. Seitz**	Director	July 19, 2017
/s/ BRUCE BEVERIDGE **Bruce Beveridge**	Director	July 19, 2017

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Wilmerding, Commonwealth of Pennsylvania on July 19, 2017.

WORKHORSE RAIL, LLC

By: /s/ KEITH P. HILDUM
Name: Keith P. Hildum
Title: Vice President and Treasurer

POWER OF ATTORNEY

Each of the undersigned directors and officers of Workhorse Rail, LLC, a Pennsylvania limited liability company, do hereby constitute and appoint Patrick D. Dugan and David L. DeNinno, or either of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ KEITH P. HILDUM **Keith P. Hildum**	Vice President and Treasurer and Director (Principal Executive, Financial and Accounting Officer)	July 19, 2017
/s/ DAVID M. SEITZ **David M. Seitz**	Director	July 19, 2017

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Wilmerding, Commonwealth of Pennsylvania on July 19, 2017.

XORAIL, INC.

By: /S/ PATRICK D. DUGAN
Name: Patrick D. Dugan
Title: Vice President, Finance

POWER OF ATTORNEY

Each of the undersigned directors and officers of Xorail, Inc., a Florida corporation, do hereby constitute and appoint Patrick D. Dugan and David L. DeNinno, or either of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ PATRICK D. DUGAN **Patrick D. Dugan**	Vice President, Finance (Principal Executive, Financial and Accounting Officer)	July 19, 2017
/s/ DAVID M. SEITZ **David M. Seitz**	Director	July 19, 2017
/s/ KEITH P. HILDUM **Keith P. Hildum**	Director	July 19, 2017

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Wilmerding, Commonwealth of Pennsylvania on July 19, 2017.

YOUNG TOUCHSTONE COMPANY

By: /S/ PATRICK D. DUGAN
Name: Patrick D. Dugan
Title: Vice President, Finance

POWER OF ATTORNEY

Each of the undersigned directors and officers of Young Touchstone Company, a Wisconsin corporation, do hereby constitute and appoint Patrick D. Dugan and David L. DeNinno, or either of them, the undersigned's true and lawful attorneys and agents, with full power of substitution and resubstitution in each, to do any and all acts and things in our name and on our behalf in our respective capacities as directors and officers and to execute any and all instruments for us and in our names in the capacities indicated below, which said attorneys and agents, or either of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments, whether pursuant to Rule 462(b) or otherwise) hereto, and each of the undersigned does hereby ratify and confirm all that said attorneys and agents, or either of them or any substitute, shall do or cause to be done by virtue hereof. This Power of Attorney may be executed in any number of counterparts.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ PATRICK D. DUGAN **Patrick D. Dugan**	Vice President, Finance and Director (Principal Executive, Financial and Accounting Officer)	July 19, 2017
/s/ DAVID M. SEITZ **David M. Seitz**	Director	July 19, 2017
/s/ KEITH P. HILDUM **Keith P. Hildum**	Director	July 19, 2017
/s/ CHUCK KOVAC **Chuck Kovac**	Director	July 19, 2017

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EXHIBIT INDEX

Exhibit No.	Description
2.1	Offer relating to Faiveley Transport S.A. among Financière Faiveley S.A., Famille Faiveley Participations, François Faiveley, Erwan Faiveley, FW Acquisition, LLC and Wabtec Corporation, dated as of July 27, 2015 (incorporated herein by reference to Exhibit 2.1 to Westinghouse Air Brake Technologies Corporation's Current Report on Form 8-K filed on July 31, 2015).
2.2	Exclusivity Agreement among Financière Faiveley S.A., Famille Faiveley Participations, François Faiveley, Erwan Faiveley, FW Acquisition, LLC and Wabtec Corporation, dated as of July 27, 2015 (incorporated herein by reference to Exhibit 2.2 to Westinghouse Air Brake Technologies Corporation's Current Report on Form 8-K filed on July 31, 2015).
2.3	Share Purchase Agreement among Financière Faiveley S.A., Famille Faiveley Participations, François Faiveley, Erwan Faiveley, FW Acquisition, LLC and Wabtec Corporation, dated as of October 6, 2015 (incorporated herein by reference to Exhibit 2.1 to Westinghouse Air Brake Technologies Corporation's Current Report on Form 8-K filed on October 7, 2015).
2.4	Tender Offer Agreement among Faiveley Transport S.A., FW Acquisition, LLC and Wabtec Corporation, dated as of October 6, 2015 (incorporated herein by reference to Exhibit 2.2 to Westinghouse Air Brake Technologies Corporation's Current Report on Form 8-K filed on October 7, 2015).
2.5	Shareholder's Agreement among Financière Faiveley S.A., FW Acquisition, LLC and Wabtec Corporation, dated as of October 6, 2015 (incorporated herein by reference to Exhibit 2.3 to Westinghouse Air Brake Technologies Corporation's Current Report on Form 8-K filed on October 7, 2015).
2.6	Amendment No. 1 to Share Purchase Agreement among Erwan Faiveley, as Shareholders' Representative, Wabtec France and Wabtec Corporation, dated as of October 24, 2016 (incorporated herein by reference to Exhibit 2.1 to Westinghouse Air Brake Technologies Corporation's Current Report on Form 8-K filed on October 26, 2016).
2.7	Amendment No. 1 to Tender Offer Agreement among Faiveley Transport S.A., Wabtec France and Wabtec Corporation, dated as of October 24, 2016 (incorporated herein by reference to Exhibit 2.2 to Westinghouse Air Brake Technologies Corporation's Current Report on Form 8-K filed on October 26, 2016).
2.8	Amendment No. 1 to Shareholder's Agreement between Wabtec Corporation and Erwan Faiveley, as Shareholders' Representative, dated as of October 24, 2016 (incorporated herein by reference to Exhibit 2.6 to Westinghouse Air Brake Technologies Corporation's Current Report on Form 8-K filed on October 26, 2016).
3.1	Restated Certificate of Incorporation of Westinghouse Air Brake Technologies Corporation. (incorporated herein by reference to Exhibit 3.1 to Westinghouse Air Brake Technologies Corporation's Annual Report on Form 10-K for the year ended December 31, 2010).
3.2	Certificate of Amendment of Restated Certificate of Incorporation of Westinghouse Air Brake Technologies Corporation (incorporated herein by reference to Exhibit 3.1 to Westinghouse Air Brake Technologies Corporation's Current Report on Form 8-K filed on May 15, 2013).
3.3	Amended and Restated By-Laws of Westinghouse Air Brake Technologies Corporation, effective May 14, 2014 (incorporated herein by reference to Exhibit 3.2 to Westinghouse Air Brake Technologies Corporation's Current Report on Form 8-K filed on May 19, 2014).
* 3.4	Articles of Incorporation, as amended, of Aero Transportation Products, Inc.
* 3.5	Bylaws of Aero Transportation Products, Inc.
* 3.6	Certificate of Incorporation of Barber Steel Foundry Corp.

Exhibit No.	Description
* 3.7	Bylaws of Barber Steel Foundry Corp.
* 3.8	Articles of Incorporation, as amended, of Durox Company.
* 3.9	Amended and Restated Bylaws of Durox Company
* 3.10	Articles of Incorporation of G&B Specialties, Inc.
* 3.11	Amended and Restated Bylaws of G&B Specialties, Inc.
* 3.12	Articles of Incorporation of Longwood Elastomers, Inc.
* 3.13	Bylaws of Longwood Elastomers, Inc.
* 3.14	Restated Certificate of Incorporation, as amended, of Longwood Industries, Inc.
* 3.15	By-Laws of Longwood Industries, Inc.
* 3.16	Certificate of Incorporation of Longwood International, Inc.
* 3.17	By-Laws of Longwood International, Inc.
* 3.18	Certificate of Incorporation, as amended, of MotivePower, Inc.
* 3.19	Amended and Restated Bylaws of MotivePower, Inc.
* 3.20	Certificate of Limited Partnership, as amended, of Railroad Controls, L.P.
* 3.21	Agreement of Limited Partnership of Railroad Controls, L.P.
* 3.22	Certificate of Incorporation of Railroad Friction Products Corporation.
* 3.23	Amended and Restated Bylaws of Railroad Friction Products Corporation.
* 3.24	Articles of Organization of RCL, L.L.C.
* 3.25	Operating Agreement of RCL, L.L.C.
* 3.26	Restated Articles of Incorporation of Ricon Corp.
* 3.27	Amended and Restated Bylaws of Ricon Corp.
* 3.28	Articles of Incorporation of Schaefer Equipment, Inc.
* 3.29	Amended and Restated Bylaws of Schaefer Equipment, Inc.
* 3.30	Amended and Restated Certificate of Incorporation of Standard Car Truck Company.
* 3.31	Amended and Restated Bylaws of Standard Car Truck Company.
* 3.32	Certificate of Incorporation, as amended, of Thermal Transfer Acquisition Corporation.
* 3.33	Bylaws of Thermal Transfer Acquisition Corporation.
* 3.34	Certificate of Incorporation, as amended, of TransTech of South Carolina, Inc.
* 3.35	By-Laws of TransTech of South Carolina, Inc.
* 3.36	Amended and Restated Certificate of Incorporation of Turbonetics Holdings, Inc.
* 3.37	Bylaws of Turbonetics Holdings, Inc.
* 3.38	Certificate of Incorporation of Wabtec International, Inc.
* 3.39	Amended and Restated Bylaws of Wabtec International, Inc.
* 3.40	Certificate of Incorporation of Wabtec Railway Electronics, Inc.
* 3.41	Bylaws of Wabtec Railway Electronics, Inc.

Exhibit No.	Description
* 3.42	Certificate of Incorporation of Wabtec Railway Electronics Manufacturing, Inc.
* 3.43	Bylaws of Wabtec Railway Electronics Manufacturing, Inc.
*3.44	Certificate of Organization of Workhorse Rail, LLC.
*3.45	Amended and Restated Operating Agreement of Workhorse Rail, LLC.
*3.46	Articles of Incorporation, as amended, of Xorail, Inc.
*3.47	Amended and Restated Bylaws of Xorail, Inc.
*3.48	Articles of Organization, as amended, of Young Touchstone Company.
*3.49	Bylaws of Young Touchstone Company.
4.1	Indenture, dated as of August 8, 2013, by and between Westinghouse Air Brake Technologies Corporation and Wells Fargo Bank, National Association, as trustee (incorporated herein by reference to Exhibit 4.1 to Westinghouse Air Brake Technologies Corporation's Current Report on Form 8-K filed on August 8, 2013).
4.2	First Supplemental Indenture, dated as of August 8, 2013, by and between Westinghouse Air Brake Technologies Corporation and Wells Fargo Bank, National Association, as trustee (incorporated herein by reference to Exhibit 4.2 to Westinghouse Air Brake Technologies Corporation's Current Report on Form 8-K filed on August 8, 2013).
4.3	Form of 4.375% Senior Note due 2023 (included in Exhibit 4.2).
4.4	Second Supplemental Indenture, dated as of November 3, 2016, by and among Westinghouse Air Brake Technologies Corporation, the subsidiary guarantors named therein and Wells Fargo Bank, National Association, as trustee (incorporated herein by reference to Exhibit 4.2 to Westinghouse Air Brake Technologies Corporation's Current Report on Form 8-K filed on November 3, 2016).
4.5	Third Supplemental Indenture, dated as of November 3, 2016, by and among Westinghouse Air Brake Technologies Corporation, the subsidiary guarantors named therein and Wells Fargo Bank, National Association, as trustee (incorporated herein by reference to Exhibit 4.3 to Westinghouse Air Brake Technologies Corporation's Current Report on Form 8-K filed on November 3, 2016).
4.6	Form of 4.375% Senior Note due 2023 (included in Exhibit 4.5).
4.7	Registration Rights Agreement, dated as of November 3, 2016, by and among Westinghouse Air Brake Technologies Corporation, the subsidiary guarantors named therein and J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and PNC Capital Markets LLC, as representatives of the several initial purchasers named therein (incorporated herein by reference to Exhibit 4.3 to Westinghouse Air Brake Technologies Corporation's Current Report on Form 8-K filed on November 3, 2016).
4.8	Fourth Supplemental Indenture, dated as of February 9, 2017, by and among Westinghouse Air Brake Technologies Corporation, the subsidiary guarantors named therein and Wells Fargo Bank, National Association, as trustee (incorporated herein by reference to Exhibit 4.9 to Westinghouse Air Brake Technologies Corporation's Current Report on Form 8-K filed on November 3, 2016).
4.9	Fifth Supplemental Indenture, dated as of April 28, 2017, by and among Westinghouse Air Brake Technologies Corporation, the subsidiary guarantors named therein and Wells Fargo Bank, National Association, as trustee (incorporated herein by reference to Exhibit 4.1 to Westinghouse Air Brake Technologies Corporation's Current Report on Form 10-Q filed on May 4, 2017).
*4.10	Sixth Supplemental Indenture, dated as of June 21, 2017, by and among Westinghouse Air Brake Technologies Corporation, the subsidiary guarantors named therein and Wells Fargo Bank, National Association, as trustee.
*5.1	Opinion of K&L Gates LLP.
*5.2	Opinion of Dinsmore & Shohl LLP.

Table of Contents

Exhibit No.	Description
*12.1	Statement Regarding Computation of Ratio of Earnings to Fixed Charges.
*23.1	Consent of Ernst & Young LLP.
*23.2	Consent of PricewaterhouseCoopers Audit.
23.3	Consent of K&L Gates LLP (included in Exhibit 5.1).
23.4	Consent of Dinsmore & Shohl LLP (included in Exhibit 5.2).
24.1	Powers of Attorney with respect to Westinghouse Air Brake Technologies Corporation. and the co-registrants (included on respective signature pages).
*25.1	Statement of Eligibility on Form T-1.
*99.1	Form of Letter of Transmittal.
*99.2	Form of Notice of Guaranteed Delivery.
*99.3	Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
*99.4	Form of Letter to Clients.
*99.5	Unaudited pro forma condensed combined financial information of Westinghouse Air Brake Technologies Corporation for the year ended December 31, 2016.

* Filed herewith

State of Missouri
Matt Blunt, Secretary of State

Corporations Division
P.O. Box 778 / 600 W. Main Street, Rm 322
Jefferson City, MO 65102

Statement of Change of Business Office Address
by a Registered Agent of a
Foreign or Domestic For Profit or Nonprofit Corporation or a Limited Liability Company

Instructions

1. This form is to be used by either a for profit or nonprofit corporation or a limited liability company to change either or both the name of its registered agent and/or the address of its existing registered agent.
2. There is a S10.00 fee for filing this statement.
3. P.O. Box may only be used in conjunction with a physical street address.
4. Agent and address must be in the State of Missouri.
5. The corporation may not act as its own agent.

Charter No. 00205138

1. The name of the business entity is:

   AERO TRANSPORTATION PRODUCTS, INC. F/K/A AERO PLASTICS OF KANSAS CITY, INC.

2. The name of the registered agent is: M & H Agent Services, Inc.

3. The address, including street number, of the present business office of the registered agent is: 2600 Grand Avenue, Kansas City, Missouri 64108

   2600 Grand Avenue, Kansas City, Missouri 64108
   Address *City/State/Zip*

4. The address, including street number, of the business office of the registered agent is hereby changed to:

   1201 Walnut Street, Suite 2900, Kansas City, Missouri 64106
   Address (*P.O. Box may only be used in conjunction with a physical street address*) *City/State/Zip*

5. Notice in writing of the change has been mailed by the registered agent to the business entity named above.
6. The address of the registered office of the business entity named above and the business office of the registered agent, as changed, is identical.

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

/s/ Cheryl M. Duren	Cheryl M. Duren	9/03/04
Authorized Signature of Registered Agent	*Printed Name*	*month/day/year*

Name and address to return filed document:

Name: Cheryl Duren c/o Stinson Morrison Hecker LLP
Address: 1201 Walnut Street, Suite 2900
City, State, and Zip Code: Kansas City. MO 64106

Form 61
1/85

Corporations Division
P.O. Box 778, Jefferson City, MO 65102

James C. Kirkpatrick State Information Center
600 W. Main Street, Rm 322, Jefferson City, MO 65101

Statement of Change of Registered Agent and/or
Registered Office
By a Foreign or Domestic For Profit or Nonprofit Corporation

Instructions

1. This form is to be used by either a for profit or nonprofit corporation to change either or both the name of its registered agent and/or the address of its existing registered agent.
2. There is a $10.00 fee for filing this statement. It must be filed in DUPLICATE.
3. P.O. Box may only be used in conjunction with a physical street address.
4. Agent and address must be in the state of Missouri.
5. The corporation may not act as its own agent.

Charter No. 00205138

(1) The name of the corporation is: Aero Transportation Products, Inc.

(2) The address, including street and number, of its **present** registered office (before change) is:

2600 Grand Avenue, Kansas City, Missouri 64108
Address **City/State/Zip**

(3) The address, including street and number, of its registered office is hereby **changed to:**

2600 Grand Avenue, Kansas City, Missouri 64108
Address (P.O. Box may only be used in conjunction with a physical street address) **City/State/Zip**

(4) The name of its **present** registered agent (before change) is: William A. Hirsch

(5) The name of the **new** registered agent is: M & H Agent Services, Inc.

Authorized signature of **new** registered agent must appear below:

/s/ Susan B. Strong
(*May attach separate originally execute written consent to this form in lieu of this signature)*

(6) The address of its registered office and the address of the office of its registered agent, as changed, will be identical.

(7) The change was authorized by resolution duly adopted by the board of directors.

In affirmation of the facts stated above,

/s/Paul T. Lyon	Paul T. Lyon
(*Authorized signature of officer or, if applicable, chairman of the board*)	(*Printed Name*)
Chairman	3-10-02
(*Title*)	(*month/day/year*)

Corp. #59 (11/00)

STATE OF MISSOURI
OFFICE OF SECRETARY OF STATE
JEFFERSON CITY 65102

314/751-4609

STATEMENT OF CHANGE IN NUMBER OF DIRECTORS

Sections 351.055(6), 351.085.1(4) and 351.315.3 RSMo

No filing fee - File one copy

Corporate Charter No. 00205138

1. The name of the corporation is Aero Transportation Products, Inc.

   ____

   The name under which it was originally organized was Aero Plastics of Kansas City, Inc.

2. Effective December 5, 1991 , the number of persons constituting its board of directors was changed from five (5) to three (3)

/s/ *Paul T. Lyon*
Corporate Officer

December 12, 1991
Date

STATE OF MISSOURI
OFFICE OF SECRETARY OF STATE
JEFFERSON CITY 65102

ROY D. BLUNT
SECRETARY OF STATE

314/751-4609

December 17, 1991

ATP
AERO TRANSPORTATION PRODUCTS, INC.
PO BOX 1058
INDEPENDENCE MISSOURI 64051 0558

Re: AERO TRANSPORTATION PRODUCTS, INC. (00205138)

Dear Corporation:

This is to advise that on the above date we have filed for record in this office a Statement of Change in the number of directors from five (5) to three (3) . (Pursuant to Chapter 351.055(6) and 351.085.2(4) RSMo.)

Very truly yours,

ROY D. BLUNT
Secretary of State

Corporation Division
Amendment Desk

Ltr. #62

STATEMENT OF CHANGE OF BUSINESS OFFICE
OF A REGISTERED AGENT
OF A FOREIGN OR DOMESTIC CORPORATION

To: Secretary of State
P. O. Box 778
Jefferson City, Missouri 65102

Charter No.205138

The undersigned registered agent, for the purpose of changing its business office in Missouri as provided by the provisions of "The General and Business Corporation Act in Missouri," represents that:

1. The name of the corporation (in Missouri) is Aero Transportation Products, Inc.

2. The name of this registered agent is William A. Hirsch.

3. The address, including street number, if any, of the PRESENT business office of the registered agent is 1700 Bryant Building, 1102 Grand Avenue, Kansas City, Missouri 64106.

4. The address, including street number, if any, of the business office of the registered agent is hereby CHANGED TO 2600 Grand Avenue, Kansas City, Missouri 64108.

5. Notice in writing of the change has been mailed by the registered agent to the corporation named above.

6. The address of the registered office of the corporation named above and the business office of the registered agent, as changed, is identical.

IN WITNESS WHEREOF, the undersigned registered agent has caused this report to be executed this 19th day of July , 1991.

/s/ William A. Hirsch
Signature of Registered Agent

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 12th day of July , in the year 1991, before me, Linda L. McClure , a Notary Public in and for said state, personally appeared William A. Hirsch known to me to be the person who executed the within Statement of Change of Business Office and acknowledged to me that he executed the same for the purposes therein stated.

(Notarial Seal)

/s/ *Linda L. McClure*
Notary Public

My Commission Expires:

STATE OF MISSOURI
OFFICE OF SECRETARY OF STATE
JEFFERSON CITY 65102

314/751-4609

STATEMENT OF CHANGE IN NUMBER OF DIRECTORS

Sections 351.055(6), 351.085.1(4) and 351.315.3 RSMo

No filing fee—File one copy

Corporate Charter No. 00205138

1. The name of the corporation is Aero Transportation Products, Inc.

   The name under which it was originally organized was Aero Plastics of Kansas City, Inc.

2. Effective February 19, 1988 , the number of persons constituting its board of directors was changed from three (3)__to five (5)

/s/ Paul T. Lyon
Corporate Officer
Paul T. Lyon
Secretary

7-29-88
Date

Form 61
1/85

ROY D. BLUNT
SECRETARY OF STATE

STATE OF MISSOURI
OFFICE OF SECRETARY OF STATE
JEFFERSON CITY 65102
December 17, 1991

314/751-4609

ATP
AERO TRANSPORTATION PRODUCTS, INC.
PO BOX 1058
INDEPENDENCE MISSOURI 64051 0558

Re: AERO TRANSPORTATION PRODUCTS, INC. (00205138)

Dear Corporation:

This is to advise that on the above date we have filed for record in this office a Statement of Change in the number of directors from three (3) to five (5). (Pursuant to Chapter 351.055(6) and 351.085.2(4) RSMo.)

Very truly yours,

ROY D. BLUNT
Secretary of State

Corporation Division
Amendment Desk

Ltr. #62

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
AERO TRANSPORTATION PRODUCTS, INC.

Pursuant to the General and Business Corporation Law of Missouri, the undersigned corporation hereby certifies the following:

1. The name of the corporation is Aero Transportation Products, Inc., and the name under which it was originally organized was Aero Plastics of Kansas City, Inc.

2. An amendment to the corporation's Articles of Incorporation was adopted by the shareholders on October 28 , 1987.

3. The amendment adopted by the shareholders amends the first sentence of Article Three to read as follows:

> "The aggregate number of shares which the corporation shall have authority to issue shall be 2,300,000 shares, of which 300,000 shares shall be preferred stock having a par value of $1.00 per share, and 2,000,000 shares shall be common stock having a par value of $0.01 per share."

4. At the time this amendment was adopted, the corporation had 5,969 shares of common stock outstanding, all of which were entitled to be voted on the amendment, and 186,892 shares of preferred stock outstanding, none of which was entitled to be voted on the amendment.

5. Of the outstanding shares of stock entitled to be voted on the amendment, 5,969 shares were voted in favor of the amendment and -0- shares were voted against it.

6. The amendment to Article Three of the Articles of Incorporation effects a change in the number and par value of authorized shares of the corporation. Prior to the amendment the number of authorized shares of the corporation was 330,000, of which 300,000 were preferred shares having a par value of $1.00 per share and 30,000 were common shares having a par value of $1.00 per share. The number of shares now authorized is 2,300,000, of which 300,000 are preferred shares having a par value of $1.00 per share and 2,000,000 are common shares having a par value of $0.01 per share. The amendment to Article Three of the Articles of Incorporation does not effect a reduction in the stated capital of the corporation with respect to the corporation's issued shares.

7. All presently issued and outstanding shares of common stock of the corporation shall be exchanged for shares of the new common stock in the ratio of 1 share of present common stock for 170 shares of new common stock. All rights appertaining to the present common stock shall cease and terminate, and the holders thereof shall surrender the certificates therefor to the corporation for cancellation, and receive and accept in lieu thereof certificates of new common stock in exchange for and in substitution of the present common stock.

IN WITNESS WHEREOF, the undersigned President of the corporation has executed this instrument and its Secretary has affixed its corporate seal hereto and attested said seal on the, 28th day of October , 1987.

(CORPORATE SEAL)

AERO TRANSPORTATION PRODUCTS, INC.

ATTEST

By: */s/ Del E. Walker*
Del E. Walker
President

/s/ Paul T. Lyon
Paul T. Lyon
Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

I, J. Lee Bundy a Notary Public, do hereby certify that on this 28th day of, October 1987, personally appeared before me Del E. Walker, who being by me first duly sworn, declared that he is the President of Aero Transportation Products, Inc., that he signed the foregoing document as President of the corporation, and that the statements therein contained are true.

/s/ J. Lee Bundy
Notary Public

(NOTARIAL SEAL)

My Commission Expires:

My Commission Expires:
J. LEE BUNDY
Notary Public - State of Missouri
Commissioned in Jackson County
My Commission Expires May 5, 1989

STATE OF MISSOURI
ROY D. BLUNT, Secretary of State

CORPORATION DIVISION

Certificate of Amendment

WHEREAS, AERO TRANSPORTATION PRODUCTS, INC. a corporation organized under The General and Business Corporation Law has delivered to me a Certificate of Amendment of its Articles of Incorporation and has in all respects complied with the requirements of law governing the amendment of Articles of Incorporation under The General and Business Corporation Law.

NOW, THEREFORE, I, ROY D. BLUNT, Secretary of State of the State of Missouri, do hereby certify that I have filed said Certificate of Amendment as provided by law, and that the Articles of Incorporation of said corporation are amended in accordance therewith.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 2nd day of November 1987.

/s/ Roy D. Blunt
Secretary of State

Fee $________

AMENDMENT OF
ARTICLES OF INCORPORATION
OF AERO PLASTICS OF KANSAS CITY, INC.

Pursuant to the provisions of The General and Business Corporation Law of Missouri", the undersigned corporation hereby certifies the following:

1. The name of the corporation is "Aero Plastics of Kansas City, Inc" which is the name under which it was originally organized.

2. The amendment set forth in paragraph 3 below was adopted in the manner prescribed by "The General and Business Corporation Law of Missouri" by written consent of the shareholders of the corporation dated May 31, 1983.

3. The amendment adopted by the shareholders amends Article One, Article Three and Article Five to read as follows, to-wit:

ARTICLE ONE

The name of the corporation is Aero Transportation Products, Inc.

ARTICLE THREE

The aggregate number of shares which the corporation shall have authority to issue shall be 330,000 shares, of which 300,000 shares shall be preferred stock having a par value of $1.00 per share, and 30,000 shares shall be common stock having a par value of $1.00 per share. The corporation shall not issue any non-voting stock. The preferred stock may be issued from time to time in one or more series in any manner permitted by law as determined from time to time by the Board of Directors and stated in the resolutions providing for the issue thereof adopted by the Board of Directors pursuant to the authority hereby vested in it. Each such series shall have such powers, designation, preferences and rights, and shall be subject to such qualifications, limitations and restrictions thereof as are stated in the resolutions providing for the issue thereof adopted by the Board of Directors, including the following:

(a) the number of shares to constitute such series and the distinctive designation thereof;

(b) the dividend rate on the shares of such series, the dividend payment dates, the periods in respect of which dividends are payable ("dividend periods") whether such dividends shall be cumulative, and if cumulative, the date or dates from which dividends shall accumulate;

(c) whether the shares of such series shall be redeemable, and, if so, the terms and manner of such redemption, including the amount or amounts payable upon the redemption such shares;

(d) whether the shares of such series shall be subject to the operation of retirement or sinking funds to be applied to the purchase or redemption of such shares for retirement and, if such retirement or sinking fund or funds be established, the annual amount thereof and the terms and provisions relative to its operation;

(e) whether the shares of such series shall be convertible into or exchangeable for shares of any other class or classes or of any other series of the same or any other class or classes of stock of the corporation and the price or rate of conversion or exchange, the method, if any, of adjusting the same and any other terms or conditions of such conversion or exchange.

(f) the voting powers, full or limited or both, of the shares of such series;

(g) the amounts, if any, payable on the shares of such series in the event of dissolution or liquidation; and

(h) such other terms, conditions, special rights and protective provisions as the Board of Directors may deem advisable.

No dividend shall be declared and set apart for payment on any series of preferred stock in respect of any dividend period unless there shall like-wise be or have been paid, or declared and set apart for payment, on all shares of preferred stock of each other series entitled to cumulative dividends at the time outstanding which rank equally as to dividends with the series in question, dividends ratably in accordance with the sums which would be payable on the said shares through the end of the last preceding dividend period if all dividends were declared and paid in full.

***

ARTICLE FIVE

The number of directors to constitute the board of directors of the corporation shall be three (3), to be elected by the holders of the common stock of the corporation, except in the event that the corporation is in default in the performance of any of its obligations under the First Amended Plan of Re-organization of Creditors Committee filed February 11, 1983 in the United States Bankruptcy Court for the Western District of Missouri and as it may be amended from time to time, the holders of its common stock shall have the right to elect two of the three directors, and the holders of its preferred stock shall have the right to elect one of the three directors.

4. At the time the foregoing amendment was adopted, there were Five Thousand (5,000) shares of Common Stock of the corporation outstanding, all of which were entitled to vote on the foregoing amendment.

5. The number of shares noted for and against the amendment was as follows:

No. Voted for: 5,000 No. Voted Against: -0

6. The foregoing amendment changed the number of authorized shares having a par value. The amount in dollars of authorized shares having a par value as changed is $330,000, of which $300,000 represents 300,000 shares of preferred stock with a par value of $1.00 per share, and $30,000 represents 30,000 shares of common stock with a par value of $1.00 per share.

7. The foregoing amendment does not provide for an exchange, reclassification, or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class.

IN WITNESS WHEREOF, the undersigned President and Secretary of Aero Plastics of Kansas City, Inc. have executed this instrument and affixed hereto the corporate seal of said corporation on this 26 day of Aug. , 1983.

AERO PLASTICS OF KANSAS CITY, INC.

By *Paul T. Lyon*
President

Donna F. Martin
Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

I, Angie Ganos, a Notary Public, do hereby certify that on this 26th day of August, 1983, personally appeared before me Paul T. Lyon who being by me first duly sworn, declared that he is the President of Aero Plastics of Kansas City, Inc., that he signed the foregoing document acting in said capacity for the corporation and that the statements therein contained are true.

/s/Angie Ganos
Notary Public

My Commission Expires:

ANGIE GANOS
Notary Public - State of Missouri
Commissioned in Jackson County
My Commission Expires Oct. 27, 1986

Oct. 27, 1986

STATE OF MISSOURI
ROY D. BLUNT, Secretary of State

CORPORATION DIVISION

Certificate of Amendment

WHEREAS, **AERO TRANSPORTATION PRODUCTS, INC. (FORMERLY: AERO PLASTICS OF KANSAS CITY, INC.**)
a corporation organized under The General and Business Corporation Law has delivered to me a Certificate of Amendment of its Articles of Incorporation and has in all respects complied with the requirements of law governing the amendment of Articles of Incorporation under The General and Business Corporation Law,

NOW, THEREFORE, I, JAMES C. KIRKPATRICK, Secretary of State of the State of Missouri, do hereby certify that I have filed said Certificate of Amendment as provided by law, and that the Articles of Incorporation of said corporation are amended in accordance therewith.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the GREAT SEAL of the State of Missouri, at the City of Jefferson, this **31st** day of **August**, 19**83**.

/s/ ______________________________
Secretary of state

RECEIVED OF: **AERO TRANSPORTATION PRODUCTS**, **INC**. **ONE HUNDRED SIXTY FIVE DOLLARS** Dollars, $ **165.00** For Credit of General Revenue Fund, on Account of Incorporation Tax and Fee.

/s/ ______________________________
Secretary of state

No, 00205138

CORP. 20 1/82

ARTICLES OF INCORPORATION
OF
AERO PLASTICS OF KANSAS CITY, INC

I, the undersigned, being a natural person of the age of eighteen (18) years or more, for the purpose of forming a corporation under "The General and Business Corporation Act of Missouri", and all amendments thereto, do hereby adopt the following Articles of Incorporation:

ARTICLE ONE

The name of the corporation is AERO PLASTICS OF KANSAS CITY, INC.

ARTICLE TWO

The address of its initial registered office in the State of Missouri is 1700 Bryant Building, Kansas City, Missouri, 64106 and the name of its initial registered agent at such address is William A. Hirsch.

ARTICLE THREE

The aggregate number of shares which the corporation shall have authority to issue shall be Thirty Thousand (30,000) shares of common stock with a par value of One Dollar and No/100 ($1.00) each, amounting in the aggregate to Thirty Thousand And No/100 Dollars ($30,000.00).

Each holder of shares of stock of the corporation shall have a preemptive right to purchase, acquire or subscribe for unissued or treasury shares of stock of the corporation, whether hereby or hereafter authorized, or securities convertible into such shares of stock of the corporation or carrying or evidencing any right to purchase any such shares of stock of any class of the corporation.

ARTICLE FOUR

The name and place of residence of the incorporator is:

Name	Residence
John H. Bracken	6834 Locust Kansas City, Missouri

ARTICLE FIVE

The number of directors to constitute the first board of directors is three (3) who need not be shareholders. The number of directors to constitute any succeeding board of directors shall be fixed by, or in the manner provided in, the Bylaws of the corporation. Any change in the number of directors as provided in the Bylaws of the corporation shall be reported to the Secretary of State of Missouri within thirty (30) calendar days of such change. The names of the directors to constitute the first board of directors are:

Paul T. Lyon
Lewis H. Wiens
Susan F. Wiens

ARTICLE SIX

The duration of the corporation is unlimited and shall be perpetual.

ARTICLE SEVEN

The corporation is formed for the following purposes:

(a) To engage in and conduct the business of manufacturing, producing, preparing, purchasing, selling and otherwise dealing in any and all kinds of plastic products and all related products, whether made from plastic or other materials.

(b) To buy, purchase, manufacture, repair, process, assemble, or otherwise acquire or produce and to sell, exchange, encumber, and otherwise dispose of and generally to deal in and with goods, wares, merchandise, and property of every class and description and to engage generally in a retail or wholesale merchandising business;

(c) To buy, lease, contract for, invest in, or otherwise acquire any real or personal property, or any interest therein, or all or any part of the good will., rights, franchises, property, and business of any person, entity, partnership, association, or corporation, and to pay for the same in cash or in stock of any class, bonds, or other obligations of the corporation or otherwise, to hold, utilize and in any manner dispose of the whole or any part of the rights and property so acquired, to assume in connection therewith any liabilities of any such person, entity, partnership, association, or corporation, and conduct in any lawful manner the whole or any part of the business thus acquired;

(d) To sell, lease, exchange, convey, mortgage, pledge, transfer, assign and deliver, and otherwise dispose of all or any part of the property, assets, and effects of the corporation, and receive in payment therefor cash or stocks, bonds, notes, debentures, or other securities or evidences of indebtedness or obligations of any individual, firm, corporation, company, association, trust, or organization, on such terms and conditions as the board of directors of the corporation shall determine, subject to limitation, restrictions, or requirements imposed by law;

(e) To act as principal, agent, broker, dealer, factor, jobber, commission merchant, or in any representative capacity in transacting any business authorized herein;

(f) To manufacture, buy, sell, exchange, mortgage, encumber, improve, develop, manage, control, assign, transfer, convey, lease, pledge, or otherwise acquire, hold, own, alienate, or dispose of, property of any kind whatsoever, real, personal, or mixed wheresoever situated or any interest therein;

(g) To construct, improve, rebuild, alter, decorate, maintain, manage, control, lease, encumber, or otherwise to acquire, hold, and dispose of and deal in any and all kinds of improvements upon land belonging to this company, or upon other land;

(h) To enter into any lawful arrangements for profit sharing, reciprocal concession, or cooperation, with any corporation, association, partnership, syndicate, entity, person, or governmental, municipal, or public authority, domestic or foreign, in the carrying on of any business which the corporation is authorized to carry on or any business or transactions deemed necessary, convenient, or incidental to carrying out any of the purposes of the corporation;

(i) To lease, purchase, manufacture, or otherwise acquire and to own, hold, mortgage, pledge, assign, transfer, or otherwise dispose of, and generally to deal in and use building materials, tools, equipment, furniture, fixtures, and supplies incident to or useful in connection with the purchase, sale, ownership, construction, maintenance, and management of real estate, buildings, and other structures;

(j) To acquire, hold, sell, use, assign, lease, grant licenses in respect of, mortgage, or otherwise dispose of letters patent of the United States or of any foreign country, patent rights, licenses, and privileges, inventions, improvements and processes, copyrights, trademarks, and tradenames, relating to or useful in connection with any business of the corporation;

(k) To purchase, insofar as the same may be done without impairing the stated capital of the corporation, and to hold, pledge, and reissue shares of its own capital stock, but such shares so acquired and held shall not be entitled to vote, either directly or indirectly, nor to receive dividends;

(l) To purchase, or in any manner acquire, to own and hold, receive, and dispose of the income from, to guarantee, sell, assign, transfer, mortgage, pledge, or otherwise dispose of, and to exercise all of the rights of individual natural persons with respect to any bonds, securities, and evidences of indebtedness of, or shares of stock in any corporation or joint stock company of any state, territory or country, and while the owner of said stock, to exercise all of the rights, powers, and privileges of ownership, including the right to vote thereon;

(m) To purchase, incorporate, and/or cause to be merged, consolidated, reorganized, or liquidated, and to promote, take charge of, and aid, in any way permitted by law, the incorporation, merger, consolidation, or liquidation of any corporation, association, or entity;

(n) To borrow or raise moneys for any of the purposes of the corporation and from time to time, without limit as to amount, to draw, make, accept, endorse, execute, and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures, convertible or non-convertible, and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment thereof and of the interest thereon by mortgage on, or pledge, conveyance, or assignment in trust of the whole or any part of the assets of the corporation, real, personal, or mixed, including contract rights, whether at the time owned or thereafter acquired, and to sell, pledge, or otherwise dispose of such securities or other obligations of the corporation for its corporate purposes;

(o) To enter into, make, perform, and carry out contracts of every sort and kind, for any lawful purpose, with any person, firm, association, or corporation, whether public, private or municipal, or body politic, and with the Government of the United States or any state, territory, or colony thereof, or any foreign government;

(p) To conduct business in all other states, the District of Columbia, the territories, possessions, and dependencies of the United States, and in any or all foreign countries, to have one or more offices out of the State of Missouri, and to hold, purchase, lease, let, mortgage, and convey real and personal property out of said state as well as therein;

(q) To do any and everything necessary or convenient for the accomplishment of any of the purposes or the attainment of any of the objects or the furtherance of any of the powers hereinabove enumerated, either for itself or as agent for any person, firm, or corporation, either alone or in association with other corporations, or with any firm or individual; to engage in any other lawful business or operation deemed advantageous or desirable, and to do any and everything incidental to, growing out of, or germane to any of the foregoing purposes or objects, and to have and exercise all of the powers and rights conferred by the laws of the State of Missouri upon corporations formed under the Act hereinabove referred to, and all acts amendatory thereof and supplemental thereto, it being expressly provided that the foregoing clauses shall be in furtherance and not in limitation of the powers conferred by the laws of the State of Missouri and that the foregoing enumeration of specific powers shall not be held to alter or restrict in any manner the general powers of this corporation.

The objects and purposes specified in the foregoing clauses of this Article Seven shall, except where otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other clause of this or any other Article of these Articles of Incorporation, and shall be construed as powers as well as objects and purposes.

ARTICLE EIGHT

The power to make, alter, amend or repeal the Bylaws of the corporation shall be vested in the board of directors, provided that the paramount power to make, alter, amend or repeal the Bylaws shall be vested in the shareholders, and the power of the board of directors under this Article Eight may be denied by action of the shareholders expressly stipulating that the Bylaws or designated portions thereof may not be altered, amended or repealed by the board of directors.

ARTICLE NINE

Any person, upon becoming the owner or holder of any shares of stock or other securities issued by this corporation, does thereby consent and agree that all rights, powers, privileges, obligations, or restrictions pertaining to such person or such securities in any way may be altered, amended, restricted, enlarged, or repealed by legislative enactments of the State of Missouri or of the United States hereinafter adopted which have reference to or affect this corporation, such securities, or such persons in any way; and that the corporation reserves the right to transact any business of the corporation, to alter, amend, or repeal these Articles of Incorporation, or to do any other act or thing as authorized, permitted, or allowed by such legislative enactments.

ARTICLE TEN

The private property of the shareholders of the corporation shall not be subject to the payment of corporate debts, except to the extent of any unpaid balances of subscriptions for shares.

ARTICLE ELEVEN

(a) The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the corporation, by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation., and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the corporation unless and only to the extent that the court in which such action or suit was brought determines upon application that, despite the adjudication of liability and in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

(c) To the extent that a director, officer, employee or agent of the corporation or a person who is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in paragraphs (a) and (b), or in defense of any claim, issue or matter therein, he shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the action, suit, or proceeding.

(d) Any indemnification under paragraphs (a) and (b), unless ordered by a court, shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in this Article. The determination shall be made (1) by the board of directors by a majority vote of a quorum consisting of directors who

were not parties to the action, suit, or proceeding, or (2) if such a quorum is not obtainable, or even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the shareholders..

(e) Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the corporation in advance of the final disposition of such action, suit, or proceeding as authorized by the board of directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the corporation as authorized in this Article.

(f) The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, bylaw, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such 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 such a person.

(g) The corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of this Article.

(h) For the purpose of this Article, references to "the corporation" include all constituent corporations absorbed in consolidation or merger as well as the resulting or surviving corporation so that any person who is or was a director, officer, employee or agent of such a constituent corporation or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this Article with respect to the resulting or surviving corporation in the same capacity.

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of October, 1978.

/s/ John H. Bracken

(John H. Bracken, Incorporator)

STATE OF MISSOURI]
] ss.
COUNTY OF JACKSON]

I, Donna G. Mouse , a Notary Public, do hereby certify that on the 9th day of October, 1978, personally appeared before me, John H. Bracker who being by me first duly sworn, declared that he is the person who signed the foregoing document as incorporator, and that the statements therein contained are true.

/s/Donna G. Mouse
Notary Public

My Commission Expires:

May 16, 1979

AMENDMENT OF
ARTICLES OF INCORPORATION
OF AERO PLASTICS OF KANSAS CITY, INC.

Pursuant to the provisions of The General and Business Corporation Law of Missouri", the undersigned corporation hereby certifies the following:

1. The name of the corporation is "Aero Plastics of Kansas City, Inc" which is the name under which it was originally organized.

2. The amendment set forth in paragraph 3 below was adopted in the manner prescribed by "The General and Business Corporation Law of Missouri" by written consent of the shareholders of the corporation dated May 31, 1983.

3. The amendment adopted by the shareholders amends Article One, Article Three and Article Five to read as follows, to-wit:

ARTICLE ONE

The name of the corporation is Aero Transportation Products, Inc.

ARTICLE THREE

The aggregate number of shares which the corporation shall have authority to issue shall be 330,000 shares, of which 300,000 shares shall be preferred stock having a par value of $1.00 per share, and 30,000 shares shall be common stock having a par value of $1.00 per share. The corporation shall not issue any non-voting stock. The preferred stock may be issued from time to time in one or more series in any manner permitted by law as determined from time to time by the Board of Directors and stated in the resolutions providing for the issue thereof adopted by the Board of Directors pursuant to the authority hereby vested in it. Each such series shall have such powers, designation, preferences and rights, and shall be subject to such qualifications, limitations and restrictions thereof as are stated in the resolutions providing for the issue thereof adopted by the Board of Directors, including the following:

(a) the number of shares to constitute such series and the distinctive designation thereof;

(b) the dividend rate on the shares of such series, the dividend payment dates, the periods in respect of which dividends are payable ("dividend periods") whether such dividends shall be cumulative, and if cumulative, the date or dates from which dividends shall accumulate;

(c) whether the shares of such series shall be redeemable, and, if so, the terms and manner of such redemption, including the amount or amounts payable upon the redemption such shares;

(d) whether the shares of such series shall be subject to the operation of retirement or sinking funds to be applied to the purchase or redemption of such shares for retirement and, if such retirement or sinking fund or funds be established, the annual amount thereof and the terms and provisions relative to its operation;

(e) whether the shares of such series shall be convertible into or exchangeable for shares of any other class or classes or of any other series of the same or any other class or classes of stock of the corporation and the price or rate of conversion or exchange, the method, if any, of adjusting the same and any other terms or conditions of such conversion or exchange.

(f) the voting powers, full or limited or both, of the shares of such series;

(g) the amounts, if any, payable on the shares of such series in the event of dissolution or liquidation; and

(h) such other terms, conditions, special rights and protective provisions as the Board of Directors may deem advisable.

No dividend shall be declared and set apart for payment on any series of preferred stock in respect of any dividend period unless there shall likewise be or have been paid, or declared and set apart for payment, on all shares of preferred stock of each other series entitled to cumulative dividends at the time outstanding which rank equally as to dividends with the series in question, dividends ratably in accordance with the sums which would be payable on the said shares through the end of the last preceding dividend period if all dividends were declared and paid in full.

ARTICLE FIVE

The number of directors to constitute the board of directors of the corporation shall be three (3), to be elected by the holders of the common stock of the corporation, except in the event that the corporation is in default in the performance of any of its obligations under the First Amended Plan of Re-organization of Creditors Committee filed February 11, 1983 in the United States Bankruptcy Court for the Western District of Missouri and as it may be amended from time to time, the holders of its common stock shall have the right to elect two of the three directors, and the holders of its preferred stock shall have the right to elect one of the three directors.

4. At the time the foregoing amendment was adopted, there were Five Thousand (5,000) shares of Common Stock of the corporation outstanding, all of which were entitled to vote on the foregoing amendment.

5. The number of shares noted for and against the amendment was as follows:

No. Voted for: 5,000 No. Voted Against: -0-

6. The foregoing amendment changed the number of authorized shares having a par value. The amount in dollars of authorized shares having a par value as changed is $330,000, of

which $300,000 represents 300,000 shares of preferred stock with a. par value of $1.00 per share, and $30,000 represents 30,000 shares of common stock with a par value of $1.00 per share.

7. The foregoing amendment does not provide for an exchange, reclassification, or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class.

IN WITNESS WHEREOF, the undersigned President and Secretary of Aero Plastics of Kansas City, Inc. have executed this instrument and affixed hereto the corporate seal of said corporation on this 26 day of Aug, 1983.

AERO PLASTICS OF KANSAS CITY, INC.

By */s/Paul T. Lyon*
President

/s/Donna F. Martin

STATE OF MISSOURI)
)
COUNTY OF JACKSON) ss.

I, Angie Ganos, a Notary Public, do hereby certify that on this 26th day of August, 1983, personally appeared before me Paul T. Lyon who being by me first duly sworn, declared that he is the President of Aero Plastics of Kansas City, Inc., that he signed the foregoing document acting in said capacity for the corporation and that the statements therein contained are true.

/s/Angie Ganos

Notary Public

My Commission Expires:

ANGIE GANOS
Notary Public - State of Missouri
Commissioned in Jackson County
My Commission Expires Oct. 27, 1986

Oct. 27, 1986

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
AERO TRANSPORTATION PRODUCTS, INC.

Pursuant to the General and Business Corporation Law of Missouri, the undersigned corporation hereby certifies the following:

1. The name of the corporation is Aero Transportation Products, Inc., and the name under which it was originally organized was Aero Plastics of Kansas City, Inc.

2. An amendment to the corporation's Articles of Incorporation was adopted by the shareholders on October 28, 1987,

3. The amendment adopted by the shareholders amends the first sentence of Article Three to read as follows:

> "The aggregate number of shares which the corporation shall have authority to issue shall be 2,300,000 shares, of which 300,000 shares shall be preferred stock having a par value of $1.00 per share, and 2,000,000 shares shall be common stock having a par value of $0.01 per share."

4. At the time this amendment was adopted, the corporation had 5,969 shares of common stock outstanding, all of which were entitled to be voted on the amendment, and 186,892 shares of preferred stock outstanding, none of which was entitled to be voted on the amendment.

5. Of the outstanding shares of stock entitled to be voted on the amendment, 5,969 shares were voted in favor of the amendment and -0- shares were voted against it.

6. The amendment to Article Three of the Articles of Incorporation effects a change in the number and par value of authorized shares of the corporation. Prior to the amendment the number of authorized shares of the corporation was 330,000, of which 300,000 were preferred shares having a par value of $1.00 per share and 30,000 were common shares having a par value of $1.00 per share. The number of shares now authorized is 2,300,000, of which 300,000 are preferred shares having a par value of $1.00 per share and 2,000,000 are common shares having a par value of $0.01 per share. The amendment to Article Three of the Articles of Incorporation does not effect a reduction in the stated capital of the corporation with respect to the corporation's issued shares.

7. All presently issued and outstanding shares of common stock of the corporation shall be exchanged for shares of the new common stock in the ratio of 1 share of present common stock for 170 shares of new common stock. All rights appertaining to the present common stock shall cease and terminate, and the holders thereof shall surrender the certificates therefor to the corporation for cancellation, and receive and accept in lieu thereof certificates of new common stock in exchange for and in substitution of the present common stock.

IN WITNESS WHEREOF, the undersigned President of the corporation has executed this instrument and its Secretary has affixed its corporate seal hereto and attested said seal on the 28th day of October , 1987.

(CORPORATE SEAL)

AERO TRANSPORTATION PRODUCTS, INC.

ATTEST

By: */s/Del E. Walker*
Del E. Walker
President

/s/Paul T. Lyon
Paul T. Lyon
Secretary

STATE OF MISSOURI)
)
COUNTY OF JACKSON) ss.

I, J. Lee Bundy a Notary Public, do hereby certify that on this 28th day of, October 1987, personally appeared before me Del E. Walker, who being by me first duly sworn, declared that he is the President of Aero Transportation Products, Inc., that he signed the foregoing document as President of the corporation, and that the statements therein contained are true.

/s/J. Lee Bundy
Notary Public

(NOTARIAL SEAL)

My Commission Expires:

My Commission Expires:
J. LEE BUNDY
Notary Public - State of Missouri
Commissioned in Jackson County
My Commission Expires May 5, 1989

STATEMENT OF CHANGE OF BUSINESS OFFICE
OF A REGISTERED AGENT
OF A FOREIGN OR DOMESTIC CORPORATION

To: Secretary of State
P. O. Box 778
Jefferson City, Missouri 65102

Charter No.205138

The undersigned registered agent, for the purpose of changing its business office in Missouri as provided by the provisions of "The General and Business Corporation Act in Missouri," represents that:

1. The name of the corporation (in Missouri) is Aero Transportation Products, Inc.

2. The name of this registered agent is William A. Hirsch.

3. The address, including street number, if any, of the PRESENT business office of the registered agent is 1700 Bryant Building, 1102 Grand Avenue, Kansas City, Missouri 64106.

4. The address, including street number, if any, of the business office of the registered agent is hereby CHANGED TO 2600 Grand Avenue, Kansas City, Missouri 64108.

5. Notice in writing of the change has been mailed by the registered agent to the corporation named above.

6. The address of the registered office of the corporation named above and the business office of the registered agent, as changed, is identical.

IN WITNESS WHEREOF, the undersigned registered agent has caused this report to be executed this 19th day of July, 1991.

/s/ William A. Hirsch
Signature of Registered Agent

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 12th day of July, in the year 1991, before me, Linda L. McClure, a Notary Public in and for said state, personally appeared William A. Hirsch known to me to be the person who executed the within Statement of Change of Business Office and acknowledged to me that he executed the same for the purposes therein stated.

(Notarial Seal)

/s/Linda L. McClure
Notary Public

My Commission Expires:

My Commission Expires:
LINDA L. McCLURE
Notary Public - State of Missouri
Commissioned in Jackson County
My Commission Expires Oct. 3, 1993

State of Missouri
Matt Blunt, Secretary of State

Corporations Division
P.O. Box 778, Jefferson City, MO 65102

James C. Kirkpatrick State Information Center
600 W. Main Street, Rm 322, Jefferson City, MO 65101

Statement of Change of Registered Agent and/or
Registered Office
By a Foreign or Domestic For Profit or Nonprofit Corporation

Instructions

1. This form is to be used by either a for profit or nonprofit corporation to change either or both the name of its registered agent and/or the address of its existing registered agent.
2. There is a $10.00 fee for filing this statement. It must be filed in DUPLICATE.
3. P.O. Box may only be used in conjunction with a physical street address.
4. Agent and address must be in the state of Missouri.
5. The corporation may not act as its own agent.

Charter No. 00205138

(1) The name of the corporation is: Aero Transportation Products, Inc.

(2) The address, including street and number, of its **present** registered office (before change) is:

2600 Grand Avenue, Kansas City, Missouri 64108
Address **City/State/Zip**

(3) The address, including street and number, of its registered office is hereby **changed to:**

2600 Grand Avenue, Kansas City, Missouri 64108
Address **(P.O. Box may only be used in conjunction with a physical street address)** **City/State/Zip**

(4) The name of its **present** registered agent (before change) is: William A. Hirsch

(5) The name of the **new** registered agent is: M & H Agent Services, Inc.

Authorized signature of **new** registered agent must appear below:

/s/ Susan B. Strong

(May attach separate originally execute written consent to this form in lieu of this signature)

(6) The address of its registered office and the address of the office of its registered agent, as changed, will be identical.

(7) The change was authorized by resolution duly adopted by the board of directors.

In affirmation of the facts stated above,

/s/Paul T. Lyon	Paul T. Lyon
(*Authorized signature of officer or, if applicable, chairman of the board*)	(*Printed Name*)
Chairman	3-10-02
(*Title*)	(*month/day/year*)

Corp. #59 (11/00)

State of Missouri
Matt Blunt, Secretary of State

Corporations Division
P.O. Box 778 / 600 W. Main Street, Rm 322
Jefferson City, MO 65102

Statement of Change of Business Office Address
by a Registered Agent of a
Foreign or Domestic For Profit or Nonprofit Corporation or a Limited Liability Company

Instructions

1. This form is to be used by either a for profit or nonprofit corporation or a limited liability company to change either or both the name of its registered agent and/or the address of its existing registered agent.
2. There is a S10.00 fee for filing this statement.
3. P.O. Box may only be used in conjunction with a physical street address.
4. Agent and address must be in the State of Missouri.
5. The corporation may not act as its own agent.

Charter No. 00205138

1. The name of the business entity is:

   AERO TRANSPORTATION PRODUCTS, INC. F/K/A AERO PLASTICS OF KANSAS CITY, INC.
2. The name of the registered agent is: M & H Agent Services, Inc.
3. The address, including street number, of the present business office of the registered agent is: 2600 Grand Avenue, Kansas City, Missouri 64108

   2600 Grand Avenue, Kansas City, Missouri 64108
   Address *City/State/Zip*
4. The address, including street number, of the business office of the registered agent is hereby changed to:

   1201 Walnut Street, Suite 2900, Kansas City, Missouri 64106
   Address (*P.O. Box may only be used in conjunction with a physical street address*) *City/State/Zip*
5. Notice in writing of the change has been mailed by the registered agent to the business entity named above.
6. The address of the registered office of the business entity named above and the business office of the registered agent, as changed, is identical.

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

/s/ Cheryl M. Duren	Cheryl M. Duren	9/03/04
Authorized Signature of Registered Agent	*Printed Name*	*month/day/year*

Name and address to return filed document:

Name: Cheryl Duren c/o Stinson Morrison Hecker LLP
Address: 1201 Walnut Street, Suite 2900
City, State, and Zip Code: Kansas City. MO 64106

Exhibit 3.5

BYLAWS
OF
AERO PLASTICS OF KANSAS CITY, INC.

OFFICES

Section 1. The principal office of the corporation shall be located in Kansas City, Missouri or at any place which the Board of Directors by resolution may designate from time to time. The corporation may have such other offices, either within or without the State of Missouri, as the Board of Directors by resolution may designate from time to time.

SHAREHOLDERS' MEETINGS

Section 2. All meetings of the shareholders shall be held at the principal office of the corporation or at such other place either within or without the State of Missouri, as the Board of Directors may designate from time to time. Any such meeting may be adjourned to meet at such time and place as may be designated by the holders of a majority of the shares present or represented by proxy at any such meeting.

Section 3. The annual meeting of the shareholders shall be held on the third Monday of October of each year but, if a legal holiday, then on the next business day following, at such time, between 9:00 a.m. and 5:00 p.m., as provided in the notice therefor.

Section 4. Special meetings of the shareholders, for any purpose, may be called by the President, by the Board of Directors, or by the holders of not less than one-fifth (1/5th) of all of the outstanding shares of the corporation entitled to vote at such meeting.

Section 5. 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 ten (10) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting. Any notice of a meeting of the shareholders 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.

Section 6. The holders of a majority of the outstanding shares of the corporation entitled to vote at the meeting, represented in person or by proxy, shall constitute a quorum. In the absence of a quorum, the holders of a majority of the shares present in person or by proxy shall have the power to adjourn the meeting from time to time to a specified place and time no longer than ninety (90) days after such adjournment, without notice other than announcement at the meeting, until a quorum shall be present. Any business which could have been transacted at the meeting if held as originally scheduled may be transacted at such adjourned meeting whether or not specified in a notice of such adjourned meeting.

Section 7. Any action required to be taken at a meeting of the shareholders of the corporation, 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 such consents shall be filed by the Secretary with the minutes of the meetings of the shareholders.

DIRECTORS

Section 8. The number of directors to constitute the first Board of Directors is as set forth in the Articles of Incorporation. The number of directors to constitute any succeeding Board of Directors is three (3). Any change in the required number of directors shall be reported to the Secretary of State of Missouri to the extent required by statute.

Section 9. The property and business of the corporation shall be managed by its Board of Directors who shall be elected at the annual meeting of the shareholders and each director shall hold office until the next annual meeting of the shareholders and until his successor is elected and shall have qualified, unless sooner removed by the shareholders, disqualified or resigned. No director need be a resident of the State of Missouri or a shareholder of the corporation.

Section 10. The directors as such shall not receive any stated salary for their services, but, by resolution of the Board or Directors, a fixed sum and expenses, if any, may be allowed for attendance at any regular or special meeting of the Board of Directors; provided, that nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 11. The compensation of the officers shall be fixed by the Board of Directors and, unless fixed for a definite period, may be changed from time to time whenever the Board of Directors may deem such action necessary or advisable. The compensation of employees shall be fixed by the President or in such manner as the Board of Directors may determine.

Section 12. A majority of the full Board of Directors as prescribed herein shall constitute a quorum for the transaction of business.

Section 13. Meetings of the Board of Directors may be held at regular intervals as determined by resolution of the Board of Directors, and notice of regular meetings shall not be required. A regular meeting of the Board of Directors shall be held for the purposes of electing the officers of the corporation and transacting such other business as may come before the meeting immediately following the annual meeting of shareholders at the place of such meeting, without notice, and such meeting shall be referred to as the annual meeting of the Board of Directors. If such annual meeting is not so held, it shall be held as soon as practicable upon the same notice as required for special meetings of the Board of Directors.

Section 14. Special meetings of the Board of Directors may be called by the President, or any two (2) directors, to be held at such time and place as may be stated in a notice mailed or delivered to each director at least three (3) days before the date of such meeting.

Section 15. Meetings of the Board of Directors shall be held at such place either within or without the State of Missouri, as the Board of Directors may determine by resolution. Members of the Board of Directors or of any committee designated by the Board of Directors may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting.

Section 16. The Board of Directors, by resolution adopted by a majority of the whole Board, may designate two or more directors to constitute an Executive Committee, which committee, to the extent provided in said resolution, shall have and exercise all of the authority of the Board of Directors in the management of the corporation; but the designation of such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed on it or him by the General and Business Corporation Law of Missouri, as amended.

Section 17. Any action which is required to be or may be taken at a meeting of the directors, or of the executive committee or any other committee of the directors, may be taken without a meeting if consents in writing, setting forth the action so taken, are signed by all of the members of the Board or of the committee, as the case may be. The consents shall have the same force and effect as a unanimous vote at a meeting duly held. The Secretary shall file the consents with the minutes of the meetings of the Board of Directors or of the committee, as the case may be.

Section 18. At a meeting called expressly for that purpose, directors may be removed in the manner provided in this section. Such meeting shall be held at the registered office or principal business office of the corporation in the State of Missouri or in the city or county in the State of Missouri in which the principal business office of the corporation is located. The entire Board of Directors may be removed, with or without cause, by a vote of the holders of a majority of the shares then entitled to vote at an election of directors. If less than the entire Board is to be removed, no one of the directors may be removed if the votes cast against his removal would be sufficient to elect him if then cumulatively voted at an election of the entire Board of Directors.

Section 19. In case of the death or resignation of any one or more of the directors of the corporation, a majority of the surviving or remaining directors may fill the vacancy or vacancies until the successor or successors are elected at a meeting of the shareholders.

OFFICERS

Section 20. The officers of the corporation shall be elected by the directors and shall include a President, a Vice President, a Secretary, and a Treasurer. No officer need be a director. Any two or more offices may be held by the same person.

Section 21. The Board of Directors may appoint such other officers and agents as it shall deem necessary, who shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 22. The officers of the corporation shall hold office for such period as the directors may determine or, in absence of such determination, for a period of one (1) year and until their successors are chosen and qualified in their stead. Any officer appointed or elected by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole Board of Directors, with or without cause, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 23. The President shall be the chief executive officer and general manager of the corporation, shall have general supervision and direction of the business of the corporation, and shall preside at all meetings of the shareholders at which he is present. The President is vested with the right and authority to vote any stock of any other corporation, foreign or domestic, owned or held by the corporation at any meeting of the shareholders of such other corporation, and to execute waivers of notice or proxies relating thereto, to the same extent as though he were the owner of record thereof and shall perform such other duties as may be prescribed by the Board of Directors.

Section 24. Any Vice President, in order of rank, in the absence or incapacity of the President, shall perform the duties and have the authority of that office and shall perform such other duties as may be prescribed by the Board of Directors.

Section 25. The Secretary of the corporation shall have responsibility for maintaining the corporate seal and minutes of all meetings held and shall perform such other duties as may be prescribed by the Board of Directors.

Section 26. The Treasurer of the corporation shall have overall responsibility for its funds, and such funds shall be maintained in such bank or other depository as may be designated by the Board of Directors. He shall keep accurate books of account of the business of the corporation and make periodic reports thereof as specified by the Board of Directors. The books shall be open for the inspection of the shareholders for any proper purpose during normal business hours. The Treasurer shall perform such other duties as may be prescribed by the Board of Directors.

Section 27. In the event of the absence of any officer of the corporation or in the event that the Board of Directors shall for any reason deem such action necessary or expedient, the Board, upon the affirmative vote of a majority of all of its members, may from time to time delegate the powers or duties of such officer in whole or in part to any other officer or to any director.

CORPORATE STOCK

Section 28. The shares of stock of the corporation shall be represented by certificates signed by the President or a Vice President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer of the corporation, provided each certificate is signed by two officers who are not the same person, and sealed with the seal of the corporation; provided, however, that certificates may be signed for and on behalf of the corporation by a Transfer Agent or Registrar other than the corporation or its employee, if any, appointed by the Board of Directors of the corporation, and, in such event, the signatures of any of the above named

officers may be engraved or printed facsimiles. The seal of the corporation on all certificates may be by engraved or printed facsimile. In case any such officer, Transfer Agent or Registrar shall have ceased to be such officer, Transfer Agent or Registrar before such certificate is issued, such certificate may nevertheless be issued by the corporation with the same effect as if such person were such officer, Transfer Agent or Registrar at the date of issue.

Section 29. Title to a certificate and to the shares represented thereby may be transferred only:

(a) by delivery of the certificate endorsed, either in blank or to a specified person, by the person appearing by the certificate to be the owner of the shares represented thereby; or

(b) by delivery of the certificates and a separate document containing a written assignment of the certificate or a power of attorney to sell, assign, or transfer the same or the shares represented thereby, signed by the person appearing by the certificate to be the owner of the shares represented thereby, and such assignment or power of attorney may be either in blank or to a specified person; or

(c) by delivery of the certificate with assignment endorsed thereon or in a separate instrument signed by the trustee in bankruptcy, receiver, guardian, executor, administrator, or other person duly authorized by law to transfer the certificate on behalf of the person appearing by the certificate to be the owner of the shares represented thereby.

Section 30. The corporation shall be entitled to treat the holder of record of any share or shares of stock as the owner in fact thereof, and the Board of Directors may, in its discretion, hold such owner of record to be entitled to notice of meetings of shareholders and to receive dividends and to vote as such owner. The corporation shall not be bound to recognize any equitable or other claim to, or interest in, such share on the part of any other person whether or not it shall have express or other notice thereof, save as expressly provided by law.

Section 31. The Board of Directors may close the transfer books of the corporation in their discretion for a period not exceeding fifty (50) days preceding (1) the date of any meeting, either annual or special, of the shareholders, (2) the date of payment of any dividend, (3) the date for the allotment of rights, or (4) the date when any change, conversion or exchange of the shares shall go into effect; provided, however, that in lieu of closing the stock transfer books, the Board of Directors may fix in advance a date, not exceeding fifty (50) days preceding the date of any meeting of shareholders, the date for the payment of any dividend, the date for the allotment of rights, or the date when any change, conversion or exchange of shares shall go into effect, as a record date for the determination of the shareholders entitled to notice of, and to vote at, the meeting, and any adjournment thereof, or entitled to receive payment of the dividend, or entitled to the allotment of rights, or entitled to exercise the rights in respect of the change, conversion or exchange of shares.

GENERAL PROVISIONS

Section 32. Pertinent provisions of the law of the State of Missouri, where applicable, shall take precedence over these Bylaws.

Section 33. The power to make, alter, amend or repeal the Bylaws of the corporation shall be vested in the Board of Directors, provided that the paramount power to make, alter, amend or repeal the Bylaws shall be vested in the shareholders, and the power of the Board of Directors under this Section may be denied by action of the shareholders expressly stipulating that the Bylaws or designated portions thereof may not be altered, amended or repealed by the Board of Directors.

Section 34. Any defects in the manner in which any meeting required by law or by these Bylaws is called, convened or conducted shall be deemed waived by any shareholder or director who attends such meeting, either in person or by proxy, and who fails to object to such meeting. Whenever any notice is required to be given under the provisions of these Bylaws, the Articles of Incorporation of the corporation or any law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent to the giving of such notice.

Section 35. The corporation shall have a seal which shall be circular in form and contain the name of the corporation and the words “MISSOURI “ and “CORPORATE SEAL” .

Exhibit 3.6

CERTIFICATE OF INCORPORATION

OF

BARBER STEEL FOUNDRY CORP.

THE UNDERSIGNED, in order to form a corporation for the purposes hereinafter stated, under and pursuant to the provisions of the General Corporation Law of the State of Delaware, does hereby certify as follows:

ARTICLE I

The name of the Corporation is Barber Steel Foundry Corp. (the “Corporation”).

ARTICLE II

The registered office of the Corporation in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808. The name of the Corporation’s registered agent in the State of Delaware at such address is Corporation Service Company.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

ARTICLE IV

The total number of shares of stock which the Corporation shall have authority to issue is 1,000 shares of Common Stock, with a par value of $.01 per share.

ARTICLE V

The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, the number of members of which shall be set forth in the Bylaws of the Corporation. Election of directors need not be by ballot unless the Bylaws of the Corporation shall so provide.

ARTICLE VI

In furtherance and not in limitation of the power conferred upon the Board of Directors by law, the Board of Directors shall have power to make, adopt, alter, amend and repeal, from time to time, the Bylaws of the Corporation, subject to the right of the stockholders entitled to vote with respect thereto to alter and repeal Bylaws made by the Directors.

ARTICLE VII

The incorporator of the Corporation is Kelly L. Pietracatello whose mailing address is c/o Wabtec Corporation, 1001 Air Brake Avenue, Wilmerding, PA 15148. The powers of the incorporator shall terminate upon election of directors.

ARTICLE VIII

Personal Liability of Directors.

1. To the fullest extent that the laws of the State of Delaware, as the same exist or may hereafter be amended, permit elimination of the personal liability of directors, no director of this Corporation shall be personally liable to this Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

2. The provisions of this Article shall be deemed to be a contract with each director of this Corporation who serves as such at any time while this Article is in effect, and each such director shall be deemed to be serving as such in reliance on the provisions of this Article. Any amendment or repeal of this Article or adoption of any Bylaw of this Corporation or other provision of the Certificate of Incorporation of this Corporation which has the effect of increasing director liability shall operate prospectively only and shall not affect any action taken, or any failure to act, by a director of this Corporation prior to such amendment, repeal, Bylaw or other provision becoming effective.

ARTICLE IX

The Corporation shall indemnify directors and officers of the Corporation to the fullest extent permitted by law.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 19th day of June, 2013.

/s/ Kelly L. Pietracatello
Kelly L. Pietracatello, Incorporator

Exhibit 3.7

BARBER STEEL FOUNDRY CORP.

BYLAWS

ARTICLE I

STOCKHOLDERS

Section 1.01. Annual Meetings. Annual meetings of the stockholders shall be held, at such date, time and place as may be fixed by the Board of Directors and as set forth in the notice of the meeting.

Section 1.02. Special Meetings. Special meetings of the stockholders may be called at any time, for the purpose or purposes set forth in the call, by the President, the Board of Directors or the holders of at least one-fifth of all the shares of any class outstanding and entitled to vote thereat, by delivering a written request to the Secretary. At any time, upon the written request of any person or persons who have duly called a special meeting, it shall be the duty of the Secretary to fix the date of the meeting, to be held not more than 75 days after receipt of the request, and to give due notice thereof. Special meetings shall be held at such place and at such time and date as the Board of Directors shall determine and as set forth in the notice of the meeting.

Section 1.03. Notice of Annual and Special Meetings. Except as otherwise expressly required by law, notice of each meeting of stockholders, whether annual or special, shall be given, at least 10 and not more than 60 days prior to the date on which the meeting is to be held, to each stockholder of record entitled to vote thereat by delivery of a notice thereof to him personally or by sending a copy thereof through the mail, electronically or by courier, charges prepaid, to his address appearing on the records of the Corporation. Each such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, shall briefly state the purpose or purposes for which the meeting is called. A written waiver of notice, signed by the person or persons entitled to such notice, whether before or after the date and time fixed for the meeting shall be deemed the equivalent of such notice. Neither the business to be transacted at, nor the purpose of, the meeting need be specified in a waiver of notice of such meeting.

Section 1.04. Quorum. A stockholders' meeting duly called shall not be organized for the transaction of business unless a quorum is present. At any meeting, the presence in person or by proxy of stockholders entitled to cast at least a majority of the votes which all stockholders are entitled to cast on the particular matter shall constitute a quorum for the purpose of considering such matter, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation. The stockholders present at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum. If a meeting cannot be organized because a quorum has not attended, those present may adjourn the meeting from time to time to such time (not more than 30 days after the next previous adjourned meeting) and place as they may determine, without notice other than by announcement at the meeting of the time and place of the adjourned meeting; and in the case of any meeting called for the election of directors, those who attend the second of such adjourned meetings, although entitled to cast less than a majority of the votes entitled to be cast on any matter to be considered at the meeting, shall nevertheless constitute a quorum for the purpose of electing directors.

Section 1.05. Voting. At every meeting of stockholders, each holder of record of issued and outstanding stock of the Corporation entitled to vote at such meeting shall be entitled to vote in person or by proxy and, except where a date has been fixed as the record date for the determination of stockholders entitled to notice of or to vote at such meeting, no holder of record of a share of stock which has been transferred on the books of the Corporation within 10 days next preceding the date of such meeting shall be entitled to notice of or to vote at such meeting in respect of such share so transferred. Resolution of the stockholders shall be adopted, and any action of the stockholders at a meeting upon any matter shall be taken and be valid, only if at least a majority of the votes cast with respect to such resolutions or matter are cast in favor thereof, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation. The Chairman of the Board (if one has been elected and is present) shall be chairman, and the Secretary (if present) shall act as secretary, at all meetings of the stockholders. In the absence of the Chairman of the Board, the President shall be chairman; and in the absence of both of them, the chairman shall be designated by the Board of Directors or if not so designated shall be elected by the stockholders present; and in the absence of the Secretary, an Assistant Secretary shall act as secretary of the meeting.

Section 1.06. Procedure at Stockholders' Meetings. The organization of each meeting of the stockholders, the order of business thereat and all matters relating to the manner of conducting the meetings shall be determined by the chairman of the meeting, whose decisions may be overruled only by a majority vote (which shall not be by ballot) of the stockholders present and entitled to vote at the meeting in person or by proxy. Meetings shall be conducted in a manner designed to accomplish the business of the meeting in a prompt and orderly fashion and to be fair and equitable to all stockholders, but it shall not be necessary to follow Roberts' Rules of Order or any other manual of parliamentary procedure.

Section 1.07. Action Without a Meeting. Unless otherwise provided by the Certificate of Incorporation, any action required to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, and such written consent is delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business or an officer or agent of the Corporation, having custody of the book in which proceedings of meetings of stockholders are recorded. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE II

DIRECTORS

Section 2.01. Number, Election and Term of Office. The number of directors which shall constitute the full Board of Directors shall be determined by resolution of the board of directors or by the stockholders at the annual meeting, except that in the absence of any such determination, such number shall be one. A full Board of Directors shall be elected at each annual meeting of the stockholders. Each director shall hold office for the term for which he is elected and thereafter until his successor is duly elected or until his death, resignation or removal. Directors need not be stockholders.

Section 2.02. Annual Meetings. Annual meetings of the Board of Directors shall be held each year at the same place as and immediately after the annual meeting of stockholders, or at such other place and time as shall theretofore have been determined by the Board. At its regular annual meeting, the Board of Directors shall organize itself and elect the officers of the Corporation for the ensuing year, and may transact any other business.

Section 2.03. Regular Meetings. Regular meetings of the Board of Directors may be held at such intervals and at such time and place as shall from time to time be determined by the Board. After there has been such determination and notice thereof has been once given to each person then a member of the Board of Directors, regular meetings may be held at such intervals and time and place without further notice being given.

Section 2.04. Special Meetings. Special meetings of the Board of Directors may be called at anytime by the Board, by the Chairman of the Board, by the President or by any two directors, to be held on such day and at such time and place as shall be specified by the person or persons calling the meeting.

Section 2.05. Notice of Annual and Special Meetings. Except as otherwise expressly required by law, notice of the annual meeting of the Board of Directors need not be given. Except as otherwise expressly required by law, notice of every special meeting of the Board of Directors specifying the place, date and time thereof shall be given to each director either by being mailed on at least the third day prior to the date of the meeting or by being sent by mail, electronically, courier, personally or telephone at least 24 hours prior to the time of the meeting. A written waiver of notice of a special meeting, signed by the person or persons entitled to such notice, whether before or after the date and time stated therein fixed for the meeting, shall be deemed the equivalent of such notice, and attendance of a director at a meeting shall constitute a waiver of notice of such meeting except when the director attends the meeting for the express purpose of objecting, when he enters the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.06. Quorum and Manner of Acting. At all meetings of the Board of Directors, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation, the presence of a majority of the full Board shall be necessary and

sufficient to constitute a quorum for the transaction of business. If a quorum is not present at any meeting, the meeting may be adjourned from time to time by a majority of the directors present until a quorum as aforesaid shall be present, but notice of the time and place to which such a meeting is adjourned shall be given to any directors not present either by being sent by mail, electronically, courier, personally or telephone at least eight hours prior to the date of reconvening. Resolutions of the Board of Directors shall be adopted, and any action of the Board at a meeting upon any matter shall be taken and be valid, only with the affirmative vote of at least a majority of the directors present at the meeting, except as otherwise provided herein. The chairman of the Board (if one has been elected and is present) shall be the chairman, and the Secretary (if present) shall act as secretary, at all meetings of the Board. In the absence of the Chairman of the Board, the President shall be chairman, and in the absence of both of them the directors present shall select a member of the Board of Directors to be chairman; and in the absence of the Secretary, the chairman of the meeting shall designate any person to act as secretary of the meeting.

Section 2.07. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or on any committee thereof may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by all members of the Board or such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of committee.

Section 2.08. Participation by Conference Telephone. Members of the Board of Directors of the Corporation, or any committee designated by the Board, may participate in a meeting of the Board or committee by means of teleconference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

Section 2.09. Resignations. A director may resign by submitting his written resignation to the Chairman of the Board (if one has been elected) or to the Secretary. Unless otherwise specified therein, the resignation of a director need not be accepted to make it effective and shall be effective immediately upon its receipt by such officer or as otherwise specified therein. If the resignation of a director specifies that it shall be effective at some time later than

receipt, until that time the resigning director shall be competent to act on all matters before the board of Directors, including filling the vacancy caused by such resignation.

Section 2.10. Removal of Directors. The entire Board of Directors or any individual director may be removed at any time for cause or without cause by the holders of a majority of the shares then entitled to vote at an election of directors. The vacancy or vacancies caused in the Board of Directors by such removal may, but need not, be filled by such stockholders at the same meeting or at a special meeting of the stockholders called for that purpose.

Section 2.11. Vacancies. Any vacancy that shall occur in the Board of Directors by reason of death, resignation, removal, increase in the number of directors or any other cause whatever shall, unless filled as provided in Section 2.10 of this Article II, be filled by a majority of the then members of the Board, whether or not a quorum, and each person so elected shall be a director until he or his successor is elected by the stockholders at a meeting called for the purpose of electing directors, or until his death, resignation or removal.

Section 2.12. Compensation of Directors. The Corporation may allow compensation to its directors for their services, as determined from time to time by resolution adopted by the Board of Directors.

Section 2.13. Committees. The Board of Directors may, by resolution adopted by a majority of the full Board, designate one or more committees consisting of directors to have and exercise such authority of the Board in the management of the business and affairs of the Corporation as the resolution of the Board creating such committee may specify and as is otherwise permitted by law. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another director to act at the meeting in the place of such absent or disqualified member.

Section 2.14. Personal Liability of Directors.

(a) To the fullest extent that the laws of the State of Delaware, as the same exist or may hereafter be amended, permit elimination of the personal liability of directors, no director of this Corporation shall be personally liable to this Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

(b) The provisions of this Section 2.14 shall be deemed to be a contract with each director of this Corporation who serves as such at any time which this Section 2.14 is in effect, and each such director shall be deemed to be serving as such in reliance on the provisions of this Section 2.14. Any amendment or repeal of this Section 2.14 or adoption of any Bylaw of the Corporation or other provision of the Certification of Incorporation of this Corporation which has the effect of increasing director liability shall operate prospectively only and shall not affect any action taken, or any failure to act, by a director of this Corporation prior to such amendment, repeal, Bylaw or other provision becoming effective.

Section 2.15. Indemnification of and Advancement of Expenses to Directors, Officers and Others.

(a) Right to Indemnification. Except as prohibited by law, every director and officer of the Corporation shall be entitled as of right to be indemnified by the Corporation against all expenses and liability (as those terms are defined below in this Paragraph) incurred by such person in connection with any actual or threatened claim, action, suit or proceeding, whether civil, criminal, administrative, investigative or other, or whether brought by or against such person or by or in the right of the Corporation or otherwise, in which such person may be involved, as a party or otherwise, by reason of such person being or having been a director or officer of the Corporation or a subsidiary of the Corporation or by reason of the fact that such person is or was serving at the request of the Corporation as a director, officer, employee, fiduciary or other representative of another corporation, partnership, joint venture, trust, employee benefit plan or other entity (such claim, action, suit or proceeding hereinafter being referred to as an “Action”); provided, however, that no such right to indemnification shall exist with respect to an Action brought by an indemnitee (as defined below) against the Corporation (an “Indemnitee Action”) except as provided in the last sentence of this Paragraph. Persons who

are not directors or officers of the Corporation may be similarly indemnified in respect of service to the Corporation or a subsidiary of the Corporation or to another such entity at the request of the Corporation to the extent the Board of Directors of the Corporation at any time designates any of such persons as entitled to the benefits of this Section. As used in this Section, "indemnitee" includes each director and officer of the Corporation and each other person designated by the Board of Directors of the Corporation as entitled to the benefits of this Section; "expenses" means all expenses actually and reasonably incurred, including fees and expenses of counsel selected by an indemnitee; and "liability" means all liability incurred, including the amounts of any judgments, excise taxes, fines or penalties and any amounts paid in settlement. An indemnitee shall be entitled to be indemnified pursuant to the Section against expenses incurred in connection with an Indemnitee Action if (i) the Indemnitee Action is instituted under Paragraph (c) of this Section and the indemnitee is successful in whole or in part in such Indemnitee Action, (ii) the indemnitee is successful in whole or in part in another Indemnitee Action for which expenses are claimed, or (iii) the indemnification for expenses is included in a settlement of, or is awarded by a court in, such other Indemnitee Action.

(b) Right to Advancement of Expenses. Every indemnitee shall be entitled as of right to have the expenses of the indemnitee in defending any Action or in bringing and pursuing any Indemnitee Action under Paragraph (c) of this Section paid in advance by the Corporation prior to final disposition of the action or Indemnitee Action, provided that the Corporation received a written undertaking by or on behalf of the indemnitee to repay the amount advanced if it should ultimately be determined that the indemnitee is not entitled to be indemnified' for the expenses.

(c) Right of Indemnitee to Bring Action. If a written claim for indemnification under Paragraph (a) of this Section or for advancement of expenses under Paragraph (b) of this Section is not paid in full by the Corporation within 30 days after the claim has been received by the Corporation, the indemnitee may at any time thereafter bring an Indemnitee Action to recover the unpaid amount of the claim and, if successful in whole or in part, the indemnitee shall also be entitled to be paid the expense of bringing and pursuing such Indemnitee Action. The only defense to an Indemnitee Action to recover on a claim for indemnification under Paragraph (a) of this Section shall be that the conduct of the indemnitee was such that under

Delaware law the corporation is prohibited from indemnifying the indemnitee for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel and stockholders) to have made a determination prior to the commencement of such Indemnitee Action that indemnification of the indemnitee is proper in the circumstances, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or stockholders) that the conduct of the indemnitee was such that indemnification is prohibited by Delaware law, shall be a defense to such Indemnitee Action or create a presumption that the conduct of the indemnitee was such that indemnification is prohibited by Delaware law.

(d) Funding and Insurance. The corporation may create a trust fund, grant a security interest, cause a letter of credit to be issued or use other means (whether or not similar to the foregoing) to ensure the payment of all sums required to be paid by the Corporation to effect indemnification as provided in this Section. The corporation may purchase and maintain insurance to protect itself and any indemnitee against any expenses or liability incurred by the indemnitee in connection with any Action, whether or not the Corporation would have the power to indemnify the indemnitee against the expenses or liability by law or under the provisions of the Section.

(e) Non-Exclusivity, Nature and Extent of Rights. The rights to indemnification and advancement of expenses provided for in this Section shall (i) not be deemed exclusive of any other rights, whether now existing or hereafter created, to which any indemnitee may be entitled under any agreement, provision in the Certificate of Incorporation or Bylaws of the Corporation, vote of stockholders or disinterested directors or otherwise, (ii) be deemed to create contractual rights in favor of each indemnitee who serves at any time while this Section is in effect (and each such indemnitee shall be deemed to be serving in reliance on the provision of this Section), (iii) continue as to each indemnitee who has ceased to have the status pursuant to which the indemnitee was entitled or was designated as entitled to indemnification under this Section and inure to the benefit of the heirs and legal representatives of each indemnitee and (iv) be applicable to Actions commenced after this Section becomes effective, whether arising from acts or omissions occurring before or after this section becomes effective. Any amendment or repeal of this section or adoption of any other Bylaw of this Corporation or

other provision of the Certificate of Incorporation of this Corporation which has the effect of limiting in any way the rights to indemnification or advancement of expenses provided for in this Section shall operate prospectively only and shall not affect any action taken, or any failure to act, by an indemnittee prior to such amendment, repeal, Bylaw or other provision becoming effective.

(f) Partial Indemnity. If an indemnitee is entitled under any provision of this Section to indemnification by the Corporation for some or a portion of other expenses or liability incurred by the indemnitee in the preparation, investigation, defense, appeal or settlement of any Action or Indemnitee Action but not, however, for the total amount thereof, the Corporation shall indemnify the indemnitee for the portion of such expenses or liability to which the indemnitee is entitled.

ARTICLE III

OFFICERS AND EMPLOYEES

Section 3.01. Executive Officers. The Executive Officers of the Corporation shall be the President, a Secretary and a Treasurer, and may include a Chairman of the Board and one or more Vice Presidents as the Board of Directors may from time to time determine, all of whom shall be elected by the Board of Directors. Any two or more offices may be held by the same person. Each Executive Officer shall hold office until the next succeeding annual meeting of the Board of Directors and thereafter until his successor is duly elected and qualified, or until his earlier death, resignation or removal.

Section 3.02. Additional Officers, Other Agents and Employees. The Board of Directors may from time to time appoint or hire such additional officers, assistant officers, agents, employees and independent contractors as the Board deems advisable; and the Board or the President shall prescribe their duties, condition of employment and compensation. Subject to the power of the Board of Directors, the President may employ from time to time such other agents, employees, and independent contractors as he may deem advisable for the prompt and orderly transaction of the business of the Corporation, and he may prescribe their duties and the conditions of their employment, fix their compensation and dismiss them, without prejudice to the contract rights, if any.

Section 3.03. The Chairman. If there shall be a Chairman of the Board, he shall be elected from among the directors, shall preside at all meetings of the stockholders and of the Board, and shall have such other powers and duties as from time to time may be prescribed by the Board.

Section 3.04. The President. The President shall be the chief executive officer of the Corporation. Subject to the control of the Board of Directors, the President shall have general policy supervision of and general management and executive powers over all the property, business, operations and affairs of the Corporation, and shall see that the policies and programs adopted or approved by the Board are carried out. The President shall exercise such further powers and duties as from time to time may be prescribed in these Bylaws or by the Board of Directors.

Section 3.05. The Vice Presidents. The Vice Presidents may be given by resolution of the Board of Directors general executive powers, subject to the control of the President, concerning one or more or all segments of the operations of the Corporation. The Vice Presidents shall exercise such further powers and duties as from time to time may be prescribed in these Bylaws or by the Board of Directors or by the President. At the request of the President or in his absence or disability, the senior Vice President shall exercise all the powers and duties of the President.

Section 3.06. The Secretary and Assistant Secretaries. It shall be the duty of the Secretary (a) to keep or cause to be kept an original or duplicate record of the proceedings of the stockholders and the Board of Directors, and a copy of the Certificate of Incorporation and of the Bylaws; (b) to attend to the giving of notices of the Corporation as may be required by law or these Bylaws; (c) to be custodian of the corporate records and of the seal of the Corporation and see that the seal is affixed to such documents as may be necessary or advisable; (d) to have charge of the stock books of the Corporation, and a share register, giving the names of the stockholders in alphabetical order, and showing their respective addresses, the number and classes of shares held by each, the number and date of certificates issued for the shares, and the date of cancellation of every certificate surrendered for cancellation; and (e) to exercise all powers and duties incident to the office of Secretary, and such other powers and duties as may be

prescribed by the Board of Directors or by the President from time to time. The Secretary by virtue of his office shall be an Assistant Treasurer. The Assistant Secretaries shall assist the Secretary in the performance of his duties and shall also exercise such further powers and duties as from time to time may be assigned to them by the Board of Directors, the President or the Secretary. At the direction of the Secretary or in his absence or disability, an Assistant Secretary shall perform the duties of the Secretary.

Section 3.07. The Treasurer and Assistant Treasurers. The Treasurer shall have custody of all the funds and securities of the Corporation. He shall collect all moneys due the Corporation and deposit such moneys to the credit of the Corporation in such banks, trust companies, or other depositories as may have been duly designated by the Board of Directors. He shall endorse for collection on behalf of the Corporation, checks, notes, drafts and other documents, and may sign and deliver receipts, vouchers and releases of liens evidencing payments made to the Corporation. Subject to Section 5.01 of these Bylaws, he shall cause to be disbursed the funds of the Corporation by payment in cash or by checks or drafts upon the authorized depositories of the Corporation. He shall perform all acts incident to the office of Treasurer and such other duties as may be assigned to him by the Board of Directors. The Treasurer by virtue of his office shall be an Assistant Secretary. The Assistant Treasurers shall assist the Treasurer in the performance of his duties and shall also exercise such further powers and duties as from time to time may be assigned to them by the Board of Directors, the President or the Treasurer. At the direction of the Treasurer or in his absence or disability, as Assistant Treasurer shall perform the duties of the Treasurer.

Section 3.08. Vacancies. Vacancy in any office or position by reason of death, resignation, removal, disqualification, disability or other cause, shall be filled in the manner provided in this Article III for regular election or appointment to such office.

Section 3.09. Delegation of Duties. The Board of Directors may in its discretion delegate for the time being the powers and duties, or any of them, of any officer to any other person whom it may select.

ARTICLE IV

SHARES OF CAPITAL STOCK.

Section 4.01. Share Certificates. Every holder of stock in the Corporation shall be entitled to a certificate or certificates, to be in such form as the Board of Directors may from time to time prescribe, signed by the Chairman of the Board, the President or any Vice President and by the Treasurer or any Assistant Treasurer or the Secretary or any Assistant Secretary. The signatures of such officers may be facsimiles. Each such certificate shall set forth the name of the registered holder thereof, the number and class of shares and the designation of the series, if any, which the certificate represents. The Board of Directors may, if it so determines, direct that certificates for shares of stock of the Corporation be signed by a transfer agent or registered by a registrar or both, in which case such certificates shall not be valid until so signed or registered.

In case any officer of the Corporation who shall have signed, or whose facsimile signature shall have been used on, any certificate of shares of stock of the Corporation shall cease to be such officer, whether because of death, resignation, removal or otherwise, before such certificate shall have been delivered by the Corporation, such certificate shall nevertheless be deemed to have been adopted by the Corporation and may be issued and delivered as though the person who signed such certificate or whose facsimile signature shall have been used thereon had not ceased to be such officer.

Section 4.02. Transfer of Shares. Transfers of shares of stock of the Corporation shall be made only on the books of the Corporation by the registered holder thereof or by his attorney thereunto authorized by an instrument duly executed and filed with the Corporation, and on surrender of the certificate or certificates for such shares properly endorsed or accompanied by properly executed stock powers and evidence of the payment of all taxes imposed upon such transfer. Except as provided in Section 4.04 of this Article IV, every certificate surrendered for transfer shall be cancelled and no new certificate or certificates shall be issued in exchange for any existing certificate until such existing certificate shall have been so cancelled.

Section 4.03. Transfer Agents and Registrars. The Board of Directors may appoint any one or more qualified banks, trust companies or other corporations organized under any law of any state of the United States or under the laws of the United States as agent or agents

for the Corporation in the transfer of the stock of the Corporation and likewise may appoint any one or more such qualified banks, trust companies or other corporation as registrar or registrars of the stock of the Corporation.

Section 4.04. Lost, Stolen, Destroyed or Mutilated Certificates. New certificates for shares of stock may be issued to replace certificates lost, stolen, destroyed or mutilated upon such terms and conditions, which may but need not include the giving of a satisfactory bond or other indemnity, as the Board of Directors may from time to time determine.

Section 4.05. Regulations Relating to Shares. The Board of Directors shall have power and authority to make such rules and regulations not inconsistent with these Bylaws or with law as it may deem expedient concerning the issue, transfer and registration of certificates representing shares of stock of the Corporation.

Section 4.06. Holders of Record. The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder and owner in fact thereof and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise expressly provided by the laws of the State of Delaware.

Section 4.07. Fixing the Record Date. The Board of Directors may fix a record date which does not precede the date on which the resolution fixing such record date is adopted: (a) in order to determine the stockholders entitled to notice of or to vote at any meeting of stockholders provided such record date is not less than ten or more than sixty days prior to the date of any such meeting; (b) in order to determine the stockholders entitled to consent to corporate action in writing without a meeting provided such record date is not more than ten days after the date on which the resolution fixing such record date is adopted;. and (c) in order to determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, provided such record date is not more than sixty days prior to such action.

In such case, only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to notice of, or to vote at, such meeting 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 any record date fixed as aforesaid.

ARTICLE V

LOANS, NOTES, CHECKS, CONTRACTS AND OTHER INSTRUMENTS

Section 5.01. Notes, Checks, etc. All notes, drafts, acceptances, checks, endorsements (other than for deposit) and all evidences of indebtedness of the Corporation whatsoever shall be signed by such officers or agents and shall be subject to such requirements as to countersignature or other conditions as the Board of Directors from time to time may designate. Facsimile signatures on checks may be used unless prohibited by the Board of Directors.

Section 5.02. Execution of Instruments Generally. Except as provided in Section 5.01 of this Article V, all contracts and other instruments requiring execution by the Corporation may be executed and delivered by the President, any Vice President or the Treasurer, and authority to sign any such contracts or instruments, which may be general or confined to specific instances, may be conferred by the Board of Directors upon any other person or persons. Any person having authority to sign on behalf of the corporation may delegate, from time to time, by instrument in writing, all or any part of such authority to any person or persons if authorized so to do by the Board of Directors.

Section 5.03. Proxies in Respect of Stock or Other Securities of Other Corporations. Unless otherwise provided by the Board of Directors, the President may from time to time appoint an attorney or attorneys or an agent or agents of the Corporation to exercise in the name and on behalf of the Corporation the powers and rights which the Corporation may have as the holder of stock or other securities in any other corporation to vote or consent in respect of such stock or other securities, may instruct the person or persons so appointed as to the manner of exercising such powers and rights and may execute or cause to be executed in the name and on behalf of the Corporation and under its corporate seal or otherwise all such written

proxies or other instruments as he may deem necessary or proper in order that the Corporation may exercise its said powers and rights.

ARTICLE VI

GENERAL PROVISIONS

Section 6.01. Offices. The registered office of the Corporation shall be the address determined by the Board of Directors from time to time. The Corporation may have other offices at such place or places as the Board of Directors may from time to time determine or the business of the corporation may require.

Section 6.02. Corporate Seal. The Board of Directors may prescribe the form. of a suitable corporate seal, which shall contain the full name of the Corporation and the year and state of incorporation. Such seal may be used by causing it or a facsimile or reproduction thereof to be affixed to or placed upon the document to be sealed.

Section 6.03. Fiscal Year. Unless otherwise determined by the Board of Directors, the fiscal year of the Corporation shall be the calendar year.

ARTICLE VII

VALIDATION OF CERTAIN CONTRACTS

Section 7.01. No contract or other transaction between the Corporation and another person shall be invalidated or otherwise adversely affected by the fact that any one or more stockholders, directors or officers of the Corporation (i) is pecuniarily or otherwise interested in, or is a stockholder, director, officer, or member of, such other person, or (ii) is a party to, or is in any other way pecuniarily or otherwise interested in, the contract or other transaction, or (iii) is in any way connected with any person pecuniarily or otherwise interested in such contract or other transaction, provided the fact of such interest shall be disclosed or known to the Board of Directors or the stockholders, as the case may be, and in any action of the stockholders or of the Board authorizing or approving any such contract or other transaction, any and every stockholder or director may be counted in determining the existence of a quorum with like force and effect as though he was not so interested, or was not such a stockholder, director, member or officer, or was not such a party, or was not so connected. Such director, stockholder

or officer shall not be liable to account to the Corporation for any profit realized by him from or through any such contract or transaction approved or authorized as aforesaid. As used herein, the term “person” includes a corporation, partnership, firm, association or other legal entity.

ARTICLE VIII

AMENDMENTS

Section 8.01. The Bylaws may be amended, altered and repealed, and new bylaws ‘may be adopted, by the stockholders of the Corporation, or by the Board of Directors when such power is conferred upon the Board of Directors by the Certificate of Incorporation, at any regular or special meeting. No provision of these Bylaws shall vest any property or contract right in any stockholder.

B 244 1703

307078

ARTICLES OF INCORPORATION

OF

KELTY RADIATOR, INC.

The undersigned, all of whom are citizens of the United States, desiring to form a corporation, for profit, under the General Corporation Act of Ohio, do hereby certify:

1. The name of said corporation shall be Kelty Radiator, Inc.

2. The place in Ohio where its principal office is to be located is Strongsville, Cuyahoga County.

3. The purpose or purposes for which it is formed are: to engage in any commercial, industrial, and agricultural enterprise calculated or designed to be profitable to this corporation and in conformity with the laws of the State of Ohio, to generally engage in, do, and perform, any enterprise act, or vocation that a natural person might or could do or perform, except as may be prohibited to corporations by the laws of the State of Ohio; to engage in the manufacture, sale, purchase, importing, and exporting of merchandise and personal property of all manner and description, to act as agents for the purchase, sale and handling of goods, ware, and merchandise of any and all types and descriptions for the account of the corporation or as factor, agent, procurer, or otherwise for or on behalf of another; and to do all and everything necessary, suitable, and proper for the accomplishment of any of the purposes or the attainment of any of the objects or the furtherance or any of the powers hereinbefore set forth, either alone or in association with other corporations, firms, or individuals, and to do every other act or acts, thing or things, incidental or appurtenant to or growing out of or connected with the aforesaid objects or purposes or any part or parts thereof, provided the same be not inconsistent with the laws of the State of Ohio.

4. The maximum number of shares which the corporation is authorized to have outstanding, is five hundred ($500), all of one class, which shares shall have a par value of One Hundred Dollars ($100.00) each.

5. The amount of capital with which the corporation will begin business is Five Hundred Dollars ($500.00).

IN WITNESS WHEREOF, we have hereunto subscribed our names this 19th day of December, 1951.

/s/ James E. Kelty
James E. Kelty

/s/ J. J. Kelty
J. J. Kelty

/s/ Robert C. Smykal
Robert C. Smykal

B 244 1705

APPOINTMENT OF STATUTORY RESIDENT AGENT

To The Secretary of State of the State of Ohio:

You are hereby notified that we, the undersigned, being the incorporators of Kelty Radiator, Inc., a corporation being organized under the laws of the State of Ohio, under and by virtue of certain Articles of Incorporation to which this notice is attached and with which this notice is submitted, do by these presents make, constitute and appoint Robert C. Smykal, a natural person, whose residence address is 15106 Drake Road, Cleveland 36, Cuyahoga County, Ohio, to be the statutory resident agent upon whom process, notice or demand against said Kelty Radiator, Inc. may be served.

IN WITNESS WHEREOF, We have hereunto subscribed our names this 19th day of December, 1961.

/s/ James E. Kelty
James E. Kelty

/s/ J. J. Kelty
J. J. Kelty

/s/ Robert C. Smykal
Robert C. Smykal

ACCEPTANCE OF APPOINTMENT AS STATUTORY RESIDENT AGENT

I, Robert C. Smykal, residing at 15106 Drake Road, Cleveland 36, Cuyahoga County, Ohio, hereby accept the foregoing appointment as statutory resident agent of Kelty Radiator, Inc., a corporation organized under the laws of the State of Ohio.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 19th day of December, 1961.

/s/ Robert C. Smykal

B316 – 1310

CERTIFICATE OF AMENDMENT

To The Articles Of Incorporation Of

KELTY RADIATOR, INC.
An Ohio Corporation

Robert Smykal, President, and Ronald J. Musel, Secretary of Kelty Radiator, Inc., an Ohio corporation, with its principal office located at Strongsville, Ohio, do hereby certify that a meeting of the holders of stock of said corporation entitling them to vote on the proposal to amend the Articles of Incorporation thereof, as contained in the following resolution, was duly called and held on the 2nd day of July, 1963, at which meeting all of said shareholders were present in person, and that by an affirmative vote of all of the shareholders representing all of the shares of the corporation, the following resolution was adopted to amend the Articles so as to change the corporation's name:

The Articles of Incorporation of Kelty Radiator, Inc., be amended and the name of the corporation be changed Durox Equipment Company.

IN WITNESS WHEREOF, said Robert Smykal, President, and Ronald J. Musel, Secretary, of Kelty Radiator, Incorporated, acting for and in behalf of said corporation, have hereunto subscribed their names this   day of   , 1963.

KELTY RADIATOR, INC.
An Ohio Corporation

By */s/ Robert C. Smykal*
Robert C. Smykal, President

By */s/ Ronald J. Musel*
Ronald J. Musel

July 11, 1963

Secretary of State
State House
Columbus, Ohio

Gentlemen:

On July 2, 1963, The Board of Directors of The Durox Company, an Ohio Corporation, passed the following resolution:

Resolved that The Durox company gives its consent to Kelty Radiator, Incorporated, an Ohio Corporation, to use the name, “Durox”, so the Kelty Radiator, Incorporated, may hereafter be known as “Durox Equipment Company.”

Very truly yours,

THE DUROX COMPANY
An Ohio Corporation

By */s/ Robert C. Smykal*
Robert Smykal
President

By */s/ Marvin Sorin*
Assistant Secretary

Change of Address of Statutory Agent
For Ohio Corporations

The address of Robert C. Smykal (Name or Agent), the statutory agent for ______ Durox Equipment Company (Name or Corporation), has been changed from 15186 Drake Rd. (Old Street Address) Cleveland, Ohio, ______ (City or Village), Cuyahoga County, Ohio 44136 (Zip Code), to 12351 Prospect Rd. (New Street Address), Strongsville (City or Village) Cuyahoga County, Ohio 54136 (Zip Code)

Durox Equipment Co., Inc.
(Name of Corporation)

Date: August 8, 1983

By */s/ Marvin Sorin*
Marvin Sorin
Title Secretary

Instructions

1) A change of address of statutory agent must be signed by the chairman of the board, the president, a vice president, the secretary or assistant secretary, R.C. 1701.07(L), 1702.06(K).

2) The agent's complete street address must be given; a post office box number is not acceptable, R.C. 1701.07(C), 1702.06(C).

3) The filing fee for a change of address of statutory agent is $3.00. R.C. 1701.07(M), 1702.06(L)

Form C AGA April, 1980
Prescribed by Secretary of State Anthony J. Celebrazzo, Jr.

ANTHONY J. ____________, JR.
Secretary of State

307098

Approved by
Date 10-4-89
Fee $35.00

CERTIFICATE OF AMENDMENT
(BY SHAREHOLDERS)
TO THE ARTICLES OF INCORPORATION OF

DUROX EQUIPMENT COMPANY
(Name of Corporation)

ROBERT C. SMYKAL	who is	( )	Chairman of the Board	
		(X)	President	(check one)
		( )	Vice President	
and MARVIN SORING	who is	(X)	Secretary	(check one)
		( )	Assistant Secretary	

of the above named Ohio corporation for profit with its principal location at STRONGSVILLE, Ohio do hereby certify that: (check the appropriate box and complete the appropriate statements)

__________ a meeting of the shareholders was duly called and held on SEPTEMBER 27,1989, at which meeting a quorum of the shareholders was present in person or by proxy, and by the affirmative vote of the holders of shares entitling them to exercise 100% of the voting power of the corporation,

__________ in a writing signed by all of the shareholders who would be entitled to a notice of a meeting held for that purpose,

the following resolution was adopted to amend the articles:

THE NAME OF THE COMPANY SHALL BE CHANGED FROM DUROX

EQUIPMENT COMPANY TO DUROX COMPANY

IN WITNESS WHEREOF, the above named officers, acting for and on behalf of the corporation, have subscribed their names his 2ND day of OCTOBER, 19.

X *\/s/ Robert Smykal*
(Chairman, President or Vice President)

X *\/s/ Marvin Soring, Secretary*
(Secretary or Assistant Secretary)

_TC: Ohio law does not permit one officer to sign in two capacities. Two separate signatures are required, even if this necessitates the election of a second officer before the filing can be made.

Form 521 Prescribed by the:
OHIO SECRETARY OF STATE

Central Ohio: (614) 466-3910
Toll Free: (877) SOS-FILE (767-3453)

www.sos.State.oh.us
Busserv@sos.state.oh.us

Expedite this Form: (Select One)
Mail form to one of the following:
☐ Expedite PO Box 1390 Columbus, OH 43216 ***Requires an additional fee of $100***
☐ Non Expedite PO Box 788 Columbus, OH 43216

STATUTORY AGENT UPDATE
Filing Fee: $25

(CHECK ONLY ONE (1) BOX)

(1) Subsequent Appointment of Agent	(2) Change of Address of an Agent	(3) Resignation of Agent
☒ Corp (165-AGS)	☐ Corp (145-AGA)	☐ Corp (165-AGR)
☐ LP (165-AGS)	☐ LP (145-AGA)	☐ LP (155-AGR)
☐ LLC (171-LSA)	☐ LLC (144-LAD)	☐ LLC (153-LAG)
		☐ Partnership (155-AGR)

Name of Entity DUROX COMPANY

Charter, License or Registration No. 307098

Name of Current Agent ROBERT C SMYKAL

Address of Current Agent 12351 PROSPECT RD
Mailing Address

STRONGSVILLE OHIO 44136
City State Zip Code

Complete the Information in this section if box (1) is checked

Name and Address of New Agent

CSC- Lawyers Incorporating Service (Corporation Service Company)
Name of Agent

50 West Broad Street, Suite 1800
Mailing Address

Columbus Ohio 43215
City State Zip Code

Complete the Information in this section if box (1) is checked and business is an Ohio entity

ACCEPTANCE OF APPOINTMENT FOR DOMESTIC ENTITY'S AGENT

The Undersigned CSC- Lawyers Incorporating Service (Corporation Service Company), named herein as the
Name of Agent

Statutory agent for, DUROX COMPANY, hereby acknowledges
Name of Business Entity

and accepts the appointment of statutory agent for said entity.
CSC- Lawyers Incorporating Service (Corporation Service Company)
Signature: By: */s/ Jeanine Reynolds*, Asst. Vice President
Statutory Agent

☐ If the agent is an Individual using a P.O. Box, the agent must check this box to confirm that the agent is an Ohio resident.

Complete the Information in this section if box (2) is checked

New Address of Agent

Mailing Address

______	Ohio	______
City	State	Zip Code

☐ If the agent is an individual using a P.O. Box, check this box to confirm that the agent is an Ohio resident.

Complete the Information in this section if box (3) is checked

The agent of record for the entity identified on page 1 resigns as statutory agent.

Current or last known address of the entity's principal office where a copy of this Resignation of Agent was sent as of the date of filing or prior to the date filed.

Mailing Address

______	Ohio	______
City	State	Zip Code

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

REQUIRED Must be authenticated (signed) by an authorized representative **(See Instructions)**	/s/ *David M. Seitz* Authorized Representative	Date
	David M. Seitz, V.P. Print Name	
	Authorized Representative	Date
	Print Name	

Exhibit 3.9

AMENDED & RESTATED BYLAWS

OF DUROX COMPANY

(hereinafter the “Corporation”)

ADOPTED AS OF JANUARY 5, 2010

ARTICLE I

STOCKHOLDERS

Section 1.01. Annual Meetings. Annual meetings of the stockholders shall be held, either within or without the state of Ohio, at such date, time and place as may be fixed by the Board of Directors and as set forth in the notice of the meeting.

Section 1.02. Special Meetings. Special meetings of the stockholders may be called at any time, for the purpose or purposes set forth in the call, by the President, the Board of Directors or the holders of at least one-fifth of all the shares of any class outstanding and entitled to vote thereat, by delivering a written request to the Secretary. At any time, upon the written request of any person or persons who have duly called a special meeting, it shall be the duty of the Secretary to fix the date of the meeting, to be held not more than 75 days after receipt of the request, and to give due notice thereof. Special meetings shall be held at such place, either within or without the State of Ohio, and at such time and date as the Board of Directors shall determine and as set forth in the notice of the meeting.

Section 1.03. Notice of Annual and Special Meetings. Except as otherwise expressly required by law, notice of each meeting of stockholders, whether annual or special, shall be given, at least 10 and not more than 60 days prior to the date on which the meeting is to be held, to each stockholder of record entitled to vote thereat by delivery of a notice thereof to him personally or by sending a copy thereof through the mail, electronically or by courier, charges prepaid, to his address appearing on the records of the Corporation. Each such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, shall briefly state the purpose or purposes for which the meeting is called. A written waiver of notice, signed by the person or persons entitled to such notice, whether before or after the date and time fixed for the meeting shall be deemed the equivalent of such notice. Neither the business to be

transacted at, nor the purpose of, the meeting need be specified in a waiver of notice of such meeting.

Section 1.04. Quorum. A stockholders' meeting duly called shall not be organized for the transaction of business unless a quorum is present. At any meeting, the presence in person or by proxy of stockholders entitled to cast at least a majority of the votes which all stockholders are entitled to cast on the particular matter shall constitute a quorum for the purpose of considering such matter, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation. The stockholders present at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum. If a meeting cannot be organized because a quorum has not attended, those present may adjourn the meeting from time to time to such time (not more than 30 days after the next previous adjourned meeting) and place as they may determine, without notice other than by announcement at the meeting of the time and place of the adjourned meeting; and in the case of any meeting called for the election of directors, those who attend the second of such adjourned meetings, although entitled to cast less than a majority of the votes entitled to be cast on any matter to be considered at the meeting, shall nevertheless constitute a quorum for the purpose of electing directors.

Section 1.05. Voting. At every meeting of stockholders, each holder of record of issued and outstanding stock of the Corporation entitled to vote at such meeting shall be entitled to vote in person or by proxy and, except where a date has been fixed as the record date for the determination of stockholders entitled to notice of or to vote at such meeting, no holder of record of a share of stock which has been transferred on the books of the Corporation within 10 days next preceding the date of such meeting shall be entitled to notice of or to vote at such meeting in respect of such share so transferred. Resolution of the stockholders shall be adopted, and any action of the stockholders at a meeting upon any matter shall be taken and be valid, only if at least a majority of the votes cast with respect to such resolutions or matter are cast in favor thereof, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation. The Chairman of the Board (if one has been elected and is present) shall be chairman, and the Secretary (if present) shall act as secretary, at all meetings of the stockholders. In the absence of the Chairman of the Board, the President shall be chairman; and

in the absence of both of them, the chairman shall be designated by the Board of Directors or if not so designated shall be elected by the stockholders present; and in the absence of the Secretary, an Assistant Secretary shall act as secretary of the meeting.

Section 1.06. Procedure at Stockholders' Meetings. The organization of each meeting of the stockholders, the order of business thereat and all matters relating to the manner of conducting the meetings shall be determined by the chairman of the meeting, whose decisions may be overruled only by a majority vote (which shall not be by ballot) of the stockholders present and entitled to vote at the meeting in person or by proxy. Meetings shall be conducted in a manner designed to accomplish the business of the meeting in a prompt and orderly fashion and to be fair and equitable to all stockholders, but it shall not be necessary to follow Roberts' Rules of Order or any other manual of parliamentary procedure.

Section 1.07. Action Without a Meeting. Unless otherwise provided by the Certificate of Incorporation, any action required to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, and such written consent is delivered to the Corporation by delivery to its registered office in Ohio, its principal place of business or an officer or agent of the Corporation, having custody of the book in which proceedings of meetings of stockholders are recorded. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE II

DIRECTORS

Section 2.01. Number, Election and Term of Office. The number of directors which shall constitute the full Board of Directors shall be determined by resolution of the board of directors or by the stockholders at the annual meeting, except that in the absence of any such determination, such number shall be one. A full Board of Directors shall be elected at each

annual meeting of the stockholders. Each director shall hold office for the term for which he is elected and thereafter until his successor is duly elected or until his death, resignation or removal. Directors need not be stockholders.

Section 2.02. Annual Meetings. Annual meetings of the Board of Directors shall be held each year at the same place as and immediately after the annual meeting of stockholders, or at such other place and time as shall theretofore have been determined by the Board. At its regular annual meeting, the Board of Directors shall organize itself and elect the officers of the Corporation for the ensuing year, and may transact any other business.

Section 2.03. Regular Meetings. Regular meetings of the Board of Directors may be held at such intervals and at such time and place as shall from time to time be determined by the Board. After there has been such determination and notice thereof has been once given to each person then a member of the Board of Directors, regular meetings may be held at such intervals and time and place without further notice being given.

Section 2.04. Special Meetings. Special meetings of the Board of Directors may be called at anytime by the Board, by the Chairman of the Board, by the President or by any two directors, to be held on such day and at such time and place as shall be specified by the person or persons calling the meeting.

Section 2.05. Notice of Annual and Special Meetings. Except as otherwise expressly required by law, notice of the annual meeting of the Board of Directors need not be given. Except as otherwise expressly required by law, notice of every special meeting of the Board of Directors specifying the place, date and time thereof shall be given to each director either by being mailed on at least the third day prior to the date of the meeting or by being sent by mail, electronically, courier, personally or telephone at least 24 hours prior to the time of the meeting. A written waiver of notice of a special meeting, signed by the person or persons entitled to such notice, whether before or after the date and time stated therein fixed for the meeting, shall be deemed the equivalent of such notice, and attendance of a director at a meeting shall constitute a waiver of notice of such meeting except when the director attends the meeting for the express purpose of objecting, when he enters the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.06. Quorum and Manner of Acting. At all meetings of the Board of Directors, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation, the presence of a majority of the full Board shall be necessary and sufficient to constitute a quorum for the transaction of business. If a quorum is not present at any meeting, the meeting may be adjourned from time to time by a majority of the directors present until a quorum as aforesaid shall be present, but notice of the time and place to which such a meeting is adjourned shall be given to any directors not present either by being sent by mail, electronically, courier, personally or telephone at least eight hours prior to the date of reconvening. Resolutions of the Board of Directors shall be adopted, and any action of the Board at a meeting upon any matter shall be taken and be valid, only with the affirmative vote of at least a majority of the directors present at the meeting, except as otherwise provided herein. The chairman of the Board (if one has been elected and is present) shall be the chairman, and the Secretary (if present) shall act as secretary, at all meetings of the Board. In the absence of the Chairman of the Board, the President shall be chairman, and in the absence of both of them the directors present shall select a member of the Board of Directors to be chairman; and in the absence of the Secretary, the chairman of the meeting shall designate any person to act as secretary of the meeting.

Section 2.07. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or on any committee thereof may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by all members of the Board or such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of committee.

Section 2.08. Participation by Conference Telephone. Members of the Board of Directors of the Corporation, or any committee designated by the Board, may participate in a meeting of the Board or committee by means of teleconference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

Section 2.09. Resignations. A director may resign by submitting his written resignation to the Chairman of the Board (if one has been elected) or to the Secretary. Unless

otherwise specified therein, the resignation of a director need not be accepted to make it effective and shall be effective immediately upon its receipt by such officer or as otherwise specified therein. If the resignation of a director specifies that it shall be effective at some time later than receipt, until that time the resigning director shall be competent to act on all matters before the board of Directors, including filling the vacancy caused by such resignation.

Section 2.10. Removal of Directors. The entire Board of Directors or any individual director may be removed at any time for cause or without cause by the holders of a majority of the shares then entitled to vote at an election of directors. The vacancy or vacancies caused in the Board of Directors by such removal may, but need not, be filled by such stockholders at the same meeting or at a special meeting of the stockholders called for that purpose.

Section 2.11. Vacancies. Any vacancy that shall occur in the Board of Directors by reason of death, resignation, removal, increase in the number of directors or any other cause whatever shall, unless filled as provided in Section 2.10 of this Article II, be filled by a majority of the then members of the Board, whether or not a quorum, and each person so elected shall be a director until he or his successor is elected by the stockholders at a meeting called for the purpose of electing directors, or until his death, resignation or removal.

Section 2.12. Compensation of Directors. The Corporation may allow compensation to its directors for their services, as determined from time to time by resolution adopted by the Board of Directors.

Section 2.13. Committees. The Board of Directors may, by resolution adopted by a majority of the full Board, designate one or more committees consisting of directors to have and exercise such authority of the Board in the management of the business and affairs of the Corporation as the resolution of the Board creating such committee may specify and as is otherwise permitted by law. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from

voting, whether or not he or they constitute a quorum, may unanimously appoint another director to act at the meeting in the place of such absent or disqualified member.

Section 2.14. Personal Liability of Directors.

(a) To the fullest extent that the laws of the State of Ohio, as the same exist or may hereafter be amended, permit elimination of the personal liability of directors, no director of this Corporation shall be personally liable to this Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

(b) The provisions of this Section 2.14 shall be deemed to be a contract with each director of this Corporation who serves as such at any time which this Section 2.14 is in effect, and each such director shall be deemed to be serving as such in reliance on the provisions of this Section 2.14. Any amendment or repeal of this Section 2.14 or adoption of any Bylaw of the Corporation or other provision of the Certification of Incorporation of this Corporation which has the effect of increasing director liability shall operate prospectively only and shall not affect any action taken, or any failure to act, by a director of this Corporation prior to such amendment, repeal, Bylaw or other provision becoming effective.

Section 2.15. Indemnification of and Advancement of Expenses to Directors, Officers and Others.

(a) Right to Indemnification. Except as prohibited by law, every director and officer of the Corporation shall be entitled as of right to be indemnified by the Corporation against all expenses and liability (as those terms are defined below in this Paragraph) incurred by such person in connection with any actual or threatened claim, action, suit or proceeding, whether civil, criminal, administrative, investigative or other, or whether brought by or against such person or by or in the right of the Corporation or otherwise, in which such person may be involved, as a party or otherwise, by reason of such person being or having been a director or officer of the Corporation or a subsidiary of the Corporation or by reason of the fact that such person is or was serving at the request of the Corporation as a director, officer, employee, fiduciary or other representative of another corporation, partnership, joint venture, trust, employee benefit plan or other entity (such claim, action, suit or proceeding hereinafter being

referred to as an "Action"); provided, however, that no such right to indemnification shall exist with respect to an Action brought by an indemnitee (as defined below) against the Corporation (an "Indemnitee Action") except as provided in the last sentence of this Paragraph. Persons who are not directors or officers of the Corporation may be similarly indemnified in respect of service to the Corporation or a subsidiary of the Corporation or to another such entity at the request of the Corporation to the extent the Board of Directors of the Corporation at any time designates any of such persons as entitled to the benefits of this Section. As used in this Section, "indemnitee" includes each director and officer of the Corporation and each other person designated by the Board of Directors of the Corporation as entitled to the benefits of this Section; "expenses" means all expenses actually and reasonably incurred, including fees and expenses of counsel selected by an indemnitee; and "liability" means all liability incurred, including the amounts of any judgments, excise taxes, fines or penalties and any amounts paid in settlement. An indemnitee shall be entitled to be indemnified pursuant to the Section against expenses incurred in connection with an Indemnitee Action if (i) the Indemnitee Action is instituted under Paragraph (c) of this Section and the indemnitee is successful in whole or in part in such Indemnitee Action, (ii) the indemnitee is successful in whole or in part in another Indemnitee Action for which expenses are claimed, or (iii) the indemnification for expenses is included in a settlement of, or is awarded by a court in, such other Indemnitee Action.

(b) Right to Advancement of Expenses. Every indemnitee shall be entitled as of right to have the expenses of the indemnitee in defending any Action or in bringing and pursuing any Indemnitee Action under Paragraph (c) of this Section paid in advance by the Corporation prior to final disposition of the action or Indemnitee Action, provided that the Corporation received a written undertaking by or on behalf of the indemnitee to repay the amount advanced if it should ultimately be determined that the indemnitee is not entitled to be indemnified' for the expenses.

(c) Right of Indemnitee to Bring Action. If a written claim for indemnification under Paragraph (a) of this Section or for advancement of expenses under Paragraph (b) of this Section is not paid in full by the Corporation within 30 days after the claim has been received by the Corporation, the indemnitee may at any time thereafter bring an Indemnitee Action to recover the unpaid amount of the claim and, if successful in whole or in part, the indemnitee

shall also be entitled to be paid the expense of bringing and pursuing such Indemnitee Action. The only defense to an Indemnitee Action to recover on a claim for indemnification under Paragraph (a) of this Section shall be that the conduct of the indemnitee was such that under Ohio law the corporation is prohibited from indemnifying the indemnitee for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel and stockholders) to have made a determination prior to the commencement of such Indemnitee Action that indemnification of the indemnitee is proper in the circumstances, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or stockholders) that the conduct of the indemnitee was such that indemnification is prohibited by Ohio law, shall be a defense to such Indemnitee Action or create a presumption that the conduct of the indemnitee was such that indemnification is prohibited by Ohio law.

(d) Funding and Insurance. The corporation may create a trust fund, grant a security interest, cause a letter of credit to be issued or use other means (whether or not similar to the foregoing) to ensure the payment of all sums required to be paid by the Corporation to effect indemnification as provided in this Section. The corporation may purchase and maintain insurance to protect itself and any indemnitee against any expenses or liability incurred by the indemnitee in connection with any Action, whether or not the Corporation would have the power to indemnify the indemnitee against the expenses or liability by law or under the provisions of the Section.

(e) Non-Exclusivity, Nature and Extent of Rights. The rights to indemnification and advancement of expenses provided for in this Section shall (i) not be deemed exclusive of any other rights, whether now existing or hereafter created, to which any indemnitee may be entitled under any agreement, provision in the Certificate of Incorporation or Bylaws of the Corporation, vote of stockholders or disinterested directors or otherwise, (ii) be deemed to create contractual rights in favor of each indemnitee who serves at any time while this Section is in effect (and each such indemnitee shall be deemed to be serving in reliance on the provision of this Section), (iii) continue as to each indemnitee who has ceased to have the status pursuant to which the indemnitee was entitled or was designated as entitled to indemnification under this Section and inure to the benefit of the heirs and legal representatives of each

indemnitee and (iv) be applicable to Actions commenced after this Section becomes effective, whether arising from acts or omissions occurring before or after this section becomes effective. Any amendment or repeal of this section or adoption of any other Bylaw of this Corporation or other provision of the Certificate of Incorporation of this Corporation which has the effect of limiting in any way the rights to indemnification or advancement of expenses provided for in this Section shall operate prospectively only and shall not affect any action taken, or any failure to act, by an indemnittee prior to such amendment, repeal, Bylaw or other provision becoming effective.

(f) Partial Indemnity. If an indemnitee is entitled under any provision of this Section to indemnification by the Corporation for some or a portion of other expenses or liability incurred by the indemnitee in the preparation, investigation, defense, appeal or settlement of any Action or Indemnitee Action but not, however, for the total amount thereof, the Corporation shall indemnify the indemnitee for the portion of such expenses or liability to which the indemnitee is entitled.

ARTICLE III

OFFICERS AND EMPLOYEES

Section 3.01. Executive Officers. The Executive Officers of the Corporation shall be the President, a Secretary and a Treasurer, and may include a Chairman of the Board and one or more Vice Presidents as the Board of Directors may from time to time determine, all of whom shall be elected by the Board of Directors. Any two or more offices may be held by the same person. Each Executive Officer shall hold office until the next succeeding annual meeting of the Board of Directors and thereafter until his successor is duly elected and qualified, or until his earlier death, resignation or removal.

Section 3.02. Additional Officers, Other Agents and Employees. The Board of Directors may from time to time appoint or hire such additional officers, assistant officers, agents, employees and independent contractors as the Board deems advisable; and the Board or the President shall prescribe their duties, condition of employment and compensation. Subject to the power of the Board of Directors, the President may employ from time to time such other agents, employees, and independent contractors as he may deem advisable for the prompt and

orderly transaction of the business of the Corporation, and he may prescribe their duties and the conditions of their employment, fix their compensation and dismiss them, without prejudice to the contract rights, if any.

Section 3.03. The Chairman. If there shall be a Chairman of the Board, he shall be elected from among the directors, shall preside at all meetings of the stockholders and of the Board, and shall have such other powers and duties as from time to time may be prescribed by the Board.

Section 3.04. The President. The President shall be the chief executive officer of the Corporation. Subject to the control of the Board of Directors, the President shall have general policy supervision of and general management and executive powers over all the property, business, operations and affairs of the Corporation, and shall see that the policies and programs adopted or approved by the Board are carried out. The President shall exercise such further powers and duties as from time to time may be prescribed in these Bylaws or by the Board of Directors.

Section 3.05. The Vice Presidents. The Vice Presidents may be given by resolution of the Board of Directors general executive powers, subject to the control of the President, concerning one or more or all segments of the operations of the Corporation. The Vice Presidents shall exercise such further powers and duties as from time to time may be prescribed in these Bylaws or by the Board of Directors or by the President. At the request of the President or in his absence or disability, the senior Vice President shall exercise all the powers and duties of the President.

Section 3.06. The Secretary and Assistant Secretaries. It shall be the duty of the Secretary (a) to keep or cause to be kept an original or duplicate record of the proceedings of the stockholders and the Board of Directors, and a copy of the Certificate of Incorporation and of the Bylaws; (b) to attend to the giving of notices of the Corporation as may be required by law or these Bylaws; (c) to be custodian of the corporate records and of the seal of the Corporation and see that the seal is affixed to such documents as may be necessary or advisable; (d) to have charge of the stock books of the Corporation, and a share register, giving the names of the stockholders in alphabetical order, and showing their respective addresses, the number and

classes of shares held by each, the number and date of certificates issued for the shares, and the date of cancellation of every certificate surrendered for cancellation; and (e) to exercise all powers and duties incident to the office of Secretary, and such other powers and duties as may be prescribed by the Board of Directors or by the President from time to time. The Secretary by virtue of his office shall be an Assistant Treasurer. The Assistant Secretaries shall assist the Secretary in the performance of his duties and shall also exercise such further powers and duties as from time to time may be assigned to them by the Board of Directors, the President or the Secretary. At the direction of the Secretary or in his absence or disability, an Assistant Secretary shall perform the duties of the Secretary.

Section 3.07. The Treasurer and Assistant Treasurers. The Treasurer shall have custody of all the funds and securities of the Corporation. He shall collect all moneys due the Corporation and deposit such moneys to the credit of the Corporation in such banks, trust companies, or other depositories as may have been duly designated by the Board of Directors. He shall endorse for collection on behalf of the Corporation, checks, notes, drafts and other documents, and may sign and deliver receipts, vouchers and releases of liens evidencing payments made to the Corporation. Subject to Section 5.01 of these Bylaws, he shall cause to be disbursed the funds of the Corporation by payment in cash or by checks or drafts upon the authorized depositories of the Corporation. He shall perform all acts incident to the office of Treasurer and such other duties as may be assigned to him by the Board of Directors. The Treasurer by virtue of his office shall be an Assistant Secretary. The Assistant Treasurers shall assist the Treasurer in the performance of his duties and shall also exercise such further powers and duties as from time to time may be assigned to them by the Board of Directors, the President or the Treasurer. At the direction of the Treasurer or in his absence or disability, as Assistant Treasurer shall perform the duties of the Treasurer.

Section 3.08. Vacancies. Vacancy in any office or position by reason of death, resignation, removal, disqualification, disability or other cause, shall be filled in the manner provided in this Article III for regular election or appointment to such office.

Section 3.09. Delegation of Duties. The Board of Directors may in its discretion delegate for the time being the powers and duties, or any of them, of any officer to any other person whom it may select.

ARTICLE IV

SHARES OF CAPITAL STOCK.

Section 4.01. Share Certificates. Every holder of stock in the Corporation shall be entitled to a certificate or certificates, to be in such form as the Board of Directors may from time to time prescribe, signed by the Chairman of the Board, the President or any Vice President and by the Treasurer or any Assistant Treasurer or the Secretary or any Assistant Secretary. The signatures of such officers may be facsimiles. Each such certificate shall set forth the name of the registered holder thereof, the number and class of shares and the designation of the series, if any, which the certificate represents. The Board of Directors may, if it so determines, direct that certificates for shares of stock of the Corporation be signed by a transfer agent or registered by a registrar or both, in which case such certificates shall not be valid until so signed or registered.

In case any officer of the Corporation who shall have signed, or whose facsimile signature shall have been used on, any certificate of shares of stock of the Corporation shall cease to be such officer, whether because of death, resignation, removal or otherwise, before such certificate shall have been delivered by the Corporation, such certificate shall nevertheless be deemed to have been adopted by the Corporation and may be issued and delivered as though the person who signed such certificate or whose facsimile signature shall have been used thereon had not ceased to be such officer.

Section 4.02. Transfer of Shares. Transfers of shares of stock of the Corporation shall be made only on the books of the Corporation by the registered holder thereof or by his attorney thereunto authorized by an instrument duly executed and filed with the Corporation, and on surrender of the certificate or certificates for such shares properly endorsed or accompanied by properly executed stock powers and evidence of the payment of all taxes imposed upon such transfer. Except as provided in Section 4.04 of this Article IV, every certificate surrendered for transfer shall be cancelled and no new certificate or certificates shall be issued in exchange for any existing certificate until such existing certificate shall have been so cancelled.

Section 4.03. Transfer Agents and Registrars. The Board of Directors may appoint any one or more qualified banks, trust companies or other corporations organized under any law of any state of the United States or under the laws of the United States as agent or agents for the Corporation in the transfer of the stock of the Corporation and likewise may appoint any one or more such qualified banks, trust companies or other corporation as registrar or registrars of the stock of the Corporation.

Section 4.04. Lost, Stolen, Destroyed or Mutilated Certificates. New certificates for shares of stock may be issued to replace certificates lost, stolen, destroyed or mutilated upon such terms and conditions, which may but need not include the giving of a satisfactory bond or other indemnity, as the Board of Directors may from time to time determine.

Section 4.05. Regulations Relating to Shares. The Board of Directors shall have power and authority to make such rules and regulations not inconsistent with these Bylaws or with law as it may deem expedient concerning the issue, transfer and registration of certificates representing shares of stock of the Corporation.

Section 4.06. Holders of Record. The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder and owner in fact thereof and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise expressly provided by the laws of the State of Ohio.

Section 4.07. Fixing the Record Date. The Board of Directors may fix a record date which does not precede the date on which the resolution fixing such record date is adopted: (a) in order to determine the stockholders entitled to notice of or to vote at any meeting of stockholders provided such record date is not less than ten or more than sixty days prior to the date of any such meeting; (b) in order to determine the stockholders entitled to consent to corporate action in writing without a meeting provided such record date is not more than ten days after the date on which the resolution fixing such record date is adopted;. and (c) in order to determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any

change, conversion or exchange of stock, or for the purpose of any other lawful action, provided such record date is not more than sixty days prior to such action.

In such case, only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to notice of, or to vote at, such meeting 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 any record date fixed as aforesaid.

ARTICLE V

LOANS, NOTES, CHECKS, CONTRACTS AND OTHER INSTRUMENTS

Section 5.01. Notes, Checks, etc. All notes, drafts, acceptances, checks, endorsements (other than for deposit) and all evidences of indebtedness of the Corporation whatsoever shall be signed by such officers or agents and shall be subject to such requirements as to countersignature or other conditions as the Board of Directors from time to time may designate. Facsimile signatures on checks may be used unless prohibited by the Board of Directors.

Section 5.02. Execution of Instruments Generally. Except as provided in Section 5.01 of this Article V, all contracts and other instruments requiring execution by the Corporation may be executed and delivered by the President, any Vice President or the Treasurer, and authority to sign any such contracts or instruments, which may be general or confined to specific instances, may be conferred by the Board of Directors upon any other person or persons. Any person having authority to sign on behalf of the corporation may delegate, from time to time, by instrument in writing, all or any part of such authority to any person or persons if authorized so to do by the Board of Directors.

Section 5.03. Proxies in Respect of Stock or Other Securities of Other Corporations. Unless otherwise provided by the Board of Directors, the President may from time to time appoint an attorney or attorneys or an agent or agents of the Corporation to exercise in the name and on behalf of the Corporation the powers and rights which the Corporation may have as the holder of stock or other securities in any other corporation to vote or consent in

respect of such stock or other securities, may instruct the person or persons so appointed as to the manner of exercising such powers and rights and may execute or cause to be executed in the name and on behalf of the Corporation and under its corporate seal or otherwise all such written proxies or other instruments as he may deem necessary or proper in order that the Corporation may exercise its said powers and rights.

ARTICLE VI

GENERAL PROVISIONS

Section 6.01. Offices. The registered office of the Corporation shall be the address determined by the Board of Directors from time to time. The Corporation may have other offices, within or without the State of Ohio, at such place or places as the Board of Directors may from time to time determine or the business of the corporation may require.

Section 6.02. Corporate Seal. The Board of Directors may prescribe the form. of a suitable corporate seal, which shall contain the full name of the Corporation and the year and state of incorporation. Such seal may be used by causing it or a facsimile or reproduction thereof to be affixed to or placed upon the document to be sealed.

Section 6.03. Fiscal Year. Unless otherwise determined by the Board of Directors, the fiscal year of the Corporation shall be the calendar year.

ARTICLE VII

VALIDATION OF CERTAIN CONTRACTS

Section 7.01. No contract or other transaction between the Corporation and another person shall be invalidated or otherwise adversely affected by the fact that any one or more stockholders, directors or officers of the Corporation (i) is pecuniarily or otherwise interested in, or is a stockholder, director, officer, or member of, such other person, or (ii) is a party to, or is in any other way pecuniarily or otherwise interested in, the contract or other transaction, or (iii) is in any way connected with any person pecuniarily or otherwise interested in such contract or other transaction, provided the fact of such interest shall be disclosed or known to the Board of Directors or the stockholders, as the case may be, and in any action of the stockholders or of the Board authorizing or approving any such contract or other transaction, any

and every stockholder or director may be counted in determining the existence of a quorum with like force and effect as though he was not so interested, or was not such a stockholder, director, member or officer, or was not such a party, or was not so connected. Such director, stockholder or officer shall not be liable to account to the Corporation for any profit realized by him from or through any such contract or transaction approved or authorized as aforesaid. As used herein, the term "person" includes a corporation, partnership, firm, association or other legal entity.

ARTICLE VIII

AMENDMENTS

Section 8.01. The Bylaws may be amended, altered and repealed, and new bylaws 'may be adopted, by the stockholders of the Corporation, or by the Board of Directors when such power is conferred upon the Board of Directors by the Certificate of Incorporation, at any regular or special meeting. No provision of these Bylaws shall vest any property or contract right in any stockholder.

APPLICANT'S ACC'T NO. DSCB:BCL-204 (Rev. 8-72) Filing Fee: $75 AIB-7 Articles of Incorporation- Domestic Business Corporation	3-1-78:37 71 (Line for numbering) 673587 COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF STATE CORPORATION BUREAU	Filed this 21st day of ____ August, 1978. Commonwealth of Pennsylvania Department of State */s/ Barton A Fields* Secretary of the Commonwealth

as (Box for Certification)

In compliance with the requirements of section 204 of the Business Corporation Law, act of May 5, 1933 (P. L. 364) (15 P.S. §1204) the undersigned, desiring to be incorporated as a business corporation, hereby certifies (certify) that:

1. The name of the Corporation is

G & R Specialties, Inc.

2. The location and post office address of the initial registered office of the corporation in this Commonwealth is:

1041 Sunset Drive
(NUMBER) (STREET)

Berwick Pennsylvania 18603
(CITY) (ZIP CODE)

3. The corporation is incorporated under the Business Corporation Law of the Commonwealth of Pennsylvania for the following purpose or purposes:

To have unlimited power engaged in and to do any lawful act and to conduct any or all lawful business for which a corporation may be incorporated under the Business Corporation Law of the Commonwealth of Pennsylvania, Act of May 5, 1933, P.L. 364, as amended.

4. The term for which the corporation id to exist is: perpetual

5. The aggregate number of shares which the corporation shall have the authority to issue is:

1,000 shares no par value

6. The name(s) and post office address(es) of each incorporator(s) and the number and class is shares subscribed by such incorporation(s) is (are):

NAME	ADDRESS (Including street number, if any)	NUMBER AND CLASS OF SHARES
Ralph P. Friedman	411 Longfellow Road Wyncote, PA 19095	1

IN TESTIMONY WHEREOF, the incorporation(s) has (have) signed and sealed these Articles of Incorporation this 16 day of August, 1978.

____________________ (SEAL)   */s/ Ralph Friedman* (SEAL)

____________________ (SEAL)

INSTRUCTIONS FOR COMPLETION OF FORM:

A. For general instructions relating to the incorporation of business corporations see 19 Pa. Code Ch. 35 (relating to business corporations generally) These instructions relate to such matters as corporate name, stated purposes, term of existence, authorized share structure and related authority of board of directors, inclusion of names of first directors in the Articles of incorporation, optional provisions on cumulative voting for election of directors, etc.

B. One or more corporations or natural persons of full age may incorporate a business corporation.

C. Optional provisions required or authorized by law may be added as Paragraphs 7,8,9…etc.

D. The following shall accompany this form:

(1) Three copies of Form DSCB: BCL-206 (Registry Statement Domestic or Foreign Business Corporation).

(2) Any necessary copies of Form DSCB: 17.2 (Consent to Appropriation of Name) or Form DSCB: 17.3 (Consent to Use of Similar Name).

(3) Any necessary governmental approvals.

E. BCL §205 (15 Pa. S. §1205) requires that the incorporators shall advertise their intention to file or the corporation shall advertise the filing of articles of incorporation. Proofs of publication of such advertising should not be delivered to the Department; they should be filed with the minutes of the corporation.

To All to Whom These Presents Shall Come, Greeting:

WHEREAS, Under the provisions of the Business Corporation Law, approved the 5th day of May, Anno Domini one thousand nine hundred and thirty-three, P. L. 364, as amended, the Department of State is authorized and required to issue a

CERTIFICATE OF INCORPORATION

evidencing the incorporation of a business corporation organized under the terms of that law, and

WHEREAS, The stipulations and conditions of that law have bier fully complied with by the persons desiring to incorporate as

G & B SPECIALTIES, INC.

THEREFORE, KNOW YE, That subject to the Constitution of this Commonwealth and under the authority of the Business Corporation Law, I do by these presents, which I have caused to be sealed with the Great Seal of the Commonwealth, create, erect, and incorporate the incorporators of and the subscribers to the shares of the proposed corporation named above, their associates and successors, and also those who may thereafter become subscribers or holders of the shares of such corporation, into a body politic and corporate in deed and in law by the name chosen hereinbefore specified, which shall exist perpetually and shall be invested with and have and enjoy all the powers, privileges, an franchises incident to a business corporation and be subject to all the duties, requirements, and restrictions specified and enjoined in and by the Business Corporation Law and all other applicable laws of this Commonwealth.

GIVEN under my Hand and the Great Seal of the Commonwealth, at the City of Harrisburg, this 21st day of August in the year of our Lord one thousand nine hundred and seventy-eight and of the Commonwealth the two hundred and third

/s/ *[illegible]*

Secretary of the Commonwealth

PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

Statement or Certificate of Change of Registered Office (15 Pa. C.S.) for
(check one):
☒ Domestic Business Corporation (§ 1507)
☐ Foreign Business Corporation (§ 4144)
☐ Domestic Nonprofit Corporation (§ 5507)
☐ Foreign Nonprofit Corporation (§ 6144)
☐Domestic Limited Partnership (§ 8506)
☐ Domestic Limited Liability Company (§8906)

Name
Corporation Service Company
717576-005/s/

Document will be returned to the name and address you enter to the left.
⇐

Fee: $70

In compliance with the requirements of the applicable provisions of 15 Pa. C.S. (relating to change of registered office), the undersigned corporation, limited partnership or limited liability company, desiring to effect a change of registered office, hereby states that:

1. The name is:
G & B SPECIALTIES, INC

2. The (a) address of its current register office in this Commonwealth or (b) name of its current commercial registered office provider and the county of venue is

(a) Number and street	City	State	Zip	County
1041 SUNSET DR	BERWICK	PA	18603	Columbia

c/o:

Name of Commercial Registered Office Provider	County

3. New address. *Complete part (a) or (b):*

(a) The address in this Commonwealth to which the registered office of the corporation, limited partnership or limited liability company is to be changed is:

Number and street	City	State	Zip	County

(b) The registered office of the corporation, limited partnership or limited liability company shall be provided by:

c/o: Corporation Service Company	Dauphin
Name of Commercial Registered Office Provider	County

4. *For Corporations only:*

Such change was authorized by the Board of Directors of the corporation.

IN TESTIMONY WHEREOF, the undersigned has caused this Statement of Change of Registered Office to be signed by a duly authorized officer thereof this

21st day of March, 2011

G & B SPECIALTIES, INC.
Name of Corporation/Limited Partnership/

/s/ [illegible]
Signature

VP & Secretary
Title

Exhibit 3.11

AMENDED & RESTATED BYLAWS

OF G&B SPECIALTIES INC.

(hereinafter the "Corporation")

ADOPTED JULY 28, 2010

ARTICLE I

STOCKHOLDERS

Section 1.01. Annual Meetings. Annual meetings of the stockholders shall be held, either within or without the Commonwealth of Pennsylvania, at such date, time and place as may be fixed by the Board of Directors and as set forth in the notice of the meeting.

Section 1.02. Special Meetings. Special meetings of the stockholders may be called at any time, for the purpose or purposes set forth in the call, by the President, the Board of Directors or the holders of at least one-fifth of all the shares of any class outstanding and entitled to vote thereat, by delivering a written request to the Secretary. At any time, upon the written request of any person or persons who have duly called a special meeting, it shall be the duty of the Secretary to fix the date of the meeting, to be held not more than 75 days after receipt of the request, and to give due notice thereof. Special meetings shall be held at such place, either within or without the Commonwealth of Pennsylvania, and at such time and date as the Board of Directors shall determine and as set forth in the notice of the meeting.

Section 1.03. Notice of Annual and Special Meetings. Except as otherwise expressly required by law, notice of each meeting of stockholders, whether annual or special, shall be given, at least 10 and not more than 60 days prior to the date on which the meeting is to be held, to each stockholder of record entitled to vote thereat by delivery of a notice thereof to him personally or by sending a copy thereof through the mail, electronically or by courier, charges prepaid, to his address appearing on the records of the Corporation. Each such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, shall briefly state the purpose or purposes for which the meeting is called. A written waiver of notice, signed by the person or persons entitled to such notice, whether before or after the date and time fixed for the meeting shall be deemed the equivalent of such notice. Neither the business to be

transacted at, nor the purpose of, the meeting need be specified in a waiver of notice of such meeting.

Section 1.04. Quorum. A stockholders' meeting duly called shall not be organized for the transaction of business unless a quorum is present. At any meeting, the presence in person or by proxy of stockholders entitled to cast at least a majority of the votes which all stockholders are entitled to cast on the particular matter shall constitute a quorum for the purpose of considering such matter, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation. The stockholders present at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum. If a meeting cannot be organized because a quorum has not attended, those present may adjourn the meeting from time to time to such time (not more than 30 days after the next previous adjourned meeting) and place as they may determine, without notice other than by announcement at the meeting of the time and place of the adjourned meeting; and in the case of any meeting called for the election of directors, those who attend the second of such adjourned meetings, although entitled to cast less than a majority of the votes entitled to be cast on any matter to be considered at the meeting, shall nevertheless constitute a quorum for the purpose of electing directors.

Section 1.05. Voting. At every meeting of stockholders, each holder of record of issued and outstanding stock of the Corporation entitled to vote at such meeting shall be entitled to vote in person or by proxy and, except where a date has been fixed as the record date for the determination of stockholders entitled to notice of or to vote at such meeting, no holder of record of a share of stock which has been transferred on the books of the Corporation within 10 days next preceding the date of such meeting shall be entitled to notice of or to vote at such meeting in respect of such share so transferred. Resolution of the stockholders shall be adopted, and any action of the stockholders at a meeting upon any matter shall be taken and be valid, only if at least a majority of the votes cast with respect to such resolutions or matter are cast in favor thereof, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation. The Chairman of the Board (if one has been elected and is present) shall be chairman, and the Secretary (if present) shall act as secretary, at all meetings of the stockholders. In the absence of the Chairman of the Board, the President shall be chairman; and

in the absence of both of them, the chairman shall be designated by the Board of Directors or if not so designated shall be elected by the stockholders present; and in the absence of the Secretary, an Assistant Secretary shall act as secretary of the meeting.

Section 1.06. Procedure at Stockholders' Meetings. The organization of each meeting of the stockholders, the order of business thereat and all matters relating to the manner of conducting the meetings shall be determined by the chairman of the meeting, whose decisions may be overruled only by a majority vote (which shall not be by ballot) of the stockholders present and entitled to vote at the meeting in person or by proxy. Meetings shall be conducted in a manner designed to accomplish the business of the meeting in a prompt and orderly fashion and to be fair and equitable to all stockholders, but it shall not be necessary to follow Roberts' Rules of Order or any other manual of parliamentary procedure.

Section 1.07. Action Without a Meeting. Unless otherwise provided by the Certificate of Incorporation, any action required to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, and such written consent is delivered to the Corporation by delivery to its registered office in Pennsylvania, its principal place of business or an officer or agent of the Corporation, having custody of the book in which proceedings of meetings of stockholders are recorded. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE II

DIRECTORS

Section 2.01. Number, Election and Term of Office. The number of directors which shall constitute the full Board of Directors shall be determined by resolution of the board of directors or by the stockholders at the annual meeting, except that in the absence of any such determination, such number shall be one. A full Board of Directors shall be elected at each

annual meeting of the stockholders. Each director shall hold office for the term for which he is elected and thereafter until his successor is duly elected or until his death, resignation or removal. Directors need not be stockholders.

Section 2.02. Annual Meetings. Annual meetings of the Board of Directors shall be held each year at the same place as and immediately after the annual meeting of stockholders, or at such other place and time as shall theretofore have been determined by the Board. At its regular annual meeting, the Board of Directors shall organize itself and elect the officers of the Corporation for the ensuing year, and may transact any other business.

Section 2.03. Regular Meetings. Regular meetings of the Board of Directors may be held at such intervals and at such time and place as shall from time to time be determined by the Board. After there has been such determination and notice thereof has been once given to each person then a member of the Board of Directors, regular meetings may be held at such intervals and time and place without further notice being given.

Section 2.04. Special Meetings. Special meetings of the Board of Directors may be called at anytime by the Board, by the Chairman of the Board, by the President or by any two directors, to be held on such day and at such time and place as shall be specified by the person or persons calling the meeting.

Section 2.05. Notice of Annual and Special Meetings. Except as otherwise expressly required by law, notice of the annual meeting of the Board of Directors need not be given. Except as otherwise expressly required by law, notice of every special meeting of the Board of Directors specifying the place, date and time thereof shall be given to each director either by being mailed on at least the third day prior to the date of the meeting or by being sent by mail, electronically, courier, personally or telephone at least 24 hours prior to the time of the meeting. A written waiver of notice of a special meeting, signed by the person or persons entitled to such notice, whether before or after the date and time stated therein fixed for the meeting, shall be deemed the equivalent of such notice, and attendance of a director at a meeting shall constitute a waiver of notice of such meeting except when the director attends the meeting for the express purpose of objecting, when he enters the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.06. Quorum and Manner of Acting. At all meetings of the Board of Directors, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation, the presence of a majority of the full Board shall be necessary and sufficient to constitute a quorum for the transaction of business. If a quorum is not present at any meeting, the meeting may be adjourned from time to time by a majority of the directors present until a quorum as aforesaid shall be present, but notice of the time and place to which such a meeting is adjourned shall be given to any directors not present either by being sent by mail, electronically, courier, personally or telephone at least eight hours prior to the date of reconvening. Resolutions of the Board of Directors shall be adopted, and any action of the Board at a meeting upon any matter shall be taken and be valid, only with the affirmative vote of at least a majority of the directors present at the meeting, except as otherwise provided herein. The chairman of the Board (if one has been elected and is present) shall be the chairman, and the Secretary (if present) shall act as secretary, at all meetings of the Board. In the absence of the Chairman of the Board, the President shall be chairman, and in the absence of both of them the directors present shall select a member of the Board of Directors to be chairman; and in the absence of the Secretary, the chairman of the meeting shall designate any person to act as secretary of the meeting.

Section 2.07. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or on any committee thereof may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by all members of the Board or such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of committee.

Section 2.08. Participation by Conference Telephone. Members of the Board of Directors of the Corporation, or any committee designated by the Board, may participate in a meeting of the Board or committee by means of teleconference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

Section 2.09. Resignations. A director may resign by submitting his written resignation to the Chairman of the Board (if one has been elected) or to the Secretary. Unless

otherwise specified therein, the resignation of a director need not be accepted to make it effective and shall be effective immediately upon its receipt by such officer or as otherwise specified therein. If the resignation of a director specifies that it shall be effective at some time later than receipt, until that time the resigning director shall be competent to act on all matters before the board of Directors, including filling the vacancy caused by such resignation.

Section 2.10. Removal of Directors. The entire Board of Directors or any individual director may be removed at any time for cause or without cause by the holders of a majority of the shares then entitled to vote at an election of directors. The vacancy or vacancies caused in the Board of Directors by such removal may, but need not, be filled by such stockholders at the same meeting or at a special meeting of the stockholders called for that purpose.

Section 2.11. Vacancies. Any vacancy that shall occur in the Board of Directors by reason of death, resignation, removal, increase in the number of directors or any other cause whatever shall, unless filled as provided in Section 2.10 of this Article II, be filled by a majority of the then members of the Board, whether or not a quorum, and each person so elected shall be a director until he or his successor is elected by the stockholders at a meeting called for the purpose of electing directors, or until his death, resignation or removal.

Section 2.12. Compensation of Directors. The Corporation may allow compensation to its directors for their services, as determined from time to time by resolution adopted by the Board of Directors.

Section 2.13. Committees. The Board of Directors may, by resolution adopted by a majority of the full Board, designate one or more committees consisting of directors to have and exercise such authority of the Board in the management of the business and affairs of the Corporation as the resolution of the Board creating such committee may specify and as is otherwise permitted by law. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from

voting, whether or not he or they constitute a quorum, may unanimously appoint another director to act at the meeting in the place of such absent or disqualified member.

Section 2.14. Personal Liability of Directors.

(a) To the fullest extent that the laws of the Commonwealth of Pennsylvania, as the same exist or may hereafter be amended, permit elimination of the personal liability of directors, no director of this Corporation shall be personally liable to this Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

(b) The provisions of this Section 2.14 shall be deemed to be a contract with each director of this Corporation who serves as such at any time which this Section 2.14 is in effect, and each such director shall be deemed to be serving as such in reliance on the provisions of this Section 2.14. Any amendment or repeal of this Section 2.14 or adoption of any Bylaw of the Corporation or other provision of the Certification of Incorporation of this Corporation which has the effect of increasing director liability shall operate prospectively only and shall not affect any action taken, or any failure to act, by a director of this Corporation prior to such amendment, repeal, Bylaw or other provision becoming effective.

Section 2.15. Indemnification of and Advancement of Expenses to Directors, Officers and Others.

(a) Right to Indemnification. Except as prohibited by law, every director and officer of the Corporation shall be entitled as of right to be indemnified by the Corporation against all expenses and liability (as those terms are defined below in this Paragraph) incurred by such person in connection with any actual or threatened claim, action, suit or proceeding, whether civil, criminal, administrative, investigative or other, or whether brought by or against such person or by or in the right of the Corporation or otherwise, in which such person may be involved, as a party or otherwise, by reason of such person being or having been a director or officer of the Corporation or a subsidiary of the Corporation or by reason of the fact that such person is or was serving at the request of the Corporation as a director, officer, employee, fiduciary or other representative of another corporation, partnership, joint venture, trust, employee benefit plan or other entity (such claim, action, suit or proceeding hereinafter being

referred to as an "Action"); provided, however, that no such right to indemnification shall exist with respect to an Action brought by an indemnitee (as defined below) against the Corporation (an "Indemnitee Action") except as provided in the last sentence of this Paragraph. Persons who are not directors or officers of the Corporation may be similarly indemnified in respect of service to the Corporation or a subsidiary of the Corporation or to another such entity at the request of the Corporation to the extent the Board of Directors of the Corporation at any time designates any of such persons as entitled to the benefits of this Section. As used in this Section, "indemnitee" includes each director and officer of the Corporation and each other person designated by the Board of Directors of the Corporation as entitled to the benefits of this Section; "expenses" means all expenses actually and reasonably incurred, including fees and expenses of counsel selected by an indemnitee; and "liability" means all liability incurred, including the amounts of any judgments, excise taxes, fines or penalties and any amounts paid in settlement. An indemnitee shall be entitled to be indemnified pursuant to the Section against expenses incurred in connection with an Indemnitee Action if (i) the Indemnitee Action is instituted under Paragraph (c) of this Section and the indemnitee is successful in whole or in part in such Indemnitee Action, (ii) the indemnitee is successful in whole or in part in another Indemnitee Action for which expenses are claimed, or (iii) the indemnification for expenses is included in a settlement of, or is awarded by a court in, such other Indemnitee Action.

(b) Right to Advancement of Expenses. Every indemnitee shall be entitled as of right to have the expenses of the indemnitee in defending any Action or in bringing and pursuing any Indemnitee Action under Paragraph (c) of this Section paid in advance by the Corporation prior to final disposition of the action or Indemnitee Action, provided that the Corporation received a written undertaking by or on behalf of the indemnitee to repay the amount advanced if it should ultimately be determined that the indemnitee is not entitled to be indemnified' for the expenses.

(c) Right of Indemnitee to Bring Action. If a written claim for indemnification under Paragraph (a) of this Section or for advancement of expenses under Paragraph (b) of this Section is not paid in full by the Corporation within 30 days after the claim has been received by the Corporation, the indemnitee may at any time thereafter bring an Indemnitee Action to recover the unpaid amount of the claim and, if successful in whole or in part, the indemnitee

shall also be entitled to be paid the expense of bringing and pursuing such Indemnitee Action. The only defense to an Indemnitee Action to recover on a claim for indemnification under Paragraph (a) of this Section shall be that the conduct of the indemnitee was such that under Pennsylvania law the corporation is prohibited from indemnifying the indemnitee for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel and stockholders) to have made a determination prior to the commencement of such Indemnitee Action that indemnification of the indemnitee is proper in the circumstances, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or stockholders) that the conduct of the indemnitee was such that indemnification is prohibited by Pennsylvania law, shall be a defense to such Indemnitee Action or create a presumption that the conduct of the indemnitee was such that indemnification is prohibited by Pennsylvania law.

(d) Funding and Insurance. The corporation may create a trust fund, grant a security interest, cause a letter of credit to be issued or use other means (whether or not similar to the foregoing) to ensure the payment of all sums required to be paid by the Corporation to effect indemnification as provided in this Section. The corporation may purchase and maintain insurance to protect itself and any indemnitee against any expenses or liability incurred by the indemnitee in connection with any Action, whether or not the Corporation would have the power to indemnify the indemnitee against the expenses or liability by law or under the provisions of the Section.

(e) Non-Exclusivity, Nature and Extent of Rights. The rights to indemnification and advancement of expenses provided for in this Section shall (i) not be deemed exclusive of any other rights, whether now existing or hereafter created, to which any indemnitee may be entitled under any agreement, provision in the Certificate of Incorporation or Bylaws of the Corporation, vote of stockholders or disinterested directors or otherwise, (ii) be deemed to create contractual rights in favor of each indemnitee who serves at any time while this Section is in effect (and each such indemnitee shall be deemed to be serving in reliance on the provision of this Section), (iii) continue as to each indemnitee who has ceased to have the status pursuant to which the indemnitee was entitled or was designated as entitled to indemnification under this Section and inure to the benefit of the heirs and legal representatives of each

indemnitee and (iv) be applicable to Actions commenced after this Section becomes effective, whether arising from acts or omissions occurring before or after this section becomes effective. Any amendment or repeal of this section or adoption of any other Bylaw of this Corporation or other provision of the Certificate of Incorporation of this Corporation which has the effect of limiting in any way the rights to indemnification or advancement of expenses provided for in this Section shall operate prospectively only and shall not affect any action taken, or any failure to act, by an indemnittee prior to such amendment, repeal, Bylaw or other provision becoming effective.

(f) Partial Indemnity. If an indemnitee is entitled under any provision of this Section to indemnification by the Corporation for some or a portion of other expenses or liability incurred by the indemnitee in the preparation, investigation, defense, appeal or settlement of any Action or Indemnitee Action but not, however, for the total amount thereof, the Corporation shall indemnify the indemnitee for the portion of such expenses or liability to which the indemnitee is entitled.

ARTICLE III

OFFICERS AND EMPLOYEES

Section 3.01. Executive Officers. The Executive Officers of the Corporation shall be the President, a Secretary and a Treasurer, and may include a Chairman of the Board and one or more Vice Presidents as the Board of Directors may from time to time determine, all of whom shall be elected by the Board of Directors. Any two or more offices may be held by the same person. Each Executive Officer shall hold office until the next succeeding annual meeting of the Board of Directors and thereafter until his successor is duly elected and qualified, or until his earlier death, resignation or removal.

Section 3.02. Additional Officers, Other Agents and Employees. The Board of Directors may from time to time appoint or hire such additional officers, assistant officers, agents, employees and independent contractors as the Board deems advisable; and the Board or the President shall prescribe their duties, condition of employment and compensation. Subject to the power of the Board of Directors, the President may employ from time to time such other agents, employees, and independent contractors as he may deem advisable for the prompt and

orderly transaction of the business of the Corporation, and he may prescribe their duties and the conditions of their employment, fix their compensation and dismiss them, without prejudice to the contract rights, if any.

Section 3.03. The Chairman. If there shall be a Chairman of the Board, he shall be elected from among the directors, shall preside at all meetings of the stockholders and of the Board, and shall have such other powers and duties as from time to time may be prescribed by the Board.

Section 3.04. The President. The President shall be the chief executive officer of the Corporation. Subject to the control of the Board of Directors, the President shall have general policy supervision of and general management and executive powers over all the property, business, operations and affairs of the Corporation, and shall see that the policies and programs adopted or approved by the Board are carried out. The President shall exercise such further powers and duties as from time to time may be prescribed in these Bylaws or by the Board of Directors.

Section 3.05. The Vice Presidents. The Vice Presidents may be given by resolution of the Board of Directors general executive powers, subject to the control of the President, concerning one or more or all segments of the operations of the Corporation. The Vice Presidents shall exercise such further powers and duties as from time to time may be prescribed in these Bylaws or by the Board of Directors or by the President. At the request of the President or in his absence or disability, the senior Vice President shall exercise all the powers and duties of the President.

Section 3.06. The Secretary and Assistant Secretaries. It shall be the duty of the Secretary (a) to keep or cause to be kept an original or duplicate record of the proceedings of the stockholders and the Board of Directors, and a copy of the Certificate of Incorporation and of the Bylaws; (b) to attend to the giving of notices of the Corporation as may be required by law or these Bylaws; (c) to be custodian of the corporate records and of the seal of the Corporation and see that the seal is affixed to such documents as may be necessary or advisable; (d) to have charge of the stock books of the Corporation, and a share register, giving the names of the stockholders in alphabetical order, and showing their respective addresses, the number and

classes of shares held by each, the number and date of certificates issued for the shares, and the date of cancellation of every certificate surrendered for cancellation; and (e) to exercise all powers and duties incident to the office of Secretary, and such other powers and duties as may be prescribed by the Board of Directors or by the President from time to time. The Secretary by virtue of his office shall be an Assistant Treasurer. The Assistant Secretaries shall assist the Secretary in the performance of his duties and shall also exercise such further powers and duties as from time to time may be assigned to them by the Board of Directors, the President or the Secretary. At the direction of the Secretary or in his absence or disability, an Assistant Secretary shall perform the duties of the Secretary.

Section 3.07. The Treasurer and Assistant Treasurers. The Treasurer shall have custody of all the funds and securities of the Corporation. He shall collect all moneys due the Corporation and deposit such moneys to the credit of the Corporation in such banks, trust companies, or other depositories as may have been duly designated by the Board of Directors. He shall endorse for collection on behalf of the Corporation, checks, notes, drafts and other documents, and may sign and deliver receipts, vouchers and releases of liens evidencing payments made to the Corporation. Subject to Section 5.01 of these Bylaws, he shall cause to be disbursed the funds of the Corporation by payment in cash or by checks or drafts upon the authorized depositories of the Corporation. He shall perform all acts incident to the office of Treasurer and such other duties as may be assigned to him by the Board of Directors. The Treasurer by virtue of his office shall be an Assistant Secretary. The Assistant Treasurers shall assist the Treasurer in the performance of his duties and shall also exercise such further powers and duties as from time to time may be assigned to them by the Board of Directors, the President or the Treasurer. At the direction of the Treasurer or in his absence or disability, as Assistant Treasurer shall perform the duties of the Treasurer.

Section 3.08. Vacancies. Vacancy in any office or position by reason of death, resignation, removal, disqualification, disability or other cause, shall be filled in the manner provided in this Article III for regular election or appointment to such office.

Section 3.09. Delegation of Duties. The Board of Directors may in its discretion delegate for the time being the powers and duties, or any of them, of any officer to any other person whom it may select.

ARTICLE IV

SHARES OF CAPITAL STOCK.

Section 4.01. Share Certificates. Every holder of stock in the Corporation shall be entitled to a certificate or certificates, to be in such form as the Board of Directors may from time to time prescribe, signed by the Chairman of the Board, the President or any Vice President and by the Treasurer or any Assistant Treasurer or the Secretary or any Assistant Secretary. The signatures of such officers may be facsimiles. Each such certificate shall set forth the name of the registered holder thereof, the number and class of shares and the designation of the series, if any, which the certificate represents. The Board of Directors may, if it so determines, direct that certificates for shares of stock of the Corporation be signed by a transfer agent or registered by a registrar or both, in which case such certificates shall not be valid until so signed or registered.

In case any officer of the Corporation who shall have signed, or whose facsimile signature shall have been used on, any certificate of shares of stock of the Corporation shall cease to be such officer, whether because of death, resignation, removal or otherwise, before such certificate shall have been delivered by the Corporation, such certificate shall nevertheless be deemed to have been adopted by the Corporation and may be issued and delivered as though the person who signed such certificate or whose facsimile signature shall have been used thereon had not ceased to be such officer.

Section 4.02. Transfer of Shares. Transfers of shares of stock of the Corporation shall be made only on the books of the Corporation by the registered holder thereof or by his attorney thereunto authorized by an instrument duly executed and filed with the Corporation, and on surrender of the certificate or certificates for such shares properly endorsed or accompanied by properly executed stock powers and evidence of the payment of all taxes imposed upon such transfer. Except as provided in Section 4.04 of this Article IV, every certificate surrendered for transfer shall be cancelled and no new certificate or certificates shall be issued in exchange for any existing certificate until such existing certificate shall have been so cancelled.

Section 4.03. Transfer Agents and Registrars. The Board of Directors may appoint any one or more qualified banks, trust companies or other corporations organized under any law of any state of the United States or under the laws of the United States as agent or agents for the Corporation in the transfer of the stock of the Corporation and likewise may appoint any one or more such qualified banks, trust companies or other corporation as registrar or registrars of the stock of the Corporation.

Section 4.04. Lost, Stolen, Destroyed or Mutilated Certificates. New certificates for shares of stock may be issued to replace certificates lost, stolen, destroyed or mutilated upon such terms and conditions, which may but need not include the giving of a satisfactory bond or other indemnity, as the Board of Directors may from time to time determine.

Section 4.05. Regulations Relating to Shares. The Board of Directors shall have power and authority to make such rules and regulations not inconsistent with these Bylaws or with law as it may deem expedient concerning the issue, transfer and registration of certificates representing shares of stock of the Corporation.

Section 4.06. Holders of Record. The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder and owner in fact thereof and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise expressly provided by the laws of the Commonwealth of Pennsylvania.

Section 4.07. Fixing the Record Date. The Board of Directors may fix a record date which does not precede the date on which the resolution fixing such record date is adopted: (a) in order to determine the stockholders entitled to notice of or to vote at any meeting of stockholders provided such record date is not less than ten or more than sixty days prior to the date of any such meeting; (b) in order to determine the stockholders entitled to consent to corporate action in writing without a meeting provided such record date is not more than ten days after the date on which the resolution fixing such record date is adopted;. and (c) in order to determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any

change, conversion or exchange of stock, or for the purpose of any other lawful action, provided such record date is not more than sixty days prior to such action.

In such case, only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to notice of, or to vote at, such meeting 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 any record date fixed as aforesaid.

ARTICLE V

LOANS, NOTES, CHECKS, CONTRACTS AND OTHER INSTRUMENTS

Section 5.01. Notes, Checks, etc. All notes, drafts, acceptances, checks, endorsements (other than for deposit) and all evidences of indebtedness of the Corporation whatsoever shall be signed by such officers or agents and shall be subject to such requirements as to countersignature or other conditions as the Board of Directors from time to time may designate. Facsimile signatures on checks may be used unless prohibited by the Board of Directors.

Section 5.02. Execution of Instruments Generally. Except as provided in Section 5.01 of this Article V, all contracts and other instruments requiring execution by the Corporation may be executed and delivered by the President, any Vice President or the Treasurer, and authority to sign any such contracts or instruments, which may be general or confined to specific instances, may be conferred by the Board of Directors upon any other person or persons. Any person having authority to sign on behalf of the corporation may delegate, from time to time, by instrument in writing, all or any part of such authority to any person or persons if authorized so to do by the Board of Directors.

Section 5.03. Proxies in Respect of Stock or Other Securities of Other Corporations. Unless otherwise provided by the Board of Directors, the President may from time to time appoint an attorney or attorneys or an agent or agents of the Corporation to exercise in the name and on behalf of the Corporation the powers and rights which the Corporation may have as the holder of stock or other securities in any other corporation to vote or consent in

respect of such stock or other securities, may instruct the person or persons so appointed as to the manner of exercising such powers and rights and may execute or cause to be executed in the name and on behalf of the Corporation and under its corporate seal or otherwise all such written proxies or other instruments as he may deem necessary or proper in order that the Corporation may exercise its said powers and rights.

ARTICLE VI

GENERAL PROVISIONS

Section 6.01. Offices. The registered office of the Corporation shall be the address determined by the Board of Directors from time to time. The Corporation may have other offices, within or without the Commonwealth of Pennsylvania, at such place or places as the Board of Directors may from time to time determine or the business of the corporation may require.

Section 6.02. Corporate Seal. The Board of Directors may prescribe the form. of a suitable corporate seal, which shall contain the full name of the Corporation and the year and state of incorporation. Such seal may be used by causing it or a facsimile or reproduction thereof to be affixed to or placed upon the document to be sealed.

Section 6.03. Fiscal Year. Unless otherwise determined by the Board of Directors, the fiscal year of the Corporation shall be the calendar year.

ARTICLE VII

VALIDATION OF CERTAIN CONTRACTS

Section 7.01. No contract or other transaction between the Corporation and another person shall be invalidated or otherwise adversely affected by the fact that any one or more stockholders, directors or officers of the Corporation (i) is pecuniarily or otherwise interested in, or is a stockholder, director, officer, or member of, such other person, or (ii) is a party to, or is in any other way pecuniarily or otherwise interested in, the contract or other transaction, or (iii) is in any way connected with any person pecuniarily or otherwise interested in such contract or other transaction, provided the fact of such interest shall be disclosed or known to the Board of Directors or the stockholders, as the case may be, and in any action of the

stockholders or of the Board authorizing or approving any such contract or other transaction, any and every stockholder or director may be counted in determining the existence of a quorum with like force and effect as though he was not so interested, or was not such a stockholder, director, member or officer, or was not such a party, or was not so connected. Such director, stockholder or officer shall not be liable to account to the Corporation for any profit realized by him from or through any such contract or transaction approved or authorized as aforesaid. As used herein, the term “person” includes a corporation, partnership, firm, association or other legal entity.

ARTICLE VIII

AMENDMENTS

Section 8.01. The Bylaws may be amended, altered and repealed, and new bylaws ‘may be adopted, by the stockholders of the Corporation, or by the Board of Directors when such power is conferred upon the Board of Directors by the Certificate of Incorporation, at any regular or special meeting. No provision of these Bylaws shall vest any property or contract right in any stockholder.

ARTICLES OF INCORPORATION

OF

LONGWOOD ELASTOMERS, INC.

The undersigned, being an individual dose hereby act as incorporator in adopting the following Articles of Incorporation for the purpose of organizing a corporation authorized by law to issue shares, pursuant to the provisions of the Virginia Stock Corporation Act, Chapter 9 of Title 13.1 of the Code of Virginia.

FIRST: The corporate name for the corporation (hereinafter called the “corporation”) is LONGWOOD ELASTOMERS, INC.

SECOND: The number of shares which the corporation is authorized to issue is one thousand (1,000) , all of which are without par value and are of the SAM class and are to be Common shares.

THIRD: The post office address with street and number, if any, of the initial registered office of the corporation in the Commonwealth of Virginia is 200 West Grace Street, Richmond, Virginia 23220. The county or city in the Commonwealth of Virginia in which the said registered office of the corporation is located is the City of Richmond.

The name of the initial registered agent of the corporation at the said registered office is Calvin F. Major. The said initial registered agent meets the requirements of Section 13.1-634 of the Virginia Stock Corporation Act, insomuch he is a resident of the Commonwealth of Virginia and a member of the Virginia State Bar. The business office of the said registered agent of the corporation is identical with the said registered office of the corporation,

FOURTH: Each share of the corporation shall entitle the holder thereof to a preemptive r g t, for a period of thirty days, to subscribe for, purchase, or otherwise acquire any shares of the same class of the corporation or any equity and/or voting shares of any clans of the corporation which the corporation proposes to issue or any rights or options which the corporation proposes to grant for the purchase of shares of the same class of the corporation or of equity and/or voting shares of any clam; of the corporation or for the purchase of any shares, bends, securities, or obligations of the corporation which are convertible into or exchangeable for, or which carry any rights, to subscribe for, purchase, or otherwise acquire unissued shares of the game class of the corporation or equity and/or voting shares of any class of the corporation, whether now or hereafter authorized or created, and whether the proposed issue, reissue, or grant is for cash, property, or any other lawful consideration; and after the expiration of as4d thirty days, any and ell of such shares, rights, options, bonds, securities or obligations of the corporation may be issued, reissued, or granted by the Board of Directors, as the case may be, to such individuals and entities, and for staple lawful consideration, and on such terms, as the Board of Directors in its discretion may determine. As used herein, the terms “equity shares” and “voting shares” shall mean, respectively, shares which confer unlimited dividend rights and shares which confer unlimited voting rights in the election of one or more directors.

FIFTH: To transact any or all lawful business for which corporations may be incorporated under the provisions of the Virginia Stock Corporation Act, other than the special kinds of business enumerated In Section 13.1-620 the Virginia Stock Corporation Act.

SIXTH: The name end the address of each of the individuals who are to serve as the initial directors of the corporation are:

NAME	ADDRESS
James J. Hartnett	34 Longwood Avenue Chatham, New Jersey 07938
James J. McDonnell	64 Rolling Hill Drive Chatham, New Jersey 07020

SEVENTH: Regarding the management of the business and the regulation of the affairs of the corporation, and for defining, limiting .and - regulating the powers of the corporation, its directors, and shareholders, it is further provided:

1. Whenever any provision of the Virginia Stock Corporation Act shall otherwise require for the approval of any specified corporate action the authorization of more than two-thirds of the votes entitled to be cast by any voting group, any such corporate action shall be approved by the authorization of at least a majority of the votes entitled to be cast by said voting group. The term “voting group” as used herein shall have the meaning ascribed to it ‘by Section 13.1403 of the Virginia Stock Corporation Act.

2. The corporation shall, to the fullest extent permitted by the provisions of the Virginia Stock Corporation Act, as the same may be amended and supplemented , indemnify any and all persons whom it shall have power to indemnify under said provisions from and against any and all of the expenses, liabilities, or other matters referred to in or covered by said provisions, and the indemnification provided for heroin shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, vote of shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such 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 such a person.

EIGHTH: The duration of the corporation shall be perpetual.

Signed on November 15, 1991

/s/ Karen Rostov

Karen Rostov, Incorporator

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

November 15, 1991

The State Corporation Commission has found the accompanying articles submitted on behalf of

LONGWOOD ELASTOMERS, INC.

to comply with the requirements of law, and confirms payment of all related fees.

Therefore, it is ORDERED that this

CERTIFICATE OF INCORPORATION

be issued and admitted to record with the articles of incorporation in the Office of the Clerk of the Commission, effective November 15, 1991.

The corporation is granted the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By /s/ *Thomas P. Harvard Jr.*
Commissioner

CORPACPT
CIS20436
91-11-15-0519

Exhibit 3.13

BYLAWS

OF

LONGWOOD ELASTOMERS, INC.

(a Virginia corporation)

ARTICLE I

SHAREHOLDERS

1. SHARE CERTIFICATES. Certificates evidencing fully-paid shares of the corporation shall set forth thereon the statements prescribed by Section 13.1-647 of the Virginia Stock Corporation Act ("Stock Corporation Act") and by any other applicable provision of law, shall be signed by any two of the following officers: the President, a Vice-President, the Secretary, an Assistant Secretary, the Treasurer, an Assistant Treasurer, or any two officers designated by the Board of Directors, and may bear the corporate seal or its facsimile. Any or all of the signatures upon a certificate may be facsimile. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer, transfer agent, or registrar at the date of issue.

2. FRACTIONAL SHARES OR SCRIP. The corporation may, if authorized by the Board of Directors: issue fractions of a share or pay in money the value of fractions of a share; arrange for disposition of fractional shares by the shareholders; or issue scrip in registered or bearer form entitling the holder to receive a full share upon surrendering enough scrip to equal a full share. Each certificate representing scrip shall be conspicuously labeled "Scrip" and shall contain the information required by subsection B of Section 13.1-647 of the Stock Corporation Act. The holder of a fractional share is entitled to exercise the rights of a shareholder, including the right to vote, to receive dividends, and to participate in the assets of the corporation upon dissolution. The holder of scrip is not entitled to any of these rights unless the scrip provides for them. The Board of Directors may authorize the issuance of scrip subject to any conditions considered desirable. When the corporation is to pay in money the value of fractions of a share, such value shall be determined by the Board of Directors. A good faith judgment of the Board of Directors as to the value of a fractional share is conclusive.

3. SHARE TRANSFERS. Upon compliance with any provisions restricting the transferability of shares that may be set forth in the articles of incorporation, these Bylaws, or any written agreement in respect thereof, transfers of shares of the corporation shall be made only on the books of the corporation by the registered holder thereof, or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the corporation, or with a transfer agent or a registrar and on surrender of the certificate or certificates for such shares properly endorsed and the payment of all taxes thereon, if any. Except as may be

otherwise provided by law, the person in whose name shares stand on the books of the corporation shall be deemed the owner thereof for all purposes as regards the corporation; provided that whenever any transfer of shares shall be made for collateral security, and not absolutely, such fact, if known to the Secretary of the corporation, shall be so expressed in the entry of transfer.

4. RECORD DATE FOR SHAREHOLDERS. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors of the corporation may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than seventy days before the meeting or action requiring such determination of shareholders. If not otherwise fixed, the record date is the close of business on the day before the effective date of notice to shareholders. A determination of shareholders entitled to notice of or to vote at a shareholders, meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it shall do if the meeting is adjourned to a date more than one hundred twenty days after the date fixed for the original meeting.

5. MEANING OF CERTAIN TERMS. As used herein in respect of the right to notice of a meeting of shareholders or a waiver thereof or to participate or vote thereat or to consent or dissent in writing in lieu of a meeting, as the case may be, the term “share” or “shares” or “shareholder” or “shareholders” refers to an outstanding share or shares and to a holder or holders of record of outstanding shares when the corporation is authorized to issue only one class of shares, and said reference is also intended to include any outstanding share or shares and any holder or holders of record of outstanding shares of any class upon which or upon whom the articles of incorporation confer such rights where there are two or more classes or series of shares or upon which or upon whom the Stock Corporation Act confers such rights notwithstanding that the articles of incorporation may provide for more than one class or series of shares, one or more of which are limited or denied such rights thereunder.

6. SHAREHOLDER MEETINGS.

– TIME. The annual meeting shall be held on the date fixed from time to time by the directors. A special meeting shall be held on the date fixed from time to time by the directors except when the Stock Corporation Act confers the right to call a special meeting upon the shareholders.

– PLACE. Annual meetings and special meetings shall be held at such place in or out of the Commonwealth of Virginia as the directors shall from time to time fix.

– CALL. Annual meetings may be called by the directors or the Chairman of the Board of Directors, the President, or the Secretary or by any officer instructed by the directors or the President to call the meeting. Special meetings may be called in like manner.

– NOTICE OR ACTUAL OR CONSTRUCTIVE WAIVER OF NOTICE. A corporation shall notify shareholders of each annual and special shareholders’ meeting. Such

notice shall be given no less than ten nor more than sixty days before the meeting date except that notice of a shareholders' meeting to act on an amendment of the articles of incorporation, a plan of merger or share exchange, a proposed sale of assets pursuant to Section 13.1-724 of the Stock Corporation Act, or the dissolution of the corporation shall be given not less than twenty-five nor more than sixty days before the meeting date. Unless the Stock Corporation Act or the articles of incorporation require otherwise, notice of an annual meeting need not state the purpose for which the meeting is called. Notice of a special meeting shall state the purpose for which the meeting is called. Notwithstanding the foregoing, no notice of a shareholders' meeting need be given to a shareholder in any instance in which Section 13.1-658 of the Stock Corporation Act so provides. A shareholder may waive any notice required by the Stock Corporation Act, the articles of incorporation or the Bylaws before or after the time and date of the meeting that is the subject of such notice. The waiver shall be in writing, be signed by the shareholder entitled to the notice, and be delivered to the Secretary of the corporation for inclusion in the minutes or filing with the corporate records. A shareholder's attendance at a meeting waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented. The term "notice" as used in this paragraph shall mean notice in writing as prescribed by Section 13.1-610 of the Stock Corporation Act.

– VOTING LIST. The officer or agent having charge of the share transfer books of the corporation shall make, at least ten days before each meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting or any adjournment thereof, with the address of and the number of shares held by each. The list shall be arranged by voting group and within each voting group by class or series. For a period of ten days prior to such meeting, the list of shareholders shall be kept on file at the registered office of the corporation or at its principal office or at the office of its transfer agent or registrar and shall be subject to inspection by any shareholder at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting for the purposes thereof. The original share transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or transfer books or to vote at any meeting of shareholders.

– CONDUCT OF MEETING. Meetings of the shareholders shall be presided over by one of the following officers in the order of seniority and if present and acting - the Chairman of the Board, if any, the Vice-Chairman of the Board, if any, the President, a Vice-President, if any, or, if none of the foregoing is in office and present and acting, by a chairman to be chosen by the shareholders. The Secretary of the corporation, or in his absence, an Assistant Secretary, shall act as secretary of every meeting, but, if neither the Secretary nor an Assistant Secretary is present, the Chairman of the meeting shall appoint a secretary of the meeting.

– PROXY REPRESENTATION. A shareholder may appoint a proxy to vote or otherwise act for him by signing an appointment form, either personally or by his attorney-in-fact. An appointment is valid for eleven months, unless a longer period is expressly provided in the appointment form. An appointment of a proxy is revocable by the shareholder unless the

appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest.

– SHARES HELD BY NOMINEES. The corporation may establish a procedure by which the beneficial owner of shares that are registered in the name of a nominee is recognized by the corporation as the shareholder. The extent of this recognition may be determined in the procedure.

– QUORUM. Unless the articles of incorporation or the Stock Corporation Act provides otherwise, a majority of the votes entitled to be cast on a matter by a voting group constitutes a quorum of that voting group for action on that matter. Shares entitled to vote as a separate voting group may take action on a matter at a meeting only if a quorum of those shares exists with respect to that matter. Once a share is represented for any purpose at a meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or shall be set for that adjourned meeting.

– VOTING. Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present. If a quorum exists, action on a matter, other than the election of directors, by a voting group is approved if the votes cast within the voting group favoring the action exceed the votes cast opposing the action.

7. ACTION WITHOUT MEETING. Action required or permitted by the Stock Corporation Act to be taken at a shareholders' meeting may be taken without a meeting and without action by the Board of Directors if the action is taken by all the shareholders entitled to vote on the action. The action shall be evidenced by one or more written consents describing the action taken, signed by all the shareholders entitled to vote on the action, and delivered to the Secretary of the corporation for inclusion in the minutes or filing with the corporate records. Any action taken by unanimous written consent shall be effective according to its terms when all consents are in the possession of the corporation. Action taken under this paragraph is effective as of the date specified therein provided the consent states the date of execution by each shareholder.

ARTICLE II

BOARD OF DIRECTORS

1. FUNCTIONS GENERALLY – COMPENSATION. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation managed under the direction of, a Board of Directors. The Board may fix the compensation of directors.

2. QUALIFICATIONS AND NUMBER. A director need not be a shareholder, a citizen of the United States, or a resident of the Commonwealth of Virginia. The initial Board of Directors shall consist of two persons, which is the number of directors stated in the articles of incorporation, and which shall be the number of directors until changed. Thereafter, the number of directors shall not be less than two nor more than two. The number of directors may be fixed or changed from time to time, within such minimum and maximum, by the

shareholders or by the Board of Directors. If not so fixed, the number shall be two. After shares are issued, only the shareholders of the corporation may change the range for the size of the Board of Directors or change from a fixed to a variable-range size board or vice versa. A decrease in the number of directors does not shorten an incumbent director's term. The number of directors shall never be less than one.

3. TERMS AND VACANCIES. The terms of the initial directors of the corporation expire at the first shareholders' meeting at which directors are elected. The terms of all other directors expire at the next annual shareholders' meeting following their election. A decrease in the number of directors does not shorten an incumbent director's term. The term of a director elected by the Board of Directors to fill a vacancy expires at the next shareholders' meeting at which directors are elected. Despite the expiration of a director's term, he continues to serve until his successor is elected and qualifies. If a vacancy occurs on the Board of Directors, including a vacancy resulting from an increase in the number of directors, the shareholders or the Board of Directors may fill the vacancy; or if the directors remaining in office constitute fewer than a quorum of the Board of Directors, they may fill the vacancy by the affirmative vote of a majority of the directors remaining in office.

4. MEETINGS.

– TIME. Meetings shall be held at such time as the Board shall fix, except that the first meeting of a newly elected Board shall be held as soon after its election as the directors may conveniently assemble.

– PLACE. The Board of Directors may hold regular or special meetings in or out of the Commonwealth of Virginia at such place as shall be fixed by the Board.

– CALL. No call shall be required for regular meetings for which the time and place have been fixed. Special meetings may be called by or at the direction of the Chairman of the Board, if any, the Vice-Chairman of the Board, if any, of the President, or of a majority of the directors in office.

– NOTICE OR ACTUAL OR CONSTRUCTIVE WAIVER. Regular meetings of the Board of Directors may be held without notice of the date, time, place, or purpose of the meeting. Written, or oral, notice of the time and place shall be given for special meetings in sufficient time for the convenient assembly of the directors thereat. The notice of any meeting need not describe the purpose of the meeting. A director may waive any notice required by the Stock Corporation Act or by these Bylaws before or after the date and time stated in the notice, and such waiver shall be equivalent to the giving of such notice. A director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the director at the beginning of the meeting or promptly upon his arrival objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting. Except as hereinbefore provided, a waiver shall be in writing, signed by the director entitled to the notice, and filed with the minutes or corporate records.

– QUORUM AND ACTION. A quorum of the Board of Directors consists of a majority of the number of directors specified in or fixed in accordance with these Bylaws. If a

quorum is present when a vote is taken, the affirmative vote of a majority of directors present is the act of the Board of Directors. Whenever the Stock Corporation Act requires the Board of Directors to recommend or approve any proposed corporate act, such recommendation or approval shall not be required if the proposed corporate act is adopted by the unanimous consent of shareholders. The Board of Directors may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

– CHAIRMAN OF THE MEETING. Meetings of the Board of Directors shall be presided over by the following directors in the order of seniority and if present and acting – the Chairman of the Board, if any, the Vice-Chairman of the Board, if any, the President, or any other director chosen by the Board.

5. REMOVAL OF DIRECTORS. The shareholders may remove one or more directors with or without cause pursuant to the provisions of Section 13.1-680 of the Stock Corporation Act.

6. COMMITTEES. The Board of Directors may create one or more committees and appoint members of the Board of Directors to serve on them. Each committee may have two or more members, who serve at the pleasure of the Board of Directors. The creation of a committee and the appointment of members to it shall be approved by the greater number of (a) a majority of all the directors in office when the action is taken, or (b) the number of directors required by the articles of incorporation or these Bylaws to take action under the provisions of Section 13.1-688 of the Stock Corporation Act. The provisions of Sections 13.1-684 through 13.1-688 of the Stock Corporation Act, which govern meetings, action without meetings, notice, and waiver of notice, apply to committees and their members as well. To the extent specified by the Board of Directors or these Bylaws, each committee may exercise the authority of the Board of Directors except such authority as may not be delegated under the Stock Corporation Act.

7. ACTION WITHOUT MEETING. Action required or permitted by the Stock Corporation Act to be taken at a Board of Directors' meeting may be taken without a meeting if the action is taken by all members of the Board. The action shall be evidenced by one or more written consents stating the action taken, signed by each director either before or after the action taken, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this paragraph is effective when the last director signs the consent unless the consent specifies a different effective date, in which event the action taken is effective as of the date specified therein provided the consent states the date of execution by each director.

ARTICLE III

OFFICERS

The corporation shall have a President, and a Secretary, and such other officers as may be deemed necessary, each or any of whom may be elected or appointed by the directors or

may be chosen in such manner as the directors shall determine. The same individual may simultaneously hold more than one office in the corporation.

Unless otherwise provided in the resolution of election or appointment, each officer shall hold office until the meeting of the Board of Directors following the next annual meeting of shareholders and until his successor has been elected and qualified.

Each officer of the corporation has the authority and shall perform the duties prescribed by the Board of Directors or by direction of an officer authorized by the Board of Directors to prescribe the duties of other officers; provided, that the Secretary shall have the responsibility for preparing and maintaining custody of minutes of the directors' and shareholders' meetings and for authenticating records of the corporation.

The Board of Directors may remove any officer at any time with or without cause.

ARTICLE IV

REGISTERED OFFICE AND AGENT

The address of the initial registered office of the corporation and the name of the initial registered agent of the corporation are set forth in the original articles of incorporation.

ARTICLE V

CORPORATE SEAL

The corporate seal shall have inscribed thereon the name of the corporation and shall be in such form and contain such other words and/or figures as the Board of Directors shall determine or the law require.

ARTICLE VI

FISCAL YEAR

The fiscal year of the corporation shall be fixed, and shall be subject to change, by the Board of Directors.

ARTICLE VII

CONTROL OVER BYLAWS

The power to alter, amend, and repeal the Bylaws and to make new Bylaws shall be vested in the Board of Directors, but Bylaws made by the Board of Directors may be repealed or changed, and new Bylaws made, by the shareholders, and the shareholders may prescribe that any Bylaw made by them shall not be altered, amended, or repealed by the directors.

I HEREBY CERTIFY that the foregoing is a full, true, and correct copy of the Bylaws of LONGWOOD ELASTOMERS, INC., a corporation of the Commonwealth of Virginia, as in effect on the date hereof.

WITNESS my hand and the seal of the corporation.

Dated: November 20, 1991

/s/ [illegible]

Secretary of
LONGWOOD ELASTOMERS, INC.

(SEAL)

Exhibit 3.14

RESTATED CERTIFICATE OF INCORPORATION

OF

LONGWOOD INDUSTRIES, INC.

PURSUANT TO N.J.S. 14A:9-5(4)

Dated: October 20, 2005

The undersigned corporation certifies that it has adopted the following Restated Certificate of Incorporation:

ARTICLE I
Corporate Name

The name of the corporation is Longwood industries, Inc.

ARTICLE II
Purpose

The purpose for which this corporation is organized is to engage in any activity within the purposes for which corporations may be organized under the New Jersey Business Corporation Act.

ARTICLE III
Registered Office and Agent

The address of the corporation's current registered office is 325 Columbia Turnpike, Florham Park, New Jersey 07932; the name of the corporation's current registered agent at that address is Nancy C. McDonald, Esq.

ARTICLE IV
Current Board of Directors

The current number of directors are established at five (5). The names and addresses of the persons currently serving on the Board of Directors are as follows:

James J. Hartnett	325 Columbia Turnpike Florham Park, New Jersey 07932
James J. McDonnell	325 Columbia Turnpike Florham Park, New Jersey 07932
Reid White	325 Columbia Turnpike Florham Park, New Jersey 07932
Steven M. Farsht	3600 IDS Center 80 South 8th Street Minneapolis, Minnesota 55402

Michael Hall | 3600 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402

ARTICLE V
Capital Stock

The total authorized capital stock of the corporation shall be 1,000 shares of Common Stock, no par value. Shares of capital stock of each class may be issued from time to time for such consideration as may be fixed from time to time by the Board of Directors.

ARTICLE VI
Board of Directors

The number of directors shall be established from time to time by the Board of Directors. Directors shall be elected to hold office until the next annual meeting of shareholders and until their successors shall have been duly elected and qualified.

ARTICLE VII
Personal Liability of Officers and Directors: Indemnification

A. Exculpation. A director or an officer of the corporation shall not be personally liable to the corporation or its shareholders for the breach of any duty owed to the corporation or its shareholders except to the extent that an exemption from personal liability is not permitted by the New Jersey Business Corporation Act.

B. Indemnification. Every person who is or was a director or officer of the corporation shall be indemnified by the corporation to the fullest extent allowed by law, including the indemnification permitted by N.J.S. 14A:3-5(8), against all liabilities and expenses imposed upon or incurred by that person in connection with any proceeding in which that person may be made, or threatened to be made, a party, or in which that person may become involved by reason of that person being or having been a director or officer or of serving or having served as a director or officer with any other enterprise at the request of the corporation, whether or not that person is a director or officer or continues to serve the other enterprise at the time the liabilities or expenses are imposed or incurred. During the pendency of a proceeding, the corporation shall advance expenses, from time to time, as they are incurred, to any such present or former director or officer, subject to the receipt by the corporation of an undertaking by such person as required by law.

ARTICLE VIII
Shareholder Action

A. No Consents. After the date, if ever, that the Securities and Exchange Commission declares effective a registration statement filed by the corporation pursuant to the Securities Act of 1933, as amended, any action required or permitted to be taken by the shareholders of the corporation must be effected at an annual or special meeting of shareholders of the corporation and may not be effected by any consents in writing by such shareholders unless all shareholders entitled to vote thereon consent thereto in writing.

B. Amendment. This Article VIII may not be altered, amended or repealed except by an affirmative vote of the holders of at least two-thirds of the shares entitled to vote thereon,

IN WITNESS WHEREOF, the undersigned corporation has caused this restated certificate of incorporation to be executed on its behalf by its duly authorized officer as of the date first above written.

LONGWOOD INDUSTRIES, INC.

By: */s/ James J. Hartnett*
James J. Hartnett, President

CERTIFICATE OF ADOPTION OF

RESTATED CERTIFICATE OF INCORPORATION

OF

LONGWOOD INDUSTRIES, INC.

Pursuant to N.J.S. 14A:9-5

Dated: October 20, 2005

The undersigned corporation, having adopted a Restated Certificate of Incorporation pursuant to N.J.S. 14A:9-5, certifies that:

1. The name of the corporation is Longwood Industries, Inc.

2. The Restated Certificate of Incorporation was adopted by the sole shareholder of the Company by written, consent dated October 20, 2005.

3. The number of shares entitled to vote on adoption of the Restated Certificate of Incorporation were 556,439. 19,214 shares of Class A Voting Common Stock were entitled to vote on the amendment as a separate class. 323,225 shares of Class 13 Non-Voting Common Stock were entitled to vote on the amendment as a separate class. 214,000 shares of Series A Preferred Stock were entitled to vote on the amendment as a separate class.

4. The number of shares of which voted for and against the adoption of the Restated Certificate of Incorporation were as follows:

   Class A Voting Common Stock
   For: 19,214
   Against: None

   Class B Non-Voting Common Stock
   For: 323,225
   Against: None

   Series A Preferred Stock
   For: 214,000
   Against: None

5. Upon filing of the Restated Certificate of Incorporation, all issued and outstanding shares of Class A Common Stock, Class B Common Stock and Series A Preferred Stock shall, in the aggregate, will be converted into 100 shares of Common Stock.

6. Shareholder approval of the Restated Certificate of Incorporation was given without a meeting by written consent of the sole shareholder pursuant to N.J.S. 14A:5-6(1).

IN WITNESS WHEREOF, the undersigned corporation has caused this Certificate to be executed on its behalf by its duly authorized officer as of the date first above written.

LONGWOOD INDUSTRIES, INC.

By: */s/ James J. Hartnett*
James J. Hartnett, President

Exhibit 3.15

BY-LAWS

OF

LONGWOOD INDUSTRIES, INC.

Adopted November 20, 1991

ARTICLE I
OFFICES

1. Registered Office and Agent — The registered office of the Corporation in the State of New Jersey is at 570 Broad Street, Newark, New Jersey.

The registered agent of the Corporation at such office is NANCY C. MCDONALD.

2. Principal Place of Business. — The principal place of business of the Corporation is:

325 Columbia Turnpike

Florham Park, New Jersey 07932

3. Other Places of Business. — Branch or subordinate places of business or offices may be established at any time by the Board at any place or places where the Corporation is qualified to do business.

ARTICLE II
SHAREHOLDERS

1. Annual Meeting. — The annual meeting of shareholders shall be held upon not less than ten nor more than sixty days written notice of the time, place, and purposes of the meeting at 10:00 o'clock a.m. on the twentieth day of the month of November of each year at 570 Broad Street, Newark, New Jersey or at such other time and place as shall be specified in the notice of meeting, in order to elect directors and transact such other business as shall come before the meeting. If that date is a legal holiday, the meeting shall be held at the same hour on the next succeeding business day.

2. Special Meetings. — A special meeting of shareholders may be called for any purpose by the president or the Board. A special meeting shall be held upon not less than ten nor more than sixty days written notice of the time, place, and purposes of the meeting.

3. Action without Meeting. — The shareholders may act without a meeting if, prior or subsequent to such action, each shareholder who would have been entitled to vote upon such action shall consent in writing to such action. Such written consent or consents shall be filed in the minute book.

4. Quorum. — The presence at a meeting in person or by proxy of the holders of shares entitled to cast a majority of the votes shall constitute a quorum.

ARTICLE III
BOARD OF DIRECTORS

1. Number and Term of Office. — The Board shall consist of no less than two (2) and no more than three (3) members to be set by the shareholders. The directors shall be elected by the shareholders at each annual meeting and shall hold office until the next annual meeting of shareholders and until each director's successor shall have been elected and qualified.

2. Regular Meetings. — A regular meeting of the Board shall be held without notice immediately following and at the same place as the annual shareholders' meeting for the purposes of electing officers and conducting such other business as may come before the meeting. The Board, by resolution, may provide for additional regular meetings which may be held without notice, except to members not present at the time of the adoption of the resolution.

3. Special Meeting. — A special meeting of the Board may be called at any time by the president or by directors for any purpose. Such meetings shall be held upon 2 days' notice if given orally, (either by telephone or in person,) or by telegraph, or by 10 days' notice if given by depositing the notice in the United States mails, postage prepaid. Such notice shall specify the time and place of the meeting.

4. Action Without Meeting. — The Board may act without a meeting if, prior or subsequent to such action, each member of the Board shall consent in writing to such action. Such written consent or consents shall be filed in the minute book.

5. Quorum. — A majority of the entire Board shall constitute a quorum for the transaction of business.

6. Vacancies in Board of Directors. — Any vacancy in the Board, including a vacancy caused by an increase in the number of directors, may be filled by the affirmative vote of a majority of the remaining directors, even though less than a quorum of the Board, or by a sole remaining director.

ARTICLE IV
WAIVERS OF NOTICE

Any notice required by these by-laws, by the certificate of incorporation, or by the New Jersey Business Corporation Act may be waived in writing by any person entitled to notice. The waiver or waivers may be executed either before or after the event with respect to which notice is waived. Each director or shareholder attending a meeting without protesting, prior to its conclusion, the lack of proper notice shall be deemed conclusively to have waived notice of the meeting.

ARTICLE V
OFFICERS

1. Election. — At its regular meeting following the annual meeting of shareholders, the Board shall elect a president, a treasurer, a secretary, and it may elect such other officers, including one or more vice presidents, as it shall deem necessary. One person may hold two or more offices.

2. Duties and Authority of President. — The president shall be chief executive officer of the Corporation. Subject only to the authority of the Board, he shall have general charge and supervision over, and responsibility for, the business and affairs of the Corporation. Unless otherwise directed by the Board, all other officers shall be subject to the authority and supervision of the president. The president may enter into and execute in the name of the Corporation contracts or other instruments in the regular course of business or contracts or other instruments not in the regular course of business which are authorized, either generally or specifically, by the Board. He shall have the general powers and duties of management usually vested in the office of president of a corporation.

3. Duties and Authority of Vice President. — The vice president shall perform such duties and have such authority as from time to time may be delegated to him by the president or by the Board. In the absence of the president or in the event of his death, inability, or refusal to act, the vice president shall perform the duties and be vested with the authority of the president.

4. Duties and Authority of Treasurer. — The treasurer shall have the custody of the funds and securities of the Corporation and shall keep or cause to be kept regular books of account for the Corporation. The treasurer shall perform such other duties and possess such other powers as are incident to that office or as shall be assigned by the president of the Board.

5. Duties and Authority of Secretary. — The secretary shall cause notices of all meetings to be served as prescribed in these by-laws and shall keep or cause to be kept the minutes of all meetings of the shareholders and the Board. The secretary shall have charge of the seal of the Corporation. The secretary shall perform such other duties and possess such other powers as are incident to that office or as are assigned by the president or the Board.

ARTICLE VI
AMENDMENTS TO AND EFFECT OF BY-LAWS; FISCAL YEAR

1. Force and Effect of By-laws. — These by-laws are subject to the provisions of the New Jersey Business Corporation Act and the Corporation's certificate of incorporation, as it may be amended from time to time. If any provision in these by-laws is inconsistent with a provision in the Act or the certificate of incorporation, the provision of the Act or the certificate or incorporation shall govern.

2. Wherever in these by-laws references are made to more than one incorporator, director or shareholder, they shall, if this is a sole incorporator, director, Shareholder Corporation, be construed to mean the solitary person; and all provisions dealing

with the quantum of majorities or quorums shall be deemed to mean the action by the one person constituting the corporation.

3. Amendments to By-laws. — These by-laws may be altered, amended or repealed by the shareholders or the Board. Any by-law adopted, amended or repealed by the shareholders may be amended or repealed by the Board, unless the resolution of the shareholders adopting such by-law expressly reserves to the shareholders the right to amend or repeal it.

4. Fiscal Year. — The fiscal year of the Corporation shall begin on the first day of October of each year.

LONGWOOD INDUSTRIES, INC.

AMENDMENT TO BY-LAWS

(adopted May 30, 2000)

Article III, Section 1 of the By-Laws of Longwood Industries, Inc. shall be amended to read in its entirety as follows:

1. Number and Term of Office. — The Board shall consist of no less than two (2) and no more than four (4) members to be set by the Board. Except for one director who shall be elected by the Note Holders so long as the Notes shall remain outstanding, all directors shall be elected by the shareholders at each annual meeting and shall hold office until the next meeting of shareholders and until each director's successor shall have been elected and qualified.

"Note Holders" shall mean those holders of the Junior Subordinated Notes ("Notes") dated May 31, 2000 made by the Corporation in the aggregate amount of $12.27 million in connection with the Corporation's financing of the acquisition of the stocks and assets of its rubber molding operations

Exhibit 3.16

CERTIFICATE OF INCORPORATION
OF
LONGWOOD INTERNATIONAL, INC.

The undersigned, a natural person, for the purpose of organizing a corporation for conducting the business and promoting the purposes hereinafter stated, under the provisions and subject to the requirements of the laws of the State of Delaware (particularly Chapter 1, Title 8 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified, and referred to as the "General Corporation Law of Delaware"), hereby certifies that:

1. The name of the Corporation incorporated hereby is Longwood International, Inc.

2. The address of the Corporation's registered office in the State of Delaware is 1013 Centre Road, in the City of Wilmington, County of New Castle. The name of the Corporation's registered agent at such address is Corporation Service Company.

3. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4. The total number of shares of stock which the Corporation shall have authority to issue is one thousand (1,000) shares of common stock, no par value.

5. Election of directors need not be by ballot unless the by-laws of the Corporation so provide. The books of the Corporation may (subject to any statutory requirements) be kept at such place whether within or outside the State of Delaware as may be designated by the board of directors or in the by-laws of the Corporation.

6.The affairs of the Corporation shall be managed by a board of directors (the "Board of Directors"). The number of directors of the Corporation shall be from time to time fixed by or in the manner provided in, the by-laws of the Corporation, with the initial Board of Directors consisting of one member.

7. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (a) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) under Section 174 of the General Corporation Law of Delaware, or (d) for any transaction from which the director derived any improper personal benefit. If the General Corporation Law of Delaware is amended after the filing of this Certificate of Incorporation to authorize corporate action eliminating or further limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of Delaware, as so amended. Any repeal or modification of the foregoing portion of this paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

8. The name and mailing address of the sole incorporator is as follows:

Gary M. Wingens
Lowenstein Sandler, PC
65 Livingston Ave.
Roseland, NJ 07068

THE UNDERSIGNED has hereby executed this Certificate of Incorporation as the sole incorporator of the Corporation, for the purpose of forming the Corporation pursuant to the General Corporation Law of Delaware, does make this certificate, hereby declaring and further certifying that this is the undersigned's act and deed and that the facts herein stated are true, as of May 11, 2000.

/s/ Gary M. Wigens
Gary M. Wingens, Incorporator

Exhibit 3.17

BY-LAWS

OF

LONGWOOD INTERNATIONAL, INC.

(hereinafter called the “Corporation”)

ARTICLE I

OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Wilmington, County of Newcastle, State of Delaware.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or without the State of Delaware, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meeting the stockholders shall elect by a plurality vote a Board of Directors, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall he given to each stockholder entitled to vote at such meeting not less than ten nor more than sixty days before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Certificate of Incorporation, Special Meetings of Stockholders, for any purpose or purposes, may be called by either (i) the Chairman, if there be one, or (ii) the President, (iii) any Vice President, if there be one, (iv) the Secretary, if there be one, and shall be called by any such officer at the request in writing of a majority of the Board of Directors or at the request in writing of stockholders owning a majority of the capital stock of the Corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting, Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten nor more than sixty days before the date of the meeting to each stockholder entitled to vote at such meeting.

Section 4. Quorum. Except as otherwise provided by law or by the Certificate of Incorporation, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not he present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Certificate of Incorporation or these By-Laws, any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat. Each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall he voted on or after three years from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. Consent of Stockholders in Lieu of Meeting. Unless otherwise provided in the Certificate of Incorporation, any action required or permitted to be taken at any Annual or Special Meeting of Stockholders of the Corporation, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE III

DIRECTORS

Section 1. Number Election and Removal of Directors. The Board of Directors shall consist of one or more members, the exact number of which shall initially be fixed by the Incorporator and thereafter from time to time by the Board of Directors. Except as provided in Section 2 of this Article, directors shall be elected by a plurality of the votes cast at Annual Meetings of Stockholders and each director so elected shall hold office until the next Annual Meeting and until his successor is duly elected and qualified or until his earlier resignation or removal. Any director may resign at any time upon notice to the Corporation. Directors need not be stockholders. At any time, directors may be removed and their successors chosen by the unanimous written consent of the holders of the outstanding stock of the Corporation entitled to vote on the election of directors.

Section 2. Vacancies. Subject to Section 1 of this Article, vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and qualified, or until their earlier resignation or removal.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these By-Laws directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either within or without the State of Delaware. Regular meetings of the Board of Directors may he held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there be one, the President, or any two directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail, overnight courier service, or facsimile not less than forty-eight (48) hours before the date of the meeting, by telephone or telegram on twenty-four (24) hours notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these By-Laws, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these By-Laws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Certificate of Incorporation or these By-Laws, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee 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 7 shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board of

Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute, a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required.

Section 9. Compensation. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

Section 10. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the shareholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the shareholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the shareholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall he chosen by the Board of Directors and shall be a President, a Secretary and a Treasurer. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director) and one or more Vice-Presidents and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these By-Laws. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election. The Board of Directors at its first meeting held after each Annual Meeting of Stockholders shall elect the officers of the Corporation who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any officer elected by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries of all officers of the Corporation shall be fixed by the Board of Directors.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice-President and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and power incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there be one, shall preside at all meetings of the stockholders and of the Board of Directors. He shall be the Chief Executive Officer of the Corporation, and except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. During the absence or disability of the President, the Chairman of the Board of Directors shall exercise all the powers and discharge all the duties of the President. The Chairman of the Board of Directors shall also perform such other duties and may exercise such other powers as from time to time may he assigned to him by these By-Laws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors and, if there be one, the Chairman of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these By-Laws, the Board of Directors or the President. In the absence or disability of the Chairman of the Board of Directors, or if there be none, the President shall preside at all meetings of the stockholders and the Board of Directors. If there he no Chairman of the Board of Directors, the President shall be the Chief Executive Officer of the Corporation. The President shall also perform such other duties and may exercise such other powers as from time to time may he assigned to him by these By-Laws or by the Board of Directors.

Section 6. Vice-Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the

Board of Directors), the Vice-President or the Vice-Presidents if there is more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice-President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there be no Chairman of the Board of Directors and no Vice-President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to he given notice of all meetings of the stockholders and special meetings of the Board of Directors, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all hooks, reports, statements, certificates and other documents and records required by law to he kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may he ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books; papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the Chairman of the Board of Directors, the President or a Vice-President and (ii) by the Treasurer or the Secretary, certifying the number of shares owned by him in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may he a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may he issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these By-Laws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty days nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall he entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not he hound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person,

whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these By-Laws, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by telegram, facsimile, or overnight courier service.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these By-Laws, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words “Corporate Seal, Delaware”. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other Than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made

a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct. set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall he indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 shall mean any other corporation or any partnership, joint venture, trust or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may he deemed to have met the applicable standard of conduct set forth in Sections 1 or 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director, officer, employee or agent may apply to any court of competent jurisdiction in the State of Delaware for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standards of conduct set forth in Sections 1 or 2 of this Article VIII, as the case may be. Notice of any application for indemnification pursuant to this Section 5 shall he given to the Corporation promptly upon the filing of such application.

Section 6. Expenses Payable in Advance. Expenses incurred in defending or investigating a threatened or pending action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Non-exclusivity and Survival of Indemnification. The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-Law, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Sections 1 or 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the General Corporation Law of the State of Delaware, or otherwise. The indemnification provided by this Article VIII 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 such person.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Meaning of “Corporation” for Purposes of Article VIII. For purposes of this Article VIII, references to “the Corporation” shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shalt stand in the same position under the provisions of this Article VIII with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

ARTICLE IX
AMENDMENTS

Section 1. Amendments to By-Laws. These By-Laws may be altered, amended or repealed, in whole or in part, or new By-Laws may be adopted by the affirmative vote of the holders of a majority of all of the outstanding capital stock entitled to vote thereon or by the Board of Directors. Notice of such alteration, amendment, repeal or adoption of new By-Laws shall be contained in the notice of such meeting of stockholders and/or Board of Directors.

Section 2. Entire Board of Directors. As used in this Article IX and in these By-Laws generally, the term “entire Board of Directors” means the total number of directors that the Corporation would have if there were no vacancies.

ARTICLE X
MISCELLANEOUS

Section 1. Force and Effect of By-Laws. These By-Laws are subject to the provisions of the General Corporation Law of the State of Delaware and the Corporation’s Certificate of Incorporation, as it may be amended from time to time. If any provision in these By-Laws is inconsistent with a provision in that Law or the Certificate of Incorporation, the provision of the Law or the Certificate of Incorporation shall govern to the extent of such inconsistency.

CERTIFICATE OF INCORPORATION
OF
BOISE LOCOMOTIVE COMPANY

The undersigned, in order to form a corporation for the purpose hereinafter stated, under and pursuant to the provisions of the General Corporation Law of the State of Delaware, does hereby certify as follows:

ARTICLE I

The name of the Corporation is: Boise Locomotive Company.

ARTICLE II

The registered office of the Corporation in the State of Delaware is located at 1209 Orange Street in the city of Wilmington, 19801, County of New Castle. The name of the Corporation's registered agent at such address is The Corporation Trust Company.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE IV

The total number of shares of stock which the Corporation shall have authority to issue is one thousand (1,000) shares of common stock, par value one cent ($0.01) per share.

ARTICLE V

Election of directors need not be by ballot unless the By-laws of the Corporation shall so provide.

ARTICLE VI

In furtherance and not in limitation of the power conferred upon the Board of Directors by law, the Board of Directors shall have the power to make, adopt, alter, amend and repeal, from time to time, the By-laws of the Corporation; subject to the right of the Stockholders entitled to vote with respect thereto to alter and repeal By-laws made by the Board of Directors.

ARTICLE VII

To the fullest extent permitted by the General Corporation Law of the State of Delaware as the same now exists or may hereafter be amended, a director of the Corporation shall not be liable to the Corporation or its Stockholders for monetary damages for breach of fiduciary conduct as a director.

ARTICLE VIII

The incorporator of the Corporation is Lisa J. Falenski whose mailing address is DOEPKEN KEEVICAN & WEISS PROFESSIONAL CORPORATION, 37th Floor, USX Tower, 600 Grant Street, Pittsburgh, Pennsylvania 15219.

IN WITNESS WHEREOF, the undersigned has hereunder set her hand and seal this 17th day of December, 1996.

/s/ *Lisa J. Falenski*

Lisa J. Falenski, Sole Incorporator

RESERVATION NO.: 2687009

CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF INCORPORATION
OF
BOISE LOCOMOTIVE COMPANY

Boise Locomotive Company, a corporation organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify as follows:

By unanimous written consent, in accordance with Sections 228 and 141(f) of the General Corporation Law of the State of Delaware, the stockholder and directors of the Corporation have duly adopted, in accordance with the provisions of Section 242 of the said General Corporation Law of the State of Delaware, an amendment to the Certificate of Incorporation of the Corporation whereby Article I thereof is changed so that, as amended, said Article shall be and read as follows:

The name of the Corporation shall be: MotivePower, Inc.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to be duly executed as the 30th day of June, 2000.

BOISE LOCOMOTIVE COMPANY

By /s/ *A1varo Garcia-Tunon*
A1varo Garcia-Tunon
Vice President & Secretary

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE
AND OF REGISTERED AGENT

It is hereby certified that:

1. The name of the corporation (hereinafter called the “corporation”) is MOTIVEPOWER, INC.

2. The registered office of the corporation within the State of Delaware is hereby changed to 2711 Centerville Road, Suite 400, City of Wilmington 19808, County of New Castle.

3. The registered agent of the corporation within the State of Delaware is hereby changed to Corporation Service Company, the business office of which is identical with the registered office of the corporation as hereby changed.

4. The corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on 11/17/03

/s/ *Alvaro Garcia-Tunon*
Alvaro Garcia-Tunon, Chief Financial Officer

AMENDED & RESTATED BYLAWS

OF MOTIVEPOWER, INC.

(hereinafter the "Corporation")

ADOPTED JANUARY 5, 2010

ARTICLE I

STOCKHOLDERS

Section 1.01. Annual Meetings. Annual meetings of the stockholders shall be held, at such date, time and place as may be fixed by the Board of Directors and as set forth in the notice of the meeting.

Section 1.02. Special Meetings. Special meetings of the stockholders may be called at any time, for the purpose or purposes set forth in the call, by the President, the Board of Directors or the holders of at least one-fifth of all the shares of any class outstanding and entitled to vote thereat, by delivering a written request to the Secretary. At any time, upon the written request of any person or persons who have duly called a special meeting, it shall be the duty of the Secretary to fix the date of the meeting, to be held not more than 75 days after receipt of the request, and to give due notice thereof. Special meetings shall be held at such place and at such time and date as the Board of Directors shall determine and as set forth in the notice of the meeting.

Section 1.03. Notice of Annual and Special Meetings. Except as otherwise expressly required by law, notice of each meeting of stockholders, whether annual or special, shall be given, at least 10 and not more than 60 days prior to the date on which the meeting is to be held, to each stockholder of record entitled to vote thereat by delivery of a notice thereof to him personally or by sending a copy thereof through the mail, electronically or by courier, charges prepaid, to his address appearing on the records of the Corporation. Each such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, shall briefly state the purpose or purposes for which the meeting is called. A written waiver of notice, signed by the person or persons entitled to such notice, whether before or after the date and time fixed for the meeting shall be deemed the equivalent of such notice. Neither the business to be

transacted at, nor the purpose of, the meeting need be specified in a waiver of notice of such meeting.

Section 1.04. Quorum. A stockholders' meeting duly called shall not be organized for the transaction of business unless a quorum is present. At any meeting, the presence in person or by proxy of stockholders entitled to cast at least a majority of the votes which all stockholders are entitled to cast on the particular matter shall constitute a quorum for the purpose of considering such matter, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation. The stockholders present at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum. If a meeting cannot be organized because a quorum has not attended, those present may adjourn the meeting from time to time to such time (not more than 30 days after the next previous adjourned meeting) and place as they may determine, without notice other than by announcement at the meeting of the time and place of the adjourned meeting; and in the case of any meeting called for the election of directors, those who attend the second of such adjourned meetings, although entitled to cast less than a majority of the votes entitled to be cast on any matter to be considered at the meeting, shall nevertheless constitute a quorum for the purpose of electing directors.

Section 1.05. Voting. At every meeting of stockholders, each holder of record of issued and outstanding stock of the Corporation entitled to vote at such meeting shall be entitled to vote in person or by proxy and, except where a date has been fixed as the record date for the determination of stockholders entitled to notice of or to vote at such meeting, no holder of record of a share of stock which has been transferred on the books of the Corporation within 10 days next preceding the date of such meeting shall be entitled to notice of or to vote at such meeting in respect of such share so transferred. Resolution of the stockholders shall be adopted, and any action of the stockholders at a meeting upon any matter shall be taken and be valid, only if at least a majority of the votes cast with respect to such resolutions or matter are cast in favor thereof, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation. The Chairman of the Board (if one has been elected and is present) shall be chairman, and the Secretary (if present) shall act as secretary, at all meetings of the stockholders. In the absence of the Chairman of the Board, the President shall be chairman; and

in the absence of both of them, the chairman shall be designated by the Board of Directors or if not so designated shall be elected by the stockholders present; and in the absence of the Secretary, an Assistant Secretary shall act as secretary of the meeting.

Section 1.06. Procedure at Stockholders' Meetings. The organization of each meeting of the stockholders, the order of business thereat and all matters relating to the manner of conducting the meetings shall be determined by the chairman of the meeting, whose decisions may be overruled only by a majority vote (which shall not be by ballot) of the stockholders present and entitled to vote at the meeting in person or by proxy. Meetings shall be conducted in a manner designed to accomplish the business of the meeting in a prompt and orderly fashion and to be fair and equitable to all stockholders, but it shall not be necessary to follow Roberts' Rules of Order or any other manual of parliamentary procedure.

Section 1.07. Action Without a Meeting. Unless otherwise provided by the Certificate of Incorporation, any action required to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, and such written consent is delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business or an officer or agent of the Corporation, having custody of the book in which proceedings of meetings of stockholders are recorded. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE II

DIRECTORS

Section 2.01. Number, Election and Term of Office. The number of directors which shall constitute the full Board of Directors shall be determined by resolution of the board of directors or by the stockholders at the annual meeting, except that in the absence of any such determination, such number shall be one. A full Board of Directors shall be elected at each

annual meeting of the stockholders. Each director shall hold office for the term for which he is elected and thereafter until his successor is duly elected or until his death, resignation or removal. Directors need not be stockholders.

Section 2.02. Annual Meetings. Annual meetings of the Board of Directors shall be held each year at the same place as and immediately after the annual meeting of stockholders, or at such other place and time as shall theretofore have been determined by the Board. At its regular annual meeting, the Board of Directors shall organize itself and elect the officers of the Corporation for the ensuing year, and may transact any other business.

Section 2.03. Regular Meetings. Regular meetings of the Board of Directors may be held at such intervals and at such time and place as shall from time to time be determined by the Board. After there has been such determination and notice thereof has been once given to each person then a member of the Board of Directors, regular meetings may be held at such intervals and time and place without further notice being given.

Section 2.04. Special Meetings. Special meetings of the Board of Directors may be called at anytime by the Board, by the Chairman of the Board, by the President or by any two directors, to be held on such day and at such time and place as shall be specified by the person or persons calling the meeting.

Section 2.05. Notice of Annual and Special Meetings. Except as otherwise expressly required by law, notice of the annual meeting of the Board of Directors need not be given. Except as otherwise expressly required by law, notice of every special meeting of the Board of Directors specifying the place, date and time thereof shall be given to each director either by being mailed on at least the third day prior to the date of the meeting or by being sent by mail, electronically, courier, personally or telephone at least 24 hours prior to the time of the meeting. A written waiver of notice of a special meeting, signed by the person or persons entitled to such notice, whether before or after the date and time stated therein fixed for the meeting, shall be deemed the equivalent of such notice, and attendance of a director at a meeting shall constitute a waiver of notice of such meeting except when the director attends the meeting for the express purpose of objecting, when he enters the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.06. Quorum and Manner of Acting. At all meetings of the Board of Directors, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation, the presence of a majority of the full Board shall be necessary and sufficient to constitute a quorum for the transaction of business. If a quorum is not present at any meeting, the meeting may be adjourned from time to time by a majority of the directors present until a quorum as aforesaid shall be present, but notice of the time and place to which such a meeting is adjourned shall be given to any directors not present either by being sent by mail, electronically, courier, personally or telephone at least eight hours prior to the date of reconvening. Resolutions of the Board of Directors shall be adopted, and any action of the Board at a meeting upon any matter shall be taken and be valid, only with the affirmative vote of at least a majority of the directors present at the meeting, except as otherwise provided herein. The chairman of the Board (if one has been elected and is present) shall be the chairman, and the Secretary (if present) shall act as secretary, at all meetings of the Board. In the absence of the Chairman of the Board, the President shall be chairman, and in the absence of both of them the directors present shall select a member of the Board of Directors to be chairman; and in the absence of the Secretary, the chairman of the meeting shall designate any person to act as secretary of the meeting.

Section 2.07. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or on any committee thereof may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by all members of the Board or such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of committee.

Section 2.08. Participation by Conference Telephone. Members of the Board of Directors of the Corporation, or any committee designated by the Board, may participate in a meeting of the Board or committee by means of teleconference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

Section 2.09. Resignations. A director may resign by submitting his written resignation to the Chairman of the Board (if one has been elected) or to the Secretary. Unless

otherwise specified therein, the resignation of a director need not be accepted to make it effective and shall be effective immediately upon its receipt by such officer or as otherwise specified therein. If the resignation of a director specifies that it shall be effective at some time later than receipt, until that time the resigning director shall be competent to act on all matters before the board of Directors, including filling the vacancy caused by such resignation.

Section 2.10. Removal of Directors. The entire Board of Directors or any individual director may be removed at any time for cause or without cause by the holders of a majority of the shares then entitled to vote at an election of directors. The vacancy or vacancies caused in the Board of Directors by such removal may, but need not, be filled by such stockholders at the same meeting or at a special meeting of the stockholders called for that purpose.

Section 2.11. Vacancies. Any vacancy that shall occur in the Board of Directors by reason of death, resignation, removal, increase in the number of directors or any other cause whatever shall, unless filled as provided in Section 2.10 of this Article II, be filled by a majority of the then members of the Board, whether or not a quorum, and each person so elected shall be a director until he or his successor is elected by the stockholders at a meeting called for the purpose of electing directors, or until his death, resignation or removal.

Section 2.12. Compensation of Directors. The Corporation may allow compensation to its directors for their services, as determined from time to time by resolution adopted by the Board of Directors.

Section 2.13. Committees. The Board of Directors may, by resolution adopted by a majority of the full Board, designate one or more committees consisting of directors to have and exercise such authority of the Board in the management of the business and affairs of the Corporation as the resolution of the Board creating such committee may specify and as is otherwise permitted by law. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from

voting, whether or not he or they constitute a quorum, may unanimously appoint another director to act at the meeting in the place of such absent or disqualified member.

Section 2.14. Personal Liability of Directors.

(a) To the fullest extent that the laws of the State of Delaware, as the same exist or may hereafter be amended, permit elimination of the personal liability of directors, no director of this Corporation shall be personally liable to this Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

(b) The provisions of this Section 2.14 shall be deemed to be a contract with each director of this Corporation who serves as such at any time which this Section 2.14 is in effect, and each such director shall be deemed to be serving as such in reliance on the provisions of this Section 2.14. Any amendment or repeal of this Section 2.14 or adoption of any Bylaw of the Corporation or other provision of the Certification of Incorporation of this Corporation which has the effect of increasing director liability shall operate prospectively only and shall not affect any action taken, or any failure to act, by a director of this Corporation prior to such amendment, repeal, Bylaw or other provision becoming effective.

Section 2.15. Indemnification of and Advancement of Expenses to Directors, Officers and Others.

(a) Right to Indemnification. Except as prohibited by law, every director and officer of the Corporation shall be entitled as of right to be indemnified by the Corporation against all expenses and liability (as those terms are defined below in this Paragraph) incurred by such person in connection with any actual or threatened claim, action, suit or proceeding, whether civil, criminal, administrative, investigative or other, or whether brought by or against such person or by or in the right of the Corporation or otherwise, in which such person may be involved, as a party or otherwise, by reason of such person being or having been a director or officer of the Corporation or a subsidiary of the Corporation or by reason of the fact that such person is or was serving at the request of the Corporation as a director, officer, employee, fiduciary or other representative of another corporation, partnership, joint venture, trust, employee benefit plan or other entity (such claim, action, suit or proceeding hereinafter being

referred to as an "Action"); provided, however, that no such right to indemnification shall exist with respect to an Action brought by an indemnitee (as defined below) against the Corporation (an "Indemnitee Action") except as provided in the last sentence of this Paragraph. Persons who are not directors or officers of the Corporation may be similarly indemnified in respect of service to the Corporation or a subsidiary of the Corporation or to another such entity at the request of the Corporation to the extent the Board of Directors of the Corporation at any time designates any of such persons as entitled to the benefits of this Section. As used in this Section, "indemnitee" includes each director and officer of the Corporation and each other person designated by the Board of Directors of the Corporation as entitled to the benefits of this Section; "expenses" means all expenses actually and reasonably incurred, including fees and expenses of counsel selected by an indemnitee; and "liability" means all liability incurred, including the amounts of any judgments, excise taxes, fines or penalties and any amounts paid in settlement. An indemnitee shall be entitled to be indemnified pursuant to the Section against expenses incurred in connection with an Indemnitee Action if (i) the Indemnitee Action is instituted under Paragraph (c) of this Section and the indemnitee is successful in whole or in part in such Indemnitee Action, (ii) the indemnitee is successful in whole or in part in another Indemnitee Action for which expenses are claimed, or (iii) the indemnification for expenses is included in a settlement of, or is awarded by a court in, such other Indemnitee Action.

(b) Right to Advancement of Expenses. Every indemnitee shall be entitled as of right to have the expenses of the indemnitee in defending any Action or in bringing and pursuing any Indemnitee Action under Paragraph (c) of this Section paid in advance by the Corporation prior to final disposition of the action or Indemnitee Action, provided that the Corporation received a written undertaking by or on behalf of the indemnitee to repay the amount advanced if it should ultimately be determined that the indemnitee is not entitled to be indemnified' for the expenses.

(c) Right of Indemnitee to Bring Action. If a written claim for indemnification under Paragraph (a) of this Section or for advancement of expenses under Paragraph (b) of this Section is not paid in full by the Corporation within 30 days after the claim has been received by the Corporation, the indemnitee may at any time thereafter bring an Indemnitee Action to recover the unpaid amount of the claim and, if successful in whole or in part, the indemnitee

shall also be entitled to be paid the expense of bringing and pursuing such Indemnitee Action. The only defense to an Indemnitee Action to recover on a claim for indemnification under Paragraph (a) of this Section shall be that the conduct of the indemnitee was such that under Delaware law the corporation is prohibited from indemnifying the indemnitee for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel and stockholders) to have made a determination prior to the commencement of such Indemnitee Action that indemnification of the indemnitee is proper in the circumstances, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or stockholders) that the conduct of the indemnitee was such that indemnification is prohibited by Delaware law, shall be a defense to such Indemnitee Action or create a presumption that the conduct of the indemnitee was such that indemnification is prohibited by Delaware law.

(d) Funding and Insurance. The corporation may create a trust fund, grant a security interest, cause a letter of credit to be issued or use other means (whether or not similar to the foregoing) to ensure the payment of all sums required to be paid by the Corporation to effect indemnification as provided in this Section. The corporation may purchase and maintain insurance to protect itself and any indemnitee against any expenses or liability incurred by the indemnitee in connection with any Action, whether or not the Corporation would have the power to indemnify the indemnitee against the expenses or liability by law or under the provisions of the Section.

(e) Non-Exclusivity, Nature and Extent of Rights. The rights to indemnification and advancement of expenses provided for in this Section shall (i) not be deemed exclusive of any other rights, whether now existing or hereafter created, to which any indemnitee may be entitled under any agreement, provision in the Certificate of Incorporation or Bylaws of the Corporation, vote of stockholders or disinterested directors or otherwise, (ii) be deemed to create contractual rights in favor of each indemnitee who serves at any time while this Section is in effect (and each such indemnitee shall be deemed to be serving in reliance on the provision of this Section), (iii) continue as to each indemnitee who has ceased to have the status pursuant to which the indemnitee was entitled or was designated as entitled to indemnification under this Section and inure to the benefit of the heirs and legal representatives of each

indemnitee and (iv) be applicable to Actions commenced after this Section becomes effective, whether arising from acts or omissions occurring before or after this section becomes effective. Any amendment or repeal of this section or adoption of any other Bylaw of this Corporation or other provision of the Certificate of Incorporation of this Corporation which has the effect of limiting in any way the rights to indemnification or advancement of expenses provided for in this Section shall operate prospectively only and shall not affect any action taken, or any failure to act, by an indemnittee prior to such amendment, repeal, Bylaw or other provision becoming effective.

(f) Partial Indemnity. If an indemnitee is entitled under any provision of this Section to indemnification by the Corporation for some or a portion of other expenses or liability incurred by the indemnitee in the preparation, investigation, defense, appeal or settlement of any Action or Indemnitee Action but not, however, for the total amount thereof, the Corporation shall indemnify the indemnitee for the portion of such expenses or liability to which the indemnitee is entitled.

ARTICLE III

OFFICERS AND EMPLOYEES

Section 3.01. Executive Officers. The Executive Officers of the Corporation shall be the President, a Secretary and a Treasurer, and may include a Chairman of the Board and one or more Vice Presidents as the Board of Directors may from time to time determine, all of whom shall be elected by the Board of Directors. Any two or more offices may be held by the same person. Each Executive Officer shall hold office until the next succeeding annual meeting of the Board of Directors and thereafter until his successor is duly elected and qualified, or until his earlier death, resignation or removal.

Section 3.02. Additional Officers, Other Agents and Employees. The Board of Directors may from time to time appoint or hire such additional officers, assistant officers, agents, employees and independent contractors as the Board deems advisable; and the Board or the President shall prescribe their duties, condition of employment and compensation. Subject to the power of the Board of Directors, the President may employ from time to time such other agents, employees, and independent contractors as he may deem advisable for the prompt and

orderly transaction of the business of the Corporation, and he may prescribe their duties and the conditions of their employment, fix their compensation and dismiss them, without prejudice to the contract rights, if any.

Section 3.03. The Chairman. If there shall be a Chairman of the Board, he shall be elected from among the directors, shall preside at all meetings of the stockholders and of the Board, and shall have such other powers and duties as from time to time may be prescribed by the Board.

Section 3.04. The President. The President shall be the chief executive officer of the Corporation. Subject to the control of the Board of Directors, the President shall have general policy supervision of and general management and executive powers over all the property, business, operations and affairs of the Corporation, and shall see that the policies and programs adopted or approved by the Board are carried out. The President shall exercise such further powers and duties as from time to time may be prescribed in these Bylaws or by the Board of Directors.

Section 3.05. The Vice Presidents. The Vice Presidents may be given by resolution of the Board of Directors general executive powers, subject to the control of the President, concerning one or more or all segments of the operations of the Corporation. The Vice Presidents shall exercise such further powers and duties as from time to time may be prescribed in these Bylaws or by the Board of Directors or by the President. At the request of the President or in his absence or disability, the senior Vice President shall exercise all the powers and duties of the President.

Section 3.06. The Secretary and Assistant Secretaries. It shall be the duty of the Secretary (a) to keep or cause to be kept an original or duplicate record of the proceedings of the stockholders and the Board of Directors, and a copy of the Certificate of Incorporation and of the Bylaws; (b) to attend to the giving of notices of the Corporation as may be required by law or these Bylaws; (c) to be custodian of the corporate records and of the seal of the Corporation and see that the seal is affixed to such documents as may be necessary or advisable; (d) to have charge of the stock books of the Corporation, and a share register, giving the names of the stockholders in alphabetical order, and showing their respective addresses, the number and

classes of shares held by each, the number and date of certificates issued for the shares, and the date of cancellation of every certificate surrendered for cancellation; and (e) to exercise all powers and duties incident to the office of Secretary, and such other powers and duties as may be prescribed by the Board of Directors or by the President from time to time. The Secretary by virtue of his office shall be an Assistant Treasurer. The Assistant Secretaries shall assist the Secretary in the performance of his duties and shall also exercise such further powers and duties as from time to time may be assigned to them by the Board of Directors, the President or the Secretary. At the direction of the Secretary or in his absence or disability, an Assistant Secretary shall perform the duties of the Secretary.

Section 3.07. The Treasurer and Assistant Treasurers. The Treasurer shall have custody of all the funds and securities of the Corporation. He shall collect all moneys due the Corporation and deposit such moneys to the credit of the Corporation in such banks, trust companies, or other depositories as may have been duly designated by the Board of Directors. He shall endorse for collection on behalf of the Corporation, checks, notes, drafts and other documents, and may sign and deliver receipts, vouchers and releases of liens evidencing payments made to the Corporation. Subject to Section 5.01 of these Bylaws, he shall cause to be disbursed the funds of the Corporation by payment in cash or by checks or drafts upon the authorized depositories of the Corporation. He shall perform all acts incident to the office of Treasurer and such other duties as may be assigned to him by the Board of Directors. The Treasurer by virtue of his office shall be an Assistant Secretary. The Assistant Treasurers shall assist the Treasurer in the performance of his duties and shall also exercise such further powers and duties as from time to time may be assigned to them by the Board of Directors, the President or the Treasurer. At the direction of the Treasurer or in his absence or disability, as Assistant Treasurer shall perform the duties of the Treasurer.

Section 3.08. Vacancies. Vacancy in any office or position by reason of death, resignation, removal, disqualification, disability or other cause, shall be filled in the manner provided in this Article III for regular election or appointment to such office.

Section 3.09. Delegation of Duties. The Board of Directors may in its discretion delegate for the time being the powers and duties, or any of them, of any officer to any other person whom it may select.

ARTICLE IV

SHARES OF CAPITAL STOCK.

Section 4.01. Share Certificates. Every holder of stock in the Corporation shall be entitled to a certificate or certificates, to be in such form as the Board of Directors may from time to time prescribe, signed by the Chairman of the Board, the President or any Vice President and by the Treasurer or any Assistant Treasurer or the Secretary or any Assistant Secretary. The signatures of such officers may be facsimiles. Each such certificate shall set forth the name of the registered holder thereof, the number and class of shares and the designation of the series, if any, which the certificate represents. The Board of Directors may, if it so determines, direct that certificates for shares of stock of the Corporation be signed by a transfer agent or registered by a registrar or both, in which case such certificates shall not be valid until so signed or registered.

In case any officer of the Corporation who shall have signed, or whose facsimile signature shall have been used on, any certificate of shares of stock of the Corporation shall cease to be such officer, whether because of death, resignation, removal or otherwise, before such certificate shall have been delivered by the Corporation, such certificate shall nevertheless be deemed to have been adopted by the Corporation and may be issued and delivered as though the person who signed such certificate or whose facsimile signature shall have been used thereon had not ceased to be such officer.

Section 4.02. Transfer of Shares. Transfers of shares of stock of the Corporation shall be made only on the books of the Corporation by the registered holder thereof or by his attorney thereunto authorized by an instrument duly executed and filed with the Corporation, and on surrender of the certificate or certificates for such shares properly endorsed or accompanied by properly executed stock powers and evidence of the payment of all taxes imposed upon such transfer. Except as provided in Section 4.04 of this Article IV, every certificate surrendered for transfer shall be cancelled and no new certificate or certificates shall be issued in exchange for any existing certificate until such existing certificate shall have been so cancelled.

Section 4.03. Transfer Agents and Registrars. The Board of Directors may appoint any one or more qualified banks, trust companies or other corporations organized under any law of any state of the United States or under the laws of the United States as agent or agents for the Corporation in the transfer of the stock of the Corporation and likewise may appoint any one or more such qualified banks, trust companies or other corporation as registrar or registrars of the stock of the Corporation.

Section 4.04. Lost, Stolen, Destroyed or Mutilated Certificates. New certificates for shares of stock may be issued to replace certificates lost, stolen, destroyed or mutilated upon such terms and conditions, which may but need not include the giving of a satisfactory bond or other indemnity, as the Board of Directors may from time to time determine.

Section 4.05. Regulations Relating to Shares. The Board of Directors shall have power and authority to make such rules and regulations not inconsistent with these Bylaws or with law as it may deem expedient concerning the issue, transfer and registration of certificates representing shares of stock of the Corporation.

Section 4.06. Holders of Record. The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder and owner in fact thereof and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise expressly provided by the laws of the State of Delaware.

Section 4.07. Fixing the Record Date. The Board of Directors may fix a record date which does not precede the date on which the resolution fixing such record date is adopted: (a) in order to determine the stockholders entitled to notice of or to vote at any meeting of stockholders provided such record date is not less than ten or more than sixty days prior to the date of any such meeting; (b) in order to determine the stockholders entitled to consent to corporate action in writing without a meeting provided such record date is not more than ten days after the date on which the resolution fixing such record date is adopted;. and (c) in order to determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any

change, conversion or exchange of stock, or for the purpose of any other lawful action, provided such record date is not more than sixty days prior to such action.

In such case, only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to notice of, or to vote at, such meeting 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 any record date fixed as aforesaid.

ARTICLE V

LOANS, NOTES, CHECKS, CONTRACTS AND OTHER INSTRUMENTS

Section 5.01. Notes, Checks, etc. All notes, drafts, acceptances, checks, endorsements (other than for deposit) and all evidences of indebtedness of the Corporation whatsoever shall be signed by such officers or agents and shall be subject to such requirements as to countersignature or other conditions as the Board of Directors from time to time may designate. Facsimile signatures on checks may be used unless prohibited by the Board of Directors.

Section 5.02. Execution of Instruments Generally. Except as provided in Section 5.01 of this Article V, all contracts and other instruments requiring execution by the Corporation may be executed and delivered by the President, any Vice President or the Treasurer, and authority to sign any such contracts or instruments, which may be general or confined to specific instances, may be conferred by the Board of Directors upon any other person or persons. Any person having authority to sign on behalf of the corporation may delegate, from time to time, by instrument in writing, all or any part of such authority to any person or persons if authorized so to do by the Board of Directors.

Section 5.03. Proxies in Respect of Stock or Other Securities of Other Corporations. Unless otherwise provided by the Board of Directors, the President may from time to time appoint an attorney or attorneys or an agent or agents of the Corporation to exercise in the name and on behalf of the Corporation the powers and rights which the Corporation may have as the holder of stock or other securities in any other corporation to vote or consent in

respect of such stock or other securities, may instruct the person or persons so appointed as to the manner of exercising such powers and rights and may execute or cause to be executed in the name and on behalf of the Corporation and under its corporate seal or otherwise all such written proxies or other instruments as he may deem necessary or proper in order that the Corporation may exercise its said powers and rights.

ARTICLE VI

GENERAL PROVISIONS

Section 6.01. Offices. The registered office of the Corporation shall be the address determined by the Board of Directors from time to time. The Corporation may have other offices at such place or places as the Board of Directors may from time to time determine or the business of the corporation may require.

Section 6.02. Corporate Seal. The Board of Directors may prescribe the form. of a suitable corporate seal, which shall contain the full name of the Corporation and the year and state of incorporation. Such seal may be used by causing it or a facsimile or reproduction thereof to be affixed to or placed upon the document to be sealed.

Section 6.03. Fiscal Year. Unless otherwise determined by the Board of Directors, the fiscal year of the Corporation shall be the calendar year.

ARTICLE VII

VALIDATION OF CERTAIN CONTRACTS

Section 7.01. No contract or other transaction between the Corporation and another person shall be invalidated or otherwise adversely affected by the fact that any one or more stockholders, directors or officers of the Corporation (i) is pecuniarily or otherwise interested in, or is a stockholder, director, officer, or member of, such other person, or (ii) is a party to, or is in any other way pecuniarily or otherwise interested in, the contract or other transaction, or (iii) is in any way connected with any person pecuniarily or otherwise interested in such contract or other transaction, provided the fact of such interest shall be disclosed or known to the Board of Directors or the stockholders, as the case may be, and in any action of the stockholders or of the Board authorizing or approving any such contract or other transaction, any

and every stockholder or director may be counted in determining the existence of a quorum with like force and effect as though he was not so interested, or was not such a stockholder, director, member or officer, or was not such a party, or was not so connected. Such director, stockholder or officer shall not be liable to account to the Corporation for any profit realized by him from or through any such contract or transaction approved or authorized as aforesaid. As used herein, the term “person” includes a corporation, partnership, firm, association or other legal entity.

ARTICLE VIII

AMENDMENTS

Section 8.01. The Bylaws may be amended, altered and repealed, and new bylaws ‘may be adopted, by the stockholders of the Corporation, or by the Board of Directors when such power is conferred upon the Board of Directors by the Certificate of Incorporation, at any regular or special meeting. No provision of these Bylaws shall vest any property or contract right in any stockholder.

Report Unit
P.O. Box
Austin, Texas 78711-2028

Roger Williams
Secretary of State

Office of the Secretary of State
PERIODIC REPORT—LIMITED PARTNERSHIP

File Number. 800040570

Filing Fee: $50.00

1. The limited partnership name is:

   Railroad Controls, L.P.

2. It is organized under the laws of : (*set forth state or foreign country*)

   Texas

3. The name of the registered agent is:

   W Robert Dyer

   (Make changes here):

4. The registered office address, which is identical to the business office address of the registered agent in Texas, is:

   1601 Elm Street Suite 3000
   Dallas, TX 75201

   (Make changes here-use street or building address; see Instructions):

5. The address of the principal office in the United States where the records are to be kept or made available is:

   500 South Freeway
   Fort Worth, TX 76104

   (Make changes here): 7471 Benbrook Parkway Benbrook TX 76126

6. The names and addresses of all general partners of the limited partnership are: *(If additional space is needed, include the h formation as an attachment to this form.*)

Name	Address	City/ State/Zip
RCL, L.L.C.	741 Benbrook Parkway	Benbrook TX 76126

Execution:
The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: 1/25/06

/s/ *[illegible]*
Signed on behalf of the limited partnership

RCL, LLC, Vice President
By (general partner)

Report Unit
P.O. Box
Austin, Texas 78711-2028

Hope Andrade
Secretary of State

Office of the Secretary of State
PERIODIC REPORT—LIMITED PARTNERSHIP

File Number. **800040570**
Filing Fee: **$50**

1. The limited partnership name is:
   Railroad Controls, L.P.

2. It is organized under the laws of: (*set forth state or foreign country*)
   Texas

3. The name of the registered agent is:
   W Robert Dyer

   (Make changes here-cannot be entity named above):

4. The registered office address, which is identical to the business office address of the registered agent in Texas, is:
   1601 Elm Street Suite 3000
   Dallas, TX 75201

   (Make changes here-use street or building address; see Instructions):

5. The address of the principal office in the United States where the records are to be kept or made available is:
   500 South Freeway
   Fort Worth, TX 76104

   (Make changes here-use street or building address; see Instructions):

6. The names and addresses of all general partners of the limited partnership are: *(If additional space is needed, include the h formation as an attachment to this form.*)

Name	Address	City/ State/Zip
RCL, L.L.C.	741 Benbrook Parkway	Benbrook TX 76126

Execution:

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument

Date: 1/10/11

/s/ *[illegible]*

Signed on behalf of the limited partnership

RCL, LLC, Vice President
By (general partner)

CERTIFICATE OF LIMITED PARTNERSHIP
OF
RCL CONTROLS, L.P.

This Certificate of Limited Partnership (this “Certificate”) of RCL Controls, L.P. (the “Partnership”) has been duly executed and is being filed in accordance with the provisions of the Texas Revised Limited Partnership Act (the “Act”).

1. **Name**. The name of the limited partnership is RCL CONTROLS, L.P.

2. **Registered Office and Registered Address**. The address of the registered office of the Partnership is 1601 Elm Street, Suite 3000, Dallas, Texas 75201. The name and address of the registered agent for service of process is W. Robert Dyer, Jr. at 1601 Elm Street, Suite 3000, Dallas, Texas 75201.

3. **Principal Office**. The address of the principal office is 500 South Freeway, Fort Worth, Texas 76104.

4. **General Partner**. The name of the general partner of the Partnership and its mailing address and street address are as follows:

NAME	MAILING AND STREET ADDRESS
Railroad Controls, L.L.C.	500 South Freeway Fort Worth, Texas 76104

5. **Date of Formation**. In accordance with Sections 2.01(b) and 2.12 of the Act, this document will become effective at 11:59 p.m. on December 31, 2001, which is not more than 90 days following filing with the Secretary of State of the State of Texas.

IN WITNESS WHEREOF, tie undersigned general partner of the Partnership has duly executed this Certificate as of the 21st day of December, 2001.

Railroad Controls, L.L.C.

By: */s/ Robert L. Albritton*
Robert L. Albritton
Managing Member

CERTIFICATE OF AMENDMENT
TO THE CERTIFICATE OF LIMITED PARTNERSHIP
OF RCL CONTROLS, L.P.

Pursuant to the provisions of Section 2.02 of the Texas Revised Limited Partnership Act (the Act”). RCL Controls. LP. (the “Partnership”) hereby adopts the following Certificate of Amendment to its Certificate of Limited Partnership:

1. The name of the Partnership is RCL Controls. L.P.

2. The following amendments to the Certificate of Limited Partnership have been adopted:

A. Paragraph 1 of the Partnership’s Certificate of Limited Partnership is hereby amended to read in its entirety as follows:

“The name of the limited partnership is Railroad Controls, L.P.”

B. Paragraph 4 of the Partnership’s Certificate of Limited Partnership is hereby amended to read in its entirety as follows:

“The name of the general partner of the Partnership is RCL. L.L.C. The general partner’s mailing address and street address is 500 South Freeway, Fort Worth. Texas 76104.

3. This Certificate of Amendment is to be effective as of the date it is filed with the Texas Secretary of State.

IN WITNESS WHEREOF, the undersigned general partner of the Partnership has duly executed this Certificate as of as of the 28 day of December, 2001.

Railroad Controls, L.L.C.

By: */s/ Robert L. Albritton*
Robert L. Albritton
Managing Member

ASSUMED NAME CERTIFICATE
FOR A LIMITED PARTNERSHIP

1. The name of the limited partnership as stated in its Certificate of Limited Partnership or comparable document is Railroad Controls. L.P.

2. The assumed name under which the business or professional service is or is to be conducted or rendered is RCL.

3. The state, country, or other jurisdiction under the laws of which it was organized is Texas and the address of its registered or similar office in that jurisdiction is 500 South Freeway, Fort Worth. Texas 76104.

4. The period during which the assumed name will be used is January 1, 2002 to December 31, 2012.

5. The entity is a limited partnership.

6. The address of the registered office in Texas is 500 South Freeway. Fort Worth. Texas 76104, and the name of the registered agent at such address is Robert L. Albritton. The address of the principal office is 500 South Freeway. Fort Worth, Texas 76104.

7. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are; All counties in Texas.

Railroad Controls, L.L.C.

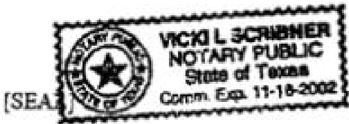
By: */s/ Robert L. Albritton*
Robert L. Albritton
Managing Member

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was sworn to and acknowledged before me on the 21 day of December, 2001 by ROBERT L. ALBRITTON, Managing Member of RCL, L.L.C., a Tennessee limited liability company and general partner of Railroad Controls, L.P., personally known to me, for the purposes expressed therein.

/s/ Vicki L. Scribner
Notary Public in and for
the State of Texas

[SEAL]



Form 401

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709
Statement of Change of

Filing Fee: See Instructions

Statement of Change of Registered Office/Agent

Filed in the office of the
Secretary of State of Texas
Filing #:. 800040570 0310312015
Filing #: 800040570 0310312015
Document #: 594124910003
Image Generated Electronically
Registered Office/Agent
for Web Filing

Entity Information

The name of the entity is :

Railroad Controls, L.P.

The file number issued to the entity by the secretary of state is: **800040570**

The registered agent and registered office of the entity as currently shown on the records of the secretary of state are:

W Robert Dyer

11601 Elm Street, Suite .3000 Dallas, TX, USA 75

Change to Registered Agent/Registered Office

The following changes are made to the registered agent and/or office information of the named entity:

Registered Agent Change

☑ A. The new registered agent is an organization by the name of:

Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company

OR

☐ B. The new registered agent is an individual resident of the state whose name is:

Registered Office Change

☑ C. The business address of the registered agent and the registered office address is changed to:

211 E. 7th Street, Suite 620, Austin, TX, USA 78701

the street address of the registered office as stated in this instrument is the same as the registered agent's business ,address.

Consent of Registered Agent

☑ A. A copy of the consent of registered agent is attached. TX Agent consentl.pdf

☐ B. The consent of the registered agent is maintained by the entity

Statement of Approval

The change specified in this statement has been authorized by the entity in the manner required by the BOC or in the manner required by the law governing the filing entity, as applicable.

Effectiveness of Filing

☑ A. This document becomes effective when the document is filed by the secretary of state.

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its [filing by the secretary of state. The delayed effective date is:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false ;or fraudulent instrument.

Date: **March 3, 2015** **RCL, L.L.C., by Erin Quin, Authorized Person**

Signature of authorized person(s)

FILING OFFICE COPY

Form 401-A
(Revised 12/09)

Acceptance of Appointment
Consent to Serve as Registered Agent
§5.201(b) Business Organizations Code

The following form may be used when the person designated as registered agent in a registered agent filing is an individual.

Acceptance of Appointment and Consent to Serve as Registered Agent

I acknowledge, accept and consent to my designation or appointment as registered agent in Texas for

Name of represented entity

I am a resident of the state and understand that it will be my responsibility to receive any process, notice, or demand that is served on me as the registered agent of the represented entity; to forward such to the represented entity; and to immediately notify the represented entity and submit a statement of resignation to the Secretary of State if I resign.

x:

Signature of registered agent	*Printed name of registered agent*	*Date (mm/dd/yyyy)*

The following form may be used when the person designated as registered agent in a registered agent filing is an organization.

Acceptance of Appointment and Consent to Serve as Registered Agent

I am authorized to act on behalf of Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company

Name of organization designated as registered agent

The organization is registered or otherwise authorized to do business in Texas. The organization acknowledges, accepts and consents to its appointment or designation as registered agent in Texas for:

RAILROAD CONTROLS, L.P.

Name of represented entity

The organization takes responsibility to receive any process, notice, or demand that is served on the organization as the registered agent of the represented entity; to forward such to the represented entity; and to immediately notify the represented entity and submit a statement of resignation to the Secretary of State if the organization resigns.

x: /s/ *Elizabeth R. Koniczny*	Elizabeth R. Koniczny Assist. VP	3/3/2015
Signature of person authorized to act on behalf of organization	*Printed name of registered agent*	*Date (mm/dd/yyyy)*

Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company

Form 401-a

Exhibit 3.21

AGREEMENT

OF

LIMITED PARTNERSHIP

OF

RAILROAD CONTROLS, L.P.

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THE PARTNERSHIP INTERESTS REPRESENTED BY THIS LIMITED PARTNERSHIP AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR UNDER ANY STATE SECURITIES ACTS IN RELIANCE UPON EXEMPTIONS UNDER THOSE ACTS. THE SALE OR OTHER DISPOSITION OF THE PARTNERSHIP INTERESTS IS PROHIBITED UNLESS SUCH SALE OR DISPOSITION IS MADE IN COMPLIANCE WITH ALL SUCH APPLICABLE ACTS. ADDITIONAL RESTRICTIONS ON TRANSFER OF THE PARTNERSHIP INTERESTS ARE SET FORTH IN THIS AGREEMENT.

AGREEMENT

OF

LIMITED PARTNERSHIP

OF

RAILROAD CONTROLS, L.P.

THIS AGREEMENT OF LIMITED PARTNERSHIP (this “Agreement”) is entered into by and among RCL, L.L.C., a Tennessee limited liability company, as General Partner, and the persons listed on Exhibit A, as Limited Partners.

Certain capitalized terms used in this agreement are defined in Article II.

RECITALS

WHEREAS, as of the date hereof: the General Partner, as a capital contribution, contributed 100% of the non-manufacturing assets previously owned by the General Partner to the Partnership, pursuant to that certain Assignment and Assumption Agreement, by and between the General Partner and the Partnership; and

WHEREAS, in return for such capital contribution, the Partnership issued to the General Partner a 0.25% general partner interest in the Partnership (the “GP Interest’’) and a 99.75% limited partner interest in the Partnership (the “LP Interest’’), and the General Partner was the sole general partner and the sole limited partner in the Partnership; and

WHEREAS, immediately following such issuance of the GP Interest and the LP Interest to the General Partner, the General Partner made a pro rata distribution of the LP Interest to its members, and following such pro rata distribution, the limited partners in the Partnership are those persons listed on Exhibit A hereto, each holding such portion of the LP Interest as listed on Exhibit A hereto; and

WHEREAS, following the pro rata distribution by the General Partner, the General Partner and the new Limited Partners wish to enter into this Agreement to describe the rights and duties of the General Partner and the Limited Partners.

NOW, THEREFORE, in consideration of the mutual representations, covenants and agreements contained herein, the General Partner and the Limited Partners, intending to be legally bound, hereby agree as follows:

ARTICLE I
GENERAL

1.1 **Formation.** Subject to the provisions of this Agreement, the Partners hereby form the Partnership as a limited partnership pursuant to the provisions of the Texas Act. Except as expressly provided herein, the rights and obligations of the Partners and the administration and termination of the Partnership shall be governed by the Texas Act.

1.2 **Name.** The name of the Partnership shall be, and the business of the Partnership shall be conducted under the name of, Railroad Controls, L.P. The General Partner in its sole discretion may change the name of the Partnership at any time and from time to time and shall provide Limited Partners with written notice of such name change within 20 days after such name change.

1.3 **Purpose.** The purpose and business of the Partnership shall be the conduct of any business or activity that may lawfully be conducted by a limited partnership organized pursuant to the Texas Act. Any or all of the foregoing activities may be conducted directly by the Partnership or indirectly through another partnership, joint venture, or other arrangement.

1.4 **Term.** The Partnership shall continue in existence until the close of Partnership business on October 31, 2051, or until the earlier termination of the Partnership in accordance with the provisions of Section 8.1. The General Partner shall not commence or engage in any business on behalf of the Partnership until after the Commencement Date, other than matters necessary or incidental to the organization of the Partnership.

1.5 **Registered Office and Principal Office of Partnership; Addresses of Partners.**

(a) *Partnership Offices.* The registered office of the Partnership in the State of Texas shall be 500 South Freeway, Fort Worth, Texas 76104, and its registered agent for service of process on the Partnership at such registered office shall be Robert L. Albritton or such other registered office or registered agent as the General Partner may from time to time designate. The principal office of the Partnership shall be 500 South Freeway, Fort Worth, Texas 76104, or such other place as the General Partner may from time to time designate. The Partnership may maintain offices at such other place or places as the General Partner deems advisable.

(b) *Addresses of Partners.* The address of the General Partner is 500 South Freeway, Fort Worth, Texas 76104. The address of each Limited Partner shall be the address of such Limited Partner appearing on the books of the Partnership from time to time, as provided for in Section 10.1.

ARTICLE II
DEFINITIONS

The following definitions shall apply to the terms used in this Agreement, unless otherwise clearly indicated to the contrary in this Agreement:

"*Adjusted Capital Account*" means, with respect to any Partner, the Partner's Capital Account balance, increased by the Partner's share of Partnership Minimum Gain and Partner Minimum Gain.

"*Adjusted Capital Account Deficit*" means, with respect to any Partner, the deficit balance, if any, in such Partner's Capital Account as of the end of the relevant fiscal year or other period, after giving effect to the following adjustments: (a) any amounts that such Partner is, or is deemed to be, obligated to restore pursuant to Section 1.704-1(b)(2)(ii)(c) of the Regulations, the penultimate sentence of Section 1.704-2(g)(1) of the Regulations, or the penultimate sentence of Section 1.704-2(i)(5) of the Regulations, shall be credited to such Capital Account; and (b) the items described in Sections 1.704-1(b)(2)(ii)(d)(4), (5), and (6) of the Regulations shall be debited to such Capital Account. For these purposes, no Partner who has an unconditional obligation to restore any deficit balance in his Capital Account in accordance with the requirements of Section 1.704-1(b)(2)(ii)(b)(3) of the Regulations shall have an Adjusted Capital Account Deficit. The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

"*Affiliate*" means any Person that directly or indirectly controls, is controlled by, or is under common control with the Person in question. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"*Agreement*" means this Agreement of Limited Partnership, as it may be amended, supplemented, or restated from time to time.

"*Book Depreciation*" means for any asset for any fiscal year or other period an amount that bears the same ratio to the Gross Asset Value of that asset at the beginning of such fiscal year or other period as the federal income tax depreciation, amortization, or other cost recovery deduction allowable for that asset for such year or other period bears to the adjusted tax basis of that asset at the beginning of such year or other period. If the federal income tax depreciation, amortization, or other cost recovery deduction allowable for any asset for such year or other period is zero, then Book Depreciation for that asset shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the General Partner.

"*Capital Account*" means the capital account maintained for a Partner pursuant to Section 3.2(a).

"*Capital Contribution*" means any asset or property of any nature contributed by a Partner to the Partnership pursuant to the provisions of this Agreement.

"*Certificate of Limited Partnership*" means the Certificate of Limited Partnership filed with the Secretary of State of Texas pursuant to Section 6.1(b), as such Certificate may be amended or restated from time to time.

"*Code*" means the Internal Revenue Code of 1986, as amended and in effect from time to time.

"*Commencement Date*" means the date of the filing by the General Partner of the Certificate of Limited Partnership.

"*General Partner*" means RCL, L.L.C., a Tennessee limited liability company, and any Person that shall succeed to the interest of such corporation as the general partner of the Partnership in accordance with the provisions of this Agreement.

"*GP Interest*" has the meaning set forth in the recitals to this Agreement.

"*Gross Asset Value*" has the meaning set forth in Section 3.2(a)(iii).

"*Limited Partner*" means any Person who has been admitted or deemed to be admitted as a limited partner in the Partnership in accordance with the applicable provisions of this Agreement and whose admission has been reflected on the books and records of the Partnership.

"Liquidator" has the meaning set forth in Section 8.3.

"Losses" *has the meaning set forth in Section 3.2(a)(ii).*

"*LP Interest*" has the meaning set forth in the recitals to this Agreement.

"*Majority Interest*" means the owners of more than 50% of the Voting Percentages of Limited Partners.

"*Partner*" means a General Partner or any Limited Partner. "*Partners*" means the General Partner and the Limited Partners, collectively.

"*Partner Minimum Gain*" means partnership minimum gain attributable to partner nonrecourse debt as determined under the rules of Section 1.704-2(i) of the Regulations.

"*Partner Nonrecourse Deductions*" has the meaning set forth in Section 1.704-2(i)(2) of the Regulations.

"*Partnership*" means the limited partnership established pursuant to this Agreement by the filing of the Certificate of Limited Partnership with the Secretary of State of Texas.

"*Partnership Interest*" means the interest acquired by a Partner in the Partnership including the Partner's right: (a) to its allocable share of the Profits, Losses, deductions, and credits of the Partnership, (b) to its distributive share of one or more of the Partnership's Profits, Losses and distributions of the Partnership's assets pursuant to this Agreement and the Act, and (c) if such Partner is the General Partner, to participate in the management and operation of the

Partnership, and each Partner's percentage of Partnership Interest is set forth opposite his name on Exhibit A to this Agreement, as such Exhibit may be amended from time to time in accordance with this Agreement.

"*Partnership Minimum Gain*" has the meaning set forth in Section 1.704-2(b)(2) of the Regulations.

"*Person*" means an individual or a corporation, partnership, trust, estate, unincorporated organization, association, or other entity.

"*Profits*" has the meaning set forth in Section 3.2(a)(ii).

"*Regulations*" means the Department of Treasury Regulations promulgated under the Code, whether proposed, temporary, or final, as amended and in effect (including corresponding provisions of succeeding regulations).

"*Regulatory Allocations*" has the meaning set forth in Section 4.3(b).

"*Securities Act*" means the Securities Act of 1933, as amended, and any successor to such statute.

"*Start-Up Costs*" means all expenditures classified as syndication or organizational expenses under Section 709 of the Code or as start-up expenditures under Section 195 of the Code, but only to the extent such costs or expenditures are treated as amortizable costs or Code Section 705(a)(2)(B) expenditures for purposes of maintaining Capital Accounts pursuant to Section 1.704-1(b)(2)(iv)(i)(2) of the Regulations.

"*Texas Act*" means the Texas Revised Limited Partnership Act, Article 6132a-1 of Title 105 of the Texas Revised Civil Statutes, as it may be amended from time to time, and any successor to such Act.

"*Transfer*" has the meaning set forth in Section 7.1(a).

"*Voting Percentage*" means a Partner's right to vote, if any, on those matters described in this Agreement, as represented by the percentage set forth opposite each Partner's name on Exhibit A to this Agreement, as such Exhibit may be amended from time to time in accordance with this Agreement.

ARTICLE III
CAPITAL CONTRIBUTIONS AND ACCOUNTS

3.1 Capital Contributions.

(a) *General Partner.* On the Commencement Date, the General Partner shall contribute to the Partnership the property described opposite the General Partner's name in Exhibit B hereto.

(b) *Limited Partners.* The Limited Partners listed on Exhibit A hereto shall be admitted without making any Capital Contribution, such Limited Partners having received their LP Interests as the result of a pro rata distribution from the General Partner following its acquisition of a 99.75% LP Interest.

(c) *Preference Contributions*. All Partners hereby acknowledge that, on the Commencement Date, each of John H. Lindsey, Robert L. Albritton and Russell W. Stein shall be credited with an additional contribution in the amount of $140,000 each, which amounts will be distributed to each of them on a preferential basis in accordance with Section 4.2. Such additional contributions are referred to herein as the "Preference Contributions."

3.2 **Capital Accounts.**

(a) In General.

(i) The Partnership shall maintain for each Partner a separate Capital Account in accordance with this Section 3.2(a), which shall control the division of assets upon liquidation of the Partnership to the extent provided in Section 8.3. Each Capital Account shall be maintained in accordance with the following provisions:

(A) Each Partner shall have an initial Capital Account as stated opposite such Partner's name on Exhibit B hereto, which Capital Account shall initially be increased by the amount of the Preference Contribution of a Partner.

(B) The Capital Account shall be increased by the amount of cash and the Gross Asset Value of, any other Capital Contributions made by a Partner to the Partnership pursuant to this Agreement, by the Partner's allocable share of Profits and any item of income or gain specially allocated to the Partner pursuant to Section 4.3(a) or 4.3(b), and by the amount of any Partnership liabilities assumed by the Partner or that are secured by any property distributed to the Partner.

(C) The Capital Account shall be decreased by the amount of cash and the Gross Asset Value of any other property distributed to the Partner pursuant to this Agreement, by the Partner's allocable share of Losses and any items of expense or loss specially allocated to the Partner pursuant to Section 4.3(a) or 4.3(b), and by the amount of any liabilities of the Partner assumed by the Partnership or any liabilities secured by any property contributed by the Partner to the Partnership.

(D) If all or a portion of an interest in the Partnership is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent the Capital Account relates to the transferred interest.

(E) The principal amount of a promissory note that is not readily traded on an established securities market and that is contributed to

the Partnership by the maker of the note shall not be included in the Capital Account of any Partner until the Partnership makes a taxable disposition of the note or until and to the extent that principal payments are made on the note, all in accordance with Section 1.704-1(b)(2)(iv)(d)(2) of the Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Section 1.704-1(b)(2)(iv) of the Regulations and shall be interpreted and applied in a manner consistent with such Regulations.

(ii) "Profits" and "Losses" mean, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss), but with the following adjustments for such fiscal year or other period:

(A) Income of the Partnership that is exempt from federal income tax as described in Section 705(a)(1)(B) of the Code and not otherwise taken into account in computing Profits and Losses pursuant to this Section 3.2(a)(ii) shall be added to such taxable income or loss as if it were taxable income.

(B) Any expenditures of the Partnership described in Section 705(a)(2)(B) of the Code, or treated as expenditures under Section 705(a)(2)(B) of the Code pursuant to Section 1.704-1(b)(2)(iv)(i) of the Regulations, and not otherwise taken into account in computing Profits and Losses, shall be subtracted from such taxable income or loss as if such expenditures were deductible items.

(C) If the Gross Asset Value of any Partnership asset is adjusted pursuant to this Agreement, the amount of the adjustment shall be taken into account as gain or loss from the disposition of the asset for purposes of computing such taxable income or loss.

(D) Gain or loss resulting from any disposition of property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of the property differs from the Gross Asset Value of the property.

(E) In lieu of the deduction for depreciation, cost recovery, or amortization taken into account in computing such taxable income or loss, there shall be taken into account Book Depreciation for such fiscal year or other period.

(F) Notwithstanding any other provision of this Agreement, any items that are specially allocated pursuant to Section 4.3(a) or 4.3(b)

shall not be taken into account as taxable income or loss for purposes of computing Profits and Losses.

If the Partnership's taxable income or taxable loss for the year or period, as adjusted pursuant to subparagraphs (A)-(F) above, is a positive amount, that amount shall be the Partnership's Profit for such fiscal year or other period; and if negative, that amount shall be the Partnership's Loss for such fiscal year or other period.

(iii) "Gross Asset Value" means, for any asset, the asset's adjusted basis for federal income tax purposes, except as set forth below;

(A) The initial Gross Asset Value of any asset contributed by a Partner to the Partnership shall be the gross fair market value of the asset on the date of determination, as determined by the contributing Partner and the Partnership.

(B) The Gross Asset Values of all Partnership assets shall be adjusted to equal their gross fair market values, as determined by the General Partner, as of the following times: (1) the contribution of more than a *de minimis* amount of money or other property to the Partnership as a Capital Contribution by a new or existing Partner, or the distribution by the Partnership to a retiring or continuing Partner of more than a *de minimis* amount of property as consideration for an interest in the Partnership, if the General Partner reasonably determines that such adjustment is necessary or appropriate to reflect the relative economic interests of the Partners in the Partnership; or (2) the liquidation of the Partnership within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Regulations.

(C) The Gross Asset Value of any Partnership asset distributed to any Partner shall be the gross fair market value of such asset on the date of distribution.

(D) The Gross Asset Values of Partnership assets shall be increased (or decreased) to reflect any adjustment to the adjusted basis of such assets pursuant to Section 734(b) of the Code or Section 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Section 1.704-1(b)(2)(iv)(m) of the Regulations and Section 4.3(a)(iv); provided, however, that Gross Asset Values shall not be adjusted pursuant to this Section 3.2(a)(iii)(D) to the extent the General Partner determines that an adjustment pursuant to Section 3.2(a)(iii)(B) is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this Section 3.2(a)(iii)(D).

(E) If the Gross Asset Value of an asset has been determined or adjusted pursuant to Section 3.2(a)(iii)(A), 3.2(a)(iii)(B), or 3.2(a)(iii)(D),

such Gross Asset Value shall thereafter be adjusted by the Book Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

(b) *Negative Capital Accounts.* If any Partner has a negative balance in its Capital Account on the date of the liquidation of such Partner's "interest in the partnership" (within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Regulations) after taking into account allocations of Profits, Losses, and other items of income, gain, loss, deduction or credit, and distributions of cash or property (in each case as provided in this Article III or Article IV), that Partner shall have no obligation to restore the negative balance or to make any Capital Contribution by reason thereof, and the negative balance shall not be considered an asset or a liability of the Partnership or of any Partner.

(c) *Interest.* No interest shall be paid by the Partnership on Capital Contributions or on balances in Capital Accounts.

(d) *No Withdrawal.* No Partner shall be entitled to withdraw any part of his Capital Contribution or his Capital Account or to receive any distribution from the Partnership, except as provided in Section 4.2 and Article VIII.

(e) *Loans From Partners.* Loans by a Partner to the Partnership shall not be considered Capital Contributions.

(f) *No Preemptive Rights.* No Partner shall have any preemptive, preferential, or other right with respect to (i) additional Capital Contributions; (ii) issuance or sale of Partnership Interests; (iii) issuance of any obligations, evidences of indebtedness, or other securities of the Partnership convertible into or exchangeable for, or carrying or accompanied by any rights to receive, purchase, or subscribe to, any such Partnership Interests; (iv) issuance of any right to, subscription to, or right to receive, or any warrant or option for the purchase of, any of the foregoing securities; or (v) issuance or sale of any other securities that may be issued or sold by the Partnership.

ARTICLE IV
ALLOCATIONS OF PROFIT AND LOSS AND DISTRIBUTIONS

4.1 **General Allocations of Profits and Losses.**

(a) *General Allocations.* After giving effect to the allocations set forth in Sections 4.3(a) and 4.3(b), Profits and Losses for any fiscal year or other period shall be allocated as follows:

(i) *Profits.* Profits shall be allocated as follows:

(A) first, in an aggregate amount equal to, and in proportion to, the excess of the aggregate Losses previously allocated pursuant to Section 4.1(b) over the Profits allocated pursuant to this Section 4.1(a)(i)(A), until such excess is reduced to zero;

(B) next, in an aggregate amount equal to, and in proportion to, the excess of the aggregate Losses previously allocated pursuant to Section 4.1(a)(ii) over the Profits allocated pursuant to this Section 4.1(a)(i)(B), until such excess is reduced to zero;

(C) thereafter, to the Partners in proportion to their Partnership Interests;

(D) Notwithstanding the provisions of Sections 4.1(a)(i)(A), 4.1(a)(i)(B), and 4.1(a)(i)(C), Profits arising from the sale of all or substantially all of the assets of the Partnership in contemplation of a dissolution of the Partnership pursuant to Article VIII, such Profits shall be allocated as follows:

(1) first, to the Partners (other than Robert L. Albritton, John H. Lindsey and Russell W. Stein) in accordance with their respective Partnership Interests;

(2) second, following the distribution of cash pursuant to Section 8.3(c), to the Partners then having a negative Capital Account, pro-rata, until such Capital Accounts equal zero; and

(3) third, to the Partners in accordance with their respective Partnership Interests.

(ii) *Losses.* Subject to the limitation in Section 4.1(b), Losses shall be allocated to the Partners in proportion to their Partnership Interests.

(b) *Limitation on Loss Allocations.* The aggregate amount of Losses allocated pursuant to Section 4.1(a)(ii) and the next sentence of this Section 4.1(b) to any Limited Partner for any fiscal year shall not exceed the maximum amount of Losses that may be allocated to such Limited Partner without causing such Limited Partner to have an Adjusted Capital Account Deficit at the end of such fiscal year. All Losses in excess of the limitation in this Section 4.1(b) with respect to any Limited Partner with a positive Adjusted Capital Account shall be allocated solely to the other Limited Partners in proportion to their Partnership Interests. If no other Limited Partner may receive an additional allocation of Losses pursuant to this Section 4.1(b), such additional Losses not allocated pursuant to Section 4.1(a) or the preceding sentence shall be allocated solely to those Partners that bear the economic risk for such additional Losses within the meaning of Section 704(b) of the Code and the Regulations thereunder. If it is necessary to allocate Losses under the preceding sentence, the General Partner shall determine those Partners that bear the economic risk for such additional Losses.

4.2 Distributions.

(a) *General.* All distributions of distributable cash and property shall be made at such time as determined by the General Partner (provided, that no distribution shall be declared and paid unless, after the distribution is made, the assets of the Partnership are in excess of all liabilities of the Partnership, except liabilities to Partners regarding their contributions),

who shall review the appropriateness of a distribution at least annually. All amounts withheld pursuant to the Code or any provisions of state or local tax law with respect to any payment or distribution to the Partners from the Partnership shall be treated as amounts distributed to the relevant Partner or Partners pursuant to this Section 4.2. All distributions shall be made at least annually to the Partners as follows:

(i) first, an aggregate amount of $20,000 per month to those Partners that have an outstanding Preference Contribution until the total amount of all Preference Contributions is reduced to zero;

(ii) second, on a quarterly basis, to each Partner that has an outstanding Preference Contribution, an amount that is sufficient, in the Managing Member's sole discretion, to cover interest on the loan obtained by each Partner with an outstanding Preference Contribution to secure funding for such Preference Contribution;

(iii) third, during each month in which a payment is required pursuant to subsection (i) or (ii) above, following the monthly or quarterly payments as required above, to the Partners in proportion to their Partnership Interests; and

(iv) following reduction of the Preference Contributions to zero, to the Partners in proportion to their Partnership Interests.

(b) *Minimum Distributions.* Notwithstanding the provisions of Section 4.2(a) above, the General Partner shall make aggregate distributions of cash each fiscal year equal to the product of the net taxable income of the Partnership that is taken into account by its Partners for such fiscal year and, between 30% and the maximum marginal combined federal and state income tax rates for such fiscal year applicable to individuals who are residents of the State of Texas, with the actual tax rate that is used within such range to be determined by the General Partner in its sole discretion. Any such distribution of cash shall be made to the Partners in proportion to their Partnership Interests.

(c) *Overriding Distribution.* Notwithstanding the provisions of Section 4.2(a) above, if at any time distributions to a Partner would create or increase an Adjusted Capital Account Deficit and if another Partner has a positive Capital Account balance (after such Adjusted Capital Account Deficit and Capital Account balances have been adjusted to reflect the allocation of Profits and Losses pursuant to this Article III, taking into account interim Profits and Losses (determined using such accounting methods as shall be selected by the General Partner) for the period ending on or before such distribution), such cash flow shall be distributed first to the Partner having a positive Capital Account balance in an amount equal to such positive balance, and the remaining cash, if any, shall be distributed in accordance with Section 4.2(a).

(d) *Payments Not Deemed Distributions.* Any amounts paid pursuant to Article V, Section 6.1(e), or 6.1(i) shall not be deemed to be distributions for purposes of this Agreement.

(e) *Withheld Amounts.* Notwithstanding any other provision of this Section 4.2 to the contrary, each Partner hereby authorizes the Partnership to withhold and to pay over, or otherwise pay, any withholding or other taxes payable by the Partnership with respect to

the Partner as a result of the Partner's participation in the Partnership; if and to the extent that the Partnership shall be required to withhold or pay any such taxes, such Partner shall be deemed for all purposes of this Agreement to have received a payment from the Partnership as of the time such withholding or tax is paid, which payment shall be deemed to be a distribution with respect to such Partner's Partnership Interest to the extent that the Partner (or any successor to such Partner's Partnership Interest) is then entitled to receive a distribution. To the extent that the aggregate amount of such payments to a Partner for any period exceeds the distributions to which such Partner is entitled for such period, the amount of such excess shall be considered a loan from the Partnership to such Partner. Such loan shall bear interest (which interest shall be treated as an item of income to the Partnership) at the lesser of the maximum rate permitted by law and the rate of interest per annum most recently established by Frost Bank and Trust, N.A. as such bank's general reference rate of interest (which rate may or may not be the lowest rate of interest then charged by such bank), as determined hereunder from time to time, until discharged by such Partner by repayment, which may be made in the sole discretion of the General Partner out of distributions to which such Partner would otherwise be subsequently entitled. Any withholdings authorized by this Section 4.2(d) shall be made at the maximum applicable statutory rate under the applicable tax law unless the General Partner shall have received an opinion of counsel or other evidence satisfactory to the General Partner to the effect that a lower rate is applicable, or that no withholding is applicable.

(f) *Distributions in Liquidation of Partner's Partnership Interest.* For purposes of this Agreement, a liquidation of a Partner's Partnership Interest means the termination of the Partner's entire Partnership Interest other than in connection with the dissolution, winding up, and termination of the Partnership. Where a Partner's Partnership Interest is to be liquidated by a series of distributions, the Partnership Interest shall not be considered as liquidated until the final distribution has been made. If a Partner's Partnership Interest is to be liquidated, liquidating distributions shall be made in accordance with the positive Capital Account balance of that Partner (as determined after taking into account all Capital Account adjustments with respect to that Partner's Partnership Interest for the taxable year during which the liquidation occurs, as determined by the General Partner in accordance with Section 706 of the Code). A distribution in liquidation of a Partner's Partnership Interest shall be made by the end of the taxable year in which such liquidation occurs, or, if later, within 90 days after the Partner's Partnership Interest is liquidated.

4.3 **Special Allocations of Profits and Losses.**

(a) *Special Allocations.*

(i) *Minimum Gain Chargeback-Partnership Nonrecourse Liabilities.* If there is a net decrease in Partnership Minimum Gain during any Partnership taxable year, certain items of income and gain shall be allocated (on a gross basis) to the Partners in the amounts and manner described in Section 1.704-2(f) of the Regulations. This Section 4.3(a)(i) is intended to comply with the minimum gain chargeback requirement (set forth in Section 1.704-2(f) of the Regulations) relating to Partnership nonrecourse liabilities (as defined in Section 1.704-2(b)(3) of the Regulations) and shall be so interpreted.

(ii) *Minimum Gain Chargeback—Partner Nonrecourse Debt.* If there is a net decrease in Partner Minimum Gain during any Partnership taxable year, certain items of income and gain shall be allocated (on a gross basis) as quickly as possible to those Partners who had a share of the Partner Minimum Gain (determined pursuant to Section 1.704-2(i)(5) of the Regulations) in the amounts and manner described in Section 1.704-2(i)(4) of the Regulations. This Section 4.3(a)(ii) is intended to comply with the minimum gain chargeback requirement (set forth in Section 1.704-2(i)(4) of the Regulations) relating to partner nonrecourse debt (as defined in Section 1.704-2(b)(4) of the Regulations) and shall be so interpreted.

(iii) *Qualified Income Offset.* If any Partner has an Adjusted Capital Account Deficit, items of Partnership income and gain shall be specially allocated (on a gross basis) to each such Partner in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit of such Partner as quickly as possible; provided, however, that an allocation pursuant to this Section 4.3(a)(iii) shall be made only if and to the extent that a Partner would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article III have been tentatively made as if this Section 4.3(a)(iii) were not in this Agreement. It is intended that this Section 4.3(a)(iii) constitute a “qualified income offset” within the meaning of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted and applied in a manner consistent with such Regulations.

(iv) *Gross Income Allocation.* If any Partner has a deficit Capital Account at the end of any fiscal year, and such deficit Capital Account is in excess of the sum of (A) the amount such Partner is obligated to restore pursuant to any provisions of this Agreement and (B) the amount such Partner is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Section 1.704-2(g)(1) and 1.704-2(i)(S), each such Partner shall be specially allocated items of Partnership income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 4.3(a)(iv) shall be made only if and to the extent that such Partner would have a deficit Capital Account in excess of such sum after all other allocations provided for in Sections 4.1 and 4.3 have been made as if Section 4.3(a)(iii) and this Section 4.3(a)(iv) were not in the Agreement.

(v) *Basis Adjustments.* To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Section 734(b) or 743(b) of the Code is required, pursuant to Section 1.704-1(b)(2)(iv)(m) of the Regulations, to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Regulations.

(vi) *Nonrecourse Deductions.* Partner Nonrecourse Deductions shall be allocated in accordance with Section 1.704-2(i)(1) of the Regulations to the Partner who bears the economic risk of loss with respect to such deductions.

(vii) *Allocation of Proceeds of Nonrecourse Liability.* The determination of whether any distribution by the Partnership is allocable to the proceeds of a

nonrecourse liability of the Partnership shall be made by the General Partner under any reasonable method that is in compliance with Section 1.704-2(h) of the Regulations.

(viii) *Allocation of Start-Up Costs.* Start-Up Costs for any fiscal year or other period shall be specially allocated among those Limited Partners admitted to the Partnership on or before the last day of the first full tax year of the Partnership in proportion to their Capital Contributions, provided, however, if any such Limited Partners are admitted to the Partnership on different dates, all Start-Up Costs shall be divided among such Limited Partners, to the extent possible, so that the cumulative Start-Up Costs allocated to such Limited Partners at any time are always in proportion to their Capital Contributions. In the event the General Partner shall determine that such result is not likely to be achieved through the future allocations of Start-Up Costs, the General Partner may allocate a portion of Profits or Losses so as to achieve the same effect on the Capital Accounts of such Limited Partners, notwithstanding any other provision of this Agreement to the contrary.

(b) *Curative Allocations.* The allocations set forth in Sections 4.1(b) and 4.3(a) (the "Regulatory Allocations") are intended to comply with certain requirements of Section 1.704-1(b) of the Regulations. The Partners hereby acknowledge and agree that the Regulatory Allocations may not be consistent with the manner in which the Partners intend to make Partnership distributions. Accordingly, the General Partner is hereby authorized and directed to make other allocations of Profit, Loss, or Book Depreciation among the Partners in any reasonable manner that the General Partner deems appropriate, in its sole discretion, so as to prevent the Regulatory Allocations from distorting the manner in which the Partnership distributions would otherwise be divided among the Partners pursuant to Sections 4.2, 8.3 and 8.4. In general, the Partners anticipate that this will be accomplished by specially allocating other Profits, Losses, or Book Depreciation among the Partners so that, after such offsetting special allocations are made, the amount of each Partner's Capital Account will be, to the extent possible, equal to the Capital Account balance such Partner would have had if the Regulatory Allocations were not a part of this Agreement and all Partnership items had been allocated to the Partners solely pursuant to Section 4.1(a).

(c) *Tax Allocations: Code Section 704(c).* In accordance with Section 704(c) of the Code and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Partnership shall, solely for tax purposes, be allocated among the Partners so as to take account of any variation between the adjusted basis of such property to the Partnership for federal income tax purposes and the initial Gross Asset Value of such property (determined in accordance with Section 3.2(a)(iii)(A)). In accordance with the requirements of Section 1.704-1(b)(4)(i) of the Regulations, if the Gross Asset Value of any Partnership asset is adjusted pursuant to Section 3.2(a)(iii)(B). subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and the Gross Asset Value of such asset in the same manner as such variations are taken into account under Section 704(c) of the Code and the Regulations thereunder with respect to property contributed to the Partnership. Any elections or other decisions relating to such allocation shall be made by the General Partner in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 4.3(c) are solely for purposes of federal, state,

and local taxes and shall not affect or be taken into account in computing any Partner's Capital Account or share of Profits, Losses, other items, or distributions pursuant to this Agreement.

(d) *Other Allocation Rules.*

(i) For purposes of determining the Profits, Losses, or any other item allocable to any period (including periods before and after the admission of a new Partner), Profits, Losses, and any such other item shall be determined on a daily, monthly, or other basis, as determined and allocated by the General Partner using any permissible method under Section 706 of the Code and the Regulations thereunder.

(ii) For federal income tax purposes, every item of income, gain, loss, and deduction shall be allocated among the Partners in accordance with the allocations under Sections 4.1, 4.3(a), 4.3(b), and 4.3(c).

(iii) The Partners are aware of the income tax consequences of the allocations made by this Section 4.3 and Section 4.1 and hereby agree to be bound by the provisions of this Section 4.3 and Section 4.1 in reporting their shares of Partnership income and loss for income tax purposes.

(iv) To the extent permissible under Section 704 of the Code and the Regulations thereunder, in making allocations provided for in this Section 4.3 and Section 4.1, ordinary income realized by the Partnership from recapture of previously reported deductions shall be allocated to those Partners (or their successors in interest) to whom such deductions were originally allocated and in proportion to such original allocations. Any obligation relating to the recapture of previously reported credits shall be allocated to those Partners (or their successors in interest) to whom such credits were originally allocated and in proportion to such original allocations.

(v) It is intended that the allocations in Sections 4.1, 4.3(a), 4.3(b), and 4.3(c) effect an allocation for federal income tax purposes consistent with Section 704 of the Code and comply with any limitations or restrictions therein. The General Partner shall have complete discretion to make the allocations pursuant to this Section 4.3 and Section 4.1 in any reasonable manner consistent with Section 704 of the Code and to amend the provisions of this Agreement as appropriate to comply with the Regulations promulgated under Section 704 of the Code, if in the opinion of counsel to the Partnership, such an amendment is advisable to reflect allocations among the Partners consistent with those Regulations.

(vi) The Partners agree that their Partnership Interests represent their interests in Partnership profits for purposes of allocating excess nonrecourse liabilities pursuant to Section 1.752-3(a)(3) of the Regulations.

ARTICLE V
COMPENSATION AND REIMBURSEMENT OF THE GENERAL PARTNER

5.1 **Compensation.** The General Partner and any Affiliate of the General Partner may receive compensation from the Partnership for services rendered pursuant to agreements with the Partnership, including agreements pursuant to which the General Partner may conduct certain

operations of the Partnership, provided that any such agreement shall be on terms that are fair and reasonable to the Partnership and are approved by a Majority Interest.

5.2 **Reimbursement for Organizational Expenses.** In addition to amounts otherwise distributed or paid to the General Partner pursuant to this Agreement, the General Partner and its Affiliates shall be reimbursed for all expenses, disbursements, and advances incurred or made, and all fees, deposits, and other sums paid by the General Partner in connection with the organization of the Partnership, the qualification of the Partnership to do business, and all related matters.

5.3 **Reimbursement for Operational Expenses.** In addition to amounts otherwise distributed or paid to the General Partner pursuant to this Agreement, the General Partner shall be reimbursed at any reasonable times and from time to time for all costs and expenses that the General Partner and its Affiliates incur on behalf of, or in the management and operation of the business of, the Partnership, including, but not limited to, that portion of the General Partner's and its Affiliates' legal and accounting costs and expenses, telephone, secretarial, travel, and entertainment expenses, office rent and other office expenses, salaries and other compensation expenses of directors, officers, employees, agents, and representatives, and other general, administrative, and additional expenses that are necessary or appropriate to the conduct of the Partnership's business and allocable to the Partnership. The General Partner shall determine the expenses that are allocable to the Partnership in a manner that is fair and reasonable. Such reimbursements shall be in addition to any reimbursement to the General Partner as a result of the indemnification provided under Section 6.1(i). At the discretion of the General Partner, Partnership expenses may be billed directly to and paid by the Partnership.

ARTICLE VI
MANAGEMENT

6.1 **Rights and Obligations of the General Partner.** In addition to the rights and obligations set forth elsewhere in this Agreement, the General Partner shall have the following rights and obligations:

(a) *Management.* The business and affairs of the Partnership shall be managed by the General Partner, who shall direct, manage and control the business of the Partnership. Except for situations in which the approval of the Limited Partners is required by this Agreement or by non-waivable provisions of applicable law, the General Partner shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Partnership, to make decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Partnership's business.

(b) *Certain Powers of the General Partner.* The General Partner shall have the power and authority, on behalf of the Partnership:

(i) To acquire property from any Person as the General Partner may determine. The fact that any Limited Partner is directly or indirectly affiliated or connected with any such Person shall not prohibit the Partnership from dealing with that Person.

(ii) To purchase liability and other insurance to protect the Partnership's property and business.

(iii) To hold and own any Partnership real and/or personal properties in the name of the Partnership.

(iv) To invest any Partnership funds temporarily (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper or other investments.

(v) To sell or otherwise dispose of the Partnership's assets in the ordinary course of the Partnership's business.

(vi) To execute on behalf of the Partnership all instruments and documents, including, without limitation, checks; drafts; notes, and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Partnership's property; assignments; bills of sale; leases; partnership agreements of other partnerships and operating agreements; and any other instruments or documents necessary, in the opinion of the General Partner to the business of the Partnership.

(vii) To employ accountants, legal counsel, managing agents or other experts to perform services for the Partnership and to compensate them from Partnership funds.

(viii) To enter into any and all other agreements on behalf of the Partnership, with any other Person for any purpose in such forms as a Majority Interest may approve.

(ix) To do and perform all other acts as may be necessary or appropriate to the conduct of the Partnership's business.

Unless authorized to do so by this Agreement, no attorney-in-fact, employee or other agent of the Partnership shall have any power or authority to bind the Partnership in any way, to pledge its credit or to render it liable pecuniarily for any purpose. No Limited Partner shall have any power or authority to bind the Partnership unless the Limited Partner has been authorized by the General Partner to act as an agent of the Partnership in accordance with the previous sentence.

(c) *Restrictions on the Authority of the General Partner.* Notwithstanding anything in this Agreement to the contrary, the General Partner shall not have the authority to, and covenants and agrees that it shall not, do any of the following acts without the consent of a Majority Interest:

(i) Cause or permit the Partnership to engage in any activity that is not consistent with the purposes of the Partnership as set forth in Section 1.3;

(ii) Sell or otherwise dispose of any material portion of the Partnership's assets as part of a single transaction or plan;

(iii) Borrow money on the Partnership’s behalf from banks, other lending institutions, Partners, or affiliates of Partners and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Partnership to secure repayment of the borrowed sums;

(iv) Knowingly do any act in contravention of this Agreement;

(v) Knowingly do any act which would make it impossible to carry on the ordinary business of the Partnership, except as otherwise provided in this Agreement;

(vi) Confess a judgment against the Partnership in an amount in excess of $100,000;

(vii) Possess property, or assign rights in specific property, for other than a Partnership purpose;

(viii) Cause the Partnership to voluntarily take any action that would cause a bankruptcy of the Partnership; or

(ix) Cause the Company to admit any additional Partners other than pursuant to the terms of this Agreement.

(d) *Certificate of Limited Partnership.* The General Partner shall cause the Certificate of Limited Partnership of the Partnership to be filed with the Secretary of State of Texas as required by the Texas Act and shall cause to be filed such other certificates or documents (including copies, amendments, or restatements of this Agreement) as may be determined by the General Partner to be reasonable and necessary or appropriate for the formation, qualification, or registration and operation of a limited partnership (or a partnership in which Limited Partners have limited liability) in the State of Texas and in any other state where the Partnership may elect to do business.

(e) *Loans to or from General Partner; Loans to Certain Limited Partners; Contracts with Affiliates; Joint Ventures.*

(i) The General Partner or any Affiliate of the General Partner may lend to the Partnership funds needed by the Partnership for such periods of time as the General Partner may determine; provided that the General Partner or such Affiliate may not charge the Partnership interest at a rate greater than the rate (including points or other financing charges or fees) that would be charged the Partnership (without reference to the General Partner’s financial abilities or guaranties) by unrelated lenders on comparable loans. The Partnership shall reimburse the General Partner or any such Affiliate, as the case may be, for any costs incurred by the General Partner or such Affiliate in connection with the borrowing of funds obtained by the General Partner or such Affiliate and loaned to the Partnership.

(ii) The Partnership may lend funds to the General Partner or any Affiliate thereof, provided that the Partnership shall not charge interest at a rate less than the rate (including points or other financing charges or fees) that would be charged the General Partner or such Affiliate by unrelated lenders on comparable loans.

(iii) The Partnership may lend funds to John H. Lindsey, Robert L. Albritton and Russell W. Stein for payment by such Limited Partners of principal payments on the $500,000 principal loan secured by each such Limited Partner to make the Preference Contributions, on the terms and conditions as are approved by a Majority Interest.

(iv) The General Partner or any of its Affiliates may enter into an agreement with the Partnership to render services, including management services, for the Partnership. Any service rendered for the Partnership by the General Partner or any Affiliate thereof shall be on terms that are fair and reasonable to the Partnership.

(v) The Partnership may transfer any assets to joint ventures or other partnerships in which it is or thereby becomes a participant upon terms and subject to such conditions consistent with applicable law as the General Partner deems appropriate.

(f) *Reliance by Third Parties.* Any Person dealing with the Partnership may rely (without duty of further inquiry) upon a certificate signed by the General Partner as to:

(i) The identity of any Partner;

(ii) The existence or nonexistence of any fact or facts which constitutes a condition precedent to acts by the General Partner or which are in any other manner germane to the affairs of the Partnership;

(iii) The Persons who are authorized to execute and deliver any instrument or document of the Partnership; or

(iv) Any act or failure to act by the Partnership or any other matter whatsoever involving the Partnership or any Partner.

(g) *Partnership Funds.* The funds of the Partnership shall be deposited in accounts designated by the General Partner. The General Partner may, in its sole discretion, deposit funds of the Partnership in a central disbursing account maintained by or in the name of the General Partner, the Partnership, or any other Person into which funds of the General Partner, the Partnership, or other Persons are also deposited, provided that at all times books of account are maintained that show the amount of funds of the Partnership on deposit in such account and interest accrued with respect to such funds as credited to the Partnership. The General Partner may use the funds of the Partnership as compensating balances for its benefit, provided that such funds do not directly or indirectly secure, and are not otherwise at risk on account of, any indebtedness or other obligation of the General Partner or any director, officer, employee, agent, representative, or Affiliate thereof. Nothing in this Section 6.1(g) shall be deemed to prohibit or limit in any manner the right of the Partnership to lend funds to the General Partner or any Affiliate thereof pursuant to Section 6.1(e)(ii). All withdrawals from or charges against such accounts shall be made by the General Partner or by its representatives. Funds of the Partnership may be invested as determined by the General Partner in accordance with the terms and provisions of this Agreement.

(h) *Outside Activities; Conflicts of Interest.* The General Partner or any Affiliate thereof and any director, officer, employee, agent, or representative of the General

Partner or any Affiliate thereof shall be entitled to and may have business interests and engage in business activities in addition to those relating to the Partnership, including business interests and activities in direct competition with the Partnership. Neither the Partnership nor any of the Partners shall have any rights by virtue of this Agreement or the partnership relationship created hereby in any business ventures of the General Partner, any Affiliate thereof, or any director, officer, employee, agent, or representative of either the General Partner or any Affiliate thereof.

(i) *Resolution of Conflicts of Interest.* Unless otherwise expressly provided in this Agreement or any other agreement contemplated herein, whenever a conflict of interest exists or arises between the General Partner or any of its Affiliates, on the one hand, and the Partnership or any Limited Partner, on the other hand, any action taken by the General Partner, in the absence of bad faith by the General Partner, shall not constitute a breach of this Agreement or any other agreement contemplated herein or a breach of any standard of care or duty imposed herein or therein or under the Texas Act or any other applicable law, rule, or regulation.

(j) *Indemnification.* The Partnership shall indemnify and hold harmless the General Partner and any director, officer, employee, agent, or representative of the General Partner, against all liabilities, losses, and damages incurred by any of them by reason of any act performed or omitted to be performed in the name of or on behalf of the Partnership, or in connection with the Partnership's business, including attorneys' fees and any amounts expended in the settlement of any claims or liabilities, losses, or damages, to the fullest extent permitted by the Texas Act. The Partnership, in the sole discretion of the General Partner, may indemnify and hold harmless any Limited Partner, employee, agent, or representative of the Partnership, any Person who is or was serving at the request of the Partnership acting through the General Partner as a director, officer, partner, trustee, employee, agent, or representative of another corporation, partnership, joint venture, trust, or other enterprise, and any other Person to the extent determined by the General Partner in its sole discretion, but in no event shall such indemnification exceed the indemnification permitted by the Texas Act. Notwithstanding anything to the contrary in this Section 6.1(j) or elsewhere in this Agreement, no amendment to the Texas Act after the Commencement Date shall reduce or limit in any manner the indemnification provided for or permitted by this Section 6.1(j) unless the reduction or limitation is required by the amendment for limited partnerships formed before enactment of the amendment. In no event shall Limited Partners be subject to personal liability by reason of the indemnification provisions of this Agreement.

(k) *Liability of General Partner.*

(i) Neither the General Partner nor its directors, officers, employees, agents, or representatives shall be liable to the Partnership or any Limited Partner for errors in judgment or for any acts or omissions that do not constitute gross negligence or willful or wanton misconduct.

(ii) The General Partner may exercise any of the powers granted to it by this Agreement and perform any of the duties imposed upon it hereunder either directly or by or through its directors, officers, employees, agents, or representatives, and the General Partner shall not be responsible for any misconduct or negligence on the part of any agent or representative appointed by the General Partner.

(l) *Reliance by General Partner.*

(i) The General Partner may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(ii) The General Partner may consult with legal counsel, accountants, appraisers, management consultants, investment bankers, and other consultants and advisers selected by it, and any opinion of any such Person as to matters which the General Partner believes to be within such Person's professional or expert competence shall be full and complete authorization and protection in respect of any action taken or suffered or omitted by the General Partner hereunder in good faith and in accordance with such opinion.

6.2 **Rights and Obligations of Limited Partners.** In addition to the rights and obligations of Limited Partners set forth elsewhere in this Agreement, Limited Partners shall have the following rights and obligations:

(a) *Limitation of Liability.* Limited Partners shall have no liability under this Agreement except as provided herein or under the Texas Act.

(b) *Partnership Debt Liability.* Limited Partners will not be personally liable for any debts or losses of the Partnership beyond their respective Capital Contributions and any obligation of the Limited Partner under this Agreement to make Capital Contributions.

(c) *List of Partners.* Upon written request of any Partner, the General Partner shall provide a list showing the names, addresses and Partnership Interest and Voting Percentages of all Partners.

(d) *Partnership Books.* In accordance with Section 10.1, the General Partner shall maintain and preserve, during the term of the Partnership, and for five (5) years thereafter, all accounts, books, and other relevant Partnership documents. Upon reasonable request, each Partner shall have the right, during ordinary business hours, to inspect and copy such Partnership documents at the requesting Partner's expense.

(e) *Management of Business.* No Limited Partner shall take part in the control (within the meaning of the Texas Act) of the Partnership's business, transact any business in the Partnership's name, or have the power to sign documents for or otherwise bind the Partnership other than as specifically set forth in this Agreement.

(f) *Outside Activities.* A Limited Partner shall be entitled to and may have business interests and engage in business activities in addition to those relating to the Partnership, including business interests and activities in direct competition with the Partnership. Neither the Partnership nor any of the other Partners shall have any rights by virtue of this Agreement in any business ventures of any Limited Partner.

(g) *Return of Capital.* No Limited Partner shall be entitled to the withdrawal or return of his Capital Contribution except to the extent, if any, that distributions made pursuant

to this Agreement or upon termination of the Partnership may be considered as such by law and then only to the extent provided for in this Agreement.

ARTICLE VII
TRANSFER, ASSIGNMENT AND SUBSTITUTION

7.1 Transfer of Interests.

(a) Transfer. No Partnership Interest shall be transferred, in whole or in part, except in accordance with the terms and conditions set forth in this Section 7.1. Any transfer or purported transfer of any Partnership Interest not made in accordance with this Section 7.1 shall be null and void. A purported transferee shall have no right to require any information or account of the Partnership's transactions or to inspect the Partnership's books. The Partnership shall be entitled to treat the purported transferor of a Partnership Interest as the absolute owner thereof in all respects, and shall incur no liability to any purported transferee for distributions to the Partner owning such Partnership Interest of record or for allocations of Profits, Losses, deductions, or credits or for transmittal of reports and notices required to be given to holders of Partnership Interests. The term "transfer," when used in this Section 7.1 and in Section 7.3 with respect to a Partnership Interest, includes a sale, assignment, gift, pledge, encumbrance, hypothecation, mortgage, exchange, or any other disposition.

(b) *Transfers by General Partner.* With prior written approval of a Majority Interest, the General Partner may transfer all, but not less than all, of its Partnership Interest to any Person. Any transfer by the General Partner of its Partnership Interest under this Section 7.1(b) to an Affiliate of the General Partner or any other Person shall not constitute a withdrawal of the General Partner under Section 7.2(a), Section 8.1(b), or any other provision of this Agreement. If any such transfer is deemed to constitute a withdrawal under such provisions or otherwise and results in the dissolution of the Partnership under this Agreement or the laws of any jurisdiction to which the Partnership or this Agreement is subject, the Partners hereby unanimously consent to the reconstitution and continuation of the Partnership immediately following such dissolution, pursuant to Section 8.2.

(c) Right of First Refusal.

(i) Any Limited Partner who desires to transfer all or any portion of his Partnership Interest in the Partnership (a "Selling Owner'') to a bona fide third party purchaser who is not then a Limited Partner or General Partner shall obtain from such proposed third party purchaser a bona fide written offer to purchase such Partnership Interest, stating the terms and conditions upon which the purchase is to be made and the consideration to be paid therefore. The Selling Owner shall give written notification to the remaining Partners, by certified mail or personal delivery, of his intention to so transfer such Partnership Interest, furnishing to the remaining Partners a copy of the aforesaid written offer to purchase such Partnership Interest.

(ii) The remaining Partners, and each of them, shall, on a basis pro rata to their Partnership Interests or on a basis pro rata to the Partnership Interests of those remaining Partners exercising their right of first refusal, have the right to exercise a right of first refusal to

purchase all (but not less than all) of the Partnership Interest proposed to be sold by the Selling Owner upon the same terms and conditions as stated in the aforesaid written offer to purchase by giving written notification to the Selling Owner, by certified mail or personal delivery, of their intention to do so within ten (10) days after receiving written notice from the Selling Owner. The failure of all of the remaining Partners (or any one or more of them) to so notify the Selling owner of their desire to exercise this right of first refusal within said ten (10) day period shall result in the termination of the right of first refusal and the Selling Owner shall be entitled to consummate the sale of the Partnership Interest that was subject to the written offer to such third party purchaser.

In the event the remaining Partners (or any one or more of the remaining Partners) give written notice to the Selling Owner of their desire to exercise this right of first refusal and to purchase all of the Selling Owner's Partnership Interest that is the subject of the written offer upon the same terms and conditions as are stated in the written offer to purchase, the remaining Partners shall have the right to designate the time, date and place of closing, provided that the date of closing shall be within thirty (30) days after receipt of written notification from the Selling Owner of the third party offer to purchase.

(iii) In the event of the purchase of the Selling Owner's Partnership Interest by a third party purchaser, and as a condition to recognizing one or more of the effectiveness and binding nature of any such sale and (subject to Section 7.1(e)) substitution of a new Partner as against the Partnership or otherwise, the remaining Partners may require the Selling Owner and the proposed purchaser, or successor-in-interest, as the case may be to execute, acknowledge and deliver to the remaining Partners such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and to perform al such other acts which the remaining Partners may deem necessary or desirable to:

(A) constitute such purchaser, as a Partner or successor-in-interest as such;

(B) confirm that the Person desiring to acquire the Partnership Interest, or to be admitted as a Partner, has accepted, assumed and agreed to be subject and bound by all of the terms, obligations and conditions of this Agreement, as amended;

(C) preserve the Partnership after the completion of such sale, transfer, assignment or substitution under the laws of each jurisdiction in which the Partnership is qualified, organized or does business;

(D) maintain the status of the Partnership as a partnership for federal tax purposes; and

(E) assure compliance with any applicable state and federal laws, including securities laws and regulations.

(iv) Any sale of an Partnership Interest or admission of a Partner in compliance with this Section 7.1(c) shall be deemed effective as of the last day of the calendar month in which the remaining Partners' consent thereto was given. The transferring Partner

agrees, upon request of the remaining Partners, to execute such certificates or other documents and perform such other acts as may be reasonably requested by the remaining Partners from time to time in connection with such sale, transfer, assignment, or substitution. The Selling Partner hereby indemnifies the Partnership and the remaining Partners against any and all loss, damage, or expense (including, without limitation, tax liabilities or loss of tax benefits) arising directly or indirectly as a result of any transfer of purported transfer in violation of this Section 7.1(c).

(v) Right to Participate in Sale.

(A) *Participation Offer.* Any written notification from a Selling Partner, who desires to sell all or any portion of his Partnership Interest to a non-affiliated third party purchaser, delivered pursuant to Section 7.1(c)(i), shall also contain an offer (the "Participation Offer'') to each remaining Partner (each, a "Non-Selling Partner") of the right, but not the obligation, to sell to the nonaffiliated third party purchaser pursuant to any bona fide offer (the ''Third Party Offer") a pro rata portion of the Partnership Interest to be sold pursuant to the Third Party Offer, for the same consideration (pro rata in accordance with their Partnership Interests) to be received by the Selling Partner.

(B) *Acceptance of Participation Offer.* If the Right of First Refusal is not exercised, each Non-Selling Partner shall accept or reject the Participation Offer in writing within 15 days after delivery of the Participation Offer. If accepted, and if the Non-Selling Partner desires to sell less than its pro rata portion, the notice of acceptance shall specify the maximum amount he agrees to sell. If any Non-Selling Partner fails to accept the Participation Offer within such 15-day period, or upon the earlier rejection in writing of the Participation Offer by any Non-Selling Partner, the Selling Partner shall be released from the obligations under this Section 7.1(c)(v) as to that Non-Selling Partner.

(C) *Transfer Pursuant to Participation Offer.* Each Non-Selling Partner agrees to execute and deliver such instruments of conveyance and transfer and to take such other action as may reasonably be required in connection with any transfer made pursuant to this Section 7.1(c)(v).

(vi) Notwithstanding anything in this Agreement to the contrary, the restrictions on transfers set forth in this Section 7.1(c) do not apply to transfer of Partnership Interests to the Partnership or to a then existing Partner.

(d) *Transferee Not Partner in Absence of Consent.* Notwithstanding anything contained herein to the contrary (including, without limitation, Section 7.1(c) hereof), if a Majority Interest does not approve by written consent the proposed sale of the Selling Partner's Partnership Interest to a transferee who is not a Partner immediately prior to the sale, then the proposed transferee shall have no right to participate in the management of the business and affairs of the Partnership or to become a Partner. No transfer of a Partner's interest in the Partnership shall be effective unless and until written notice (including the name and address of

the proposed transferee and the date of such transfer) has been provided to the Partnership and the non-transferring Partners.

(e) *Additional Limitations.* The General Partner may require, as a condition to any transfer of a Partnership Interest of a Limited Partner, that, in the General Partner's reasonable determination, (i) the transfer will not jeopardize the treatment of the Partnership as a partnership for federal income tax purposes, and (ii) the transfer will not violate the registration requirements of applicable securities laws or cause any prior offer and sale of Partnership Interests to violate such requirements. The General Partner may also require the proposed transferee to deliver to the Partnership acceptable representations and warranties respecting its status under applicable securities laws and its investment intent with respect to the Partnership Interest, and may require the transferor and transferee to supply such other documentation as the General Partner may deem advisable in its sole discretion.

(f) *Distributions and Allocations in Respect of Transferred Partnership Interests.* If any Partnership Interest is transferred during any fiscal year in compliance with the provisions of this Article VII, Profits, Losses, and all other items attributable to the transferred interest for such period shall be allocated between the transferor and the transferee by taking into account their varying interests during the period in accordance with Section 706 of the Code, using any conventions permitted by law and selected by the General Partner. All distributions on or before the date of the transfer shall be made to the transferor. Solely for purposes of making such allocations and distributions, the Partnership shall recognize the transfer not later than the end of the calendar month during which it is given notice of the transfer; provided, however, that if the Partnership does not receive a notice stating the date the Partnership Interest was transferred and such other information as the General Partner may reasonably require within 30 days after the end of the fiscal year during which the transfer occurs, then all of such items shall be allocated, and all distributions shall be made, to the Person who, according to the books and records of the Partnership, on the last day of the fiscal year during which the transfer occurs, was the owner of the Partnership Interest. Neither the Partnership nor any Partner shall incur any liability for making allocations and distributions in accordance with the provisions of this Section 7.1(e), whether or not any Partner or the Partnership has knowledge of any transfer of ownership of any Partnership Interest.

7.2 Withdrawal or Removal of General Partner.

(a) *Withdrawal.* The General Partner shall have the right to withdraw from the Partnership at any time without penalty, upon 15 days' written notice to Limited Partners. In the event of such withdrawal and the resulting dissolution of the Partnership, Limited Partners shall have the right to reconstitute and continue the Partnership in accordance with Section 8.2.

(b) *Removal.* At a meeting called expressly for that purpose, the General Partner may be removed from its position as General Partner at any time, with or without cause by the affirmative vote of Limited Partners holding at least 80% of the Voting Percentages of all Limited Partners. Following such a removal, a new general partner shall be selected by a Majority Interest.

(c) *Interest of Withdrawing or Removed General Partner.* If the General Partner shall withdraw or be removed in accordance with Section 7.2(a) or 7.2(b), the withdrawing General Partner shall become a Limited Partner and its Partnership Interest as a General Partner shall be converted into the Partnership Interest of a Limited Partner. Any successor General Partner shall, at the effective date of its admission to the Partnership, contribute to the capital of the Partnership cash or property or other consideration in an amount or having a fair market value, and in exchange for a Partnership Interest and Voting Percentage, as shall be acceptable to a Majority Interest This Agreement shall be amended to reflect any event described in this Section 7.2, and any successor General Partner covenants to so amend this Agreement.

7.3 Admission of Limited Partners and Successor General Partner.

(a) *Admission of Limited Partners.* On the Commencement Date, the General Partner shall admit to the Partnership as a Limited Partner the Persons shown on Exhibit A who have tendered their Capital Contributions to the Partnership as provided in Section 3.1(a)(i) on or before the Commencement Date. Limited Partners shall execute a counterpart of this Agreement and thereby agree to be bound by the terms of this Agreement. From the Commencement Date forward, any Person (who is not then an existing Partner) may only acquire a Partnership Interest in the Partnership upon receiving the affirmative vote of not less than 80% of the Voting Percentages of all Partners, whether any such Partnership Interest is acquired through or from the Partnership, through or from some type of Partnership benefit plan or as a transferee of a current Partner’s Partnership Interest or any portion thereof, subject to the other terms and conditions of this Agreement. To the extent such admission is approved, the General Partner shall be permitted to revise Exhibit A hereto to reflect the new Partnership Interests and Voting Percentages of all Partners. No new Limited Partners shall be entitled to any retroactive allocation or losses, income or expense deductions incurred by the Partnership. The General Partner may, at its option, at the time a new Limited Partner is admitted, close the Partnership books (as though the Partnership’s tax year had ended) or make pro rata allocations of loss, income and expense deductions to a new Limited Partner for that portion of the Partnership’s tax year in which a Limited Partner was admitted in accordance with the provisions of Section 706(d) of the Code and the Treasury Regulations promulgated thereunder. Any Person, following the approval procedure described above, who acquires a Partnership Interest as a Limited Partner directly from the Partnership shall be admitted to the Partnership as a Limited Partner upon the Partnership’s receipt of his Capital Contribution, and to the extent necessary, Exhibit A shall be amended to reflect the revised Partnership Interest and Voting Percentages of each Partner. Each such Limited Partner shall execute a counterpart of this Agreement and thereby agree to be bound by the terms of this Agreement.

(b) *Admission of Substitute Limited Partners.* A transferee (which may be the heir or legatee of a Limited Partner) or assignee of a Limited Partner’s Partnership Interest, or Person acquiring a Partnership Interest pursuant to any foreclosure made upon any permitted pledge or hypothecation of the Partnership Interest, shall be entitled to receive the distributive share of the Partnership’s Profits, Losses, deductions, and credits attributable to such Partnership Interest, provided that such transfer shall have been subjected to the right of first refusal rights provided in Section 7.1(c). No transferee, assignee, heir, or legatee shall become a substitute Limited Partner without the prior written consent of the General Partner, which consent will be

given only in the sole discretion of the General Partner. Upon written consent by the General Partner, the transferee, assignee, heir, or legatee shall execute a counterpart of this Agreement, thereby agreeing to be bound by the terms of this Agreement with respect to the Partnership Interest so transferred. Upon admission of a substitute Limited Partner, the substitute Limited Partner shall be subject to all of the restrictions applicable to, shall assume all of the obligations of, and shall attain the status of a Limited Partner under and pursuant to this Agreement with respect to the Partnership Interest held by the substitute Limited Partner.

(c) *Admission of Successor General Partner.* A successor General Partner selected pursuant to Section 8.2 or the transferee of or successor to all of the Partnership Interest of the General Partner pursuant to Section 7.1(b) or a replacement General Partner elected by a Majority Interest following the removal of a General Partner pursuant to Section 7.2(b) shall be admitted to the Partnership as the General Partner, effective as of the date of the withdrawal or removal of the predecessor General Partner or the date of transfer of the predecessor's Partnership Interest.

(d) *Action by General Partner.* In connection with the admission of any substitute Limited Partner or successor General Partner, the General Partner shall have the authority to take all such actions as it deems necessary or advisable in connection therewith, including the amendment of Exhibit A to this Agreement and the execution and filing with appropriate authorities of any necessary documentation.

7.4 **Major Decisions.** The following actions by the Partnership require the approval of a Majority Interest:

(a) the sale, exchange or other disposition of any material portion of the Partnership's assets (other than in the ordinary course of the Partnership's business) that is to occur as part of a single transaction or plan;

(b) any borrowing of money by the Partnership from banks, other lending institutions, Partners, or Affiliates of Partners;

(c) admission of any Partner to the Partnership; and

(d) any distribution in kind of Partnership property, except in accordance with Section 8.4.

ARTICLE VIII
DISSOLUTION AND WINDING UP

8.1 **Dissolution.** The Partnership shall be dissolved upon:

(a) the expiration of its term as provided in Section 1.4;

(b) the withdrawal, bankruptcy, or dissolution of the General Partner, or any other event that results in its ceasing to be the General Partner (other than by reason of a transfer pursuant to Section 7.1(b));

(c) an election to dissolve the Partnership (i) proposed by the General Partner that is approved by the unanimous vote of Limited Partners holding Voting Percentages or (ii) proposed and approved by the affirmative vote of all Limited Partners holding Voting Percentages; or

(d) any other event that, under the Texas Act, would cause its dissolution.

For purposes of this Section 8.1, the bankruptcy of the General Partner shall be deemed to have occurred when the General Partner: (i) makes a general assignment for the benefit of creditors; (ii) is declared insolvent in any state insolvency proceeding; (iii) becomes the subject of an order for relief under Chapter 7 of the United States Bankruptcy Code, 11 U.S.C. § 101 et. seq., or successor statute (the "Bankruptcy Code"); (iv) becomes a voluntary debtor in a case under Chapter 11 of the Bankruptcy Code and fails to achieve confirmation of a plan of reorganization within 180 days; (v) becomes an involuntary debtor in a case under either Chapter 7 or 11 of the Bankruptcy Code and fails to achieve a dismissal of the case within 90 days, or, with respect to a Chapter 11 case in which an order for relief is entered prior to the expiration of 90 days, fails to achieve confirmation of a plan of reorganization within 180 days of the commencement of the involuntary case; and (vi) consents to or is subjected to the appointment of a trustee, receiver or liquidator with respect to all or substantially all of the General Partner's properties, and, where such appointment was contested by the General Partner, there has been a failure to vacate such appointment within 90 days of appointment.

8.2 **Continuation of the Partnership.** Upon the occurrence of an event described in Section 8.1(b) or 8.1(d), the Partnership shall be deemed to be dissolved and reconstituted if, (a) there remains at least one general partner, in which case the business of the Partnership may be carried on by the remaining general partner (or general partners), or (b) within 90 days after such event, all of the remaining Partners (i) elect in writing to continue the business of the Partnership and, (ii) to the extent that they desire or if there are no remaining general partners, agree to the appointment, effective as of the date of withdrawal of the General Partner, of one or more new general partners. If the remaining general partners, if any, do not elect to carry on the business of the Partnership, or if no election to continue the Partnership is made by all remaining Partners within 90 days of the event of dissolution, the Partnership shall conduct only activities necessary to wind up its affairs. If an election to continue the Partnership is made upon the occurrence of an event described in Section 8.1(b) or 8.1(d), then:

(a) the Partnership shall be deemed to be reconstituted and shall continue until the end of the term for which it is formed unless earlier dissolved in accordance with this Article VIII;

(b) the interest of the former General Partner shall be treated thenceforth as the interest of a Limited Partner and converted in the manner provided in Section 7.2(b); and

(c) all necessary steps shall be taken to amend or restate this Agreement and the Certificate of Limited Partnership, and the successor General Partner may for this purpose exercise the power of attorney granted pursuant to Section 11.12.

8.3 Liquidation. Upon dissolution of the Partnership, unless the Partnership is continued under Section 8.2, the General Partner or, if the General Partner has been dissolved, becomes bankrupt as defined in Section 8.1, or withdraws from the Partnership, a liquidator or liquidating committee selected by a Majority Interest, shall be the Liquidator. The Liquidator (if other than the General Partner) shall be entitled to receive compensation for its services as approved by a Majority Interest. The Liquidator shall agree not to resign at any time without 15 days' prior written notice and (if other than the General Partner) may be removed at any time, with or without cause, by notice of removal approved by a Majority Interest. Upon dissolution, removal, or resignation of the Liquidator, a successor and substitute Liquidator (who shall have and succeed to all rights, powers, and duties of the original Liquidator) shall within 30 days thereafter be selected by a Majority Interest. The right to appoint a successor or substitute Liquidator in the manner provided herein shall be recurring and continuing for so long as the functions and services of the Liquidator are authorized to continue under the provisions of this Agreement, and every reference herein to the Liquidator will be deemed to refer also to any successor or substitute Liquidator appointed in the manner herein provided. Except as expressly provided in this Article VIII, the Liquidator appointed in the manner provided herein shall have and may exercise, without further authorization or consent of any of the parties hereto, all of the powers conferred upon the General Partner under the terms of this Agreement (but subject to all of the applicable limitations, contractual and otherwise, upon the exercise of such powers) to the extent necessary or desirable in the good faith judgment of the Liquidator to carry out the duties and functions of the Liquidator hereunder for and during the period of time reasonably required in the good faith judgment of the Liquidator to complete the winding up and liquidation of the Partnership as provided for herein. The Liquidator shall liquidate the assets of the Partnership and apply and distribute the proceeds of liquidation in the following order of priority, unless otherwise required by mandatory provisions of applicable law:

(a) to the payment of the expenses of the terminating transactions including brokerage commissions, legal fees, accounting fees, and closing costs;

(b) next, to the payment and discharge of all the Partnership's debts and liabilities to creditors of the Partnership, including Partners who are creditors other than solely as a result of Section 6.06 of the Texas Act, in order of priority provided by law; and

(c) the balance, if any, to the Partners as follows:

(i) first, $420,000, less any amounts distributed pursuant to Section 4.2(a)(i), shall be distributed to each of Robert L. Albritton, John H. Lindsey and Russell W. Stein;

(ii) second, $1,000,000 shall be distributed as follows:

(A) $700,000 to Robert L. Albritton;

(B) $240,000 to John H. Lindsey; and

(C) $60,000 to Russell W. Stein;

(iii) third, to the Partners (other than Robert L. Albritton, John H. Lindsey and Russell W. Stein) or their lawful assignees, in accordance with the positive balances in their Capital Accounts as provided in Section 1.704-1(b)(2)(ii)(b)(2) of the Regulations (such computation to be made after the final allocation of gain is made among the Capital Accounts of all Partners);

(iv) thereafter, any remaining amounts shall be distributed as follows:

(A) 58.82% to Robert L. Albritton;

(B) 28.24% to John H. Lindsey; and

(C) 12.94% to Russell W. Stein.

Notwithstanding the liquidation distributions provided for under Section 8.3(c), the Liquidator may, in his sole discretion, place in escrow a reserve of cash or other assets of the Partnership for contingent liabilities in an amount determined by the Liquidator to be appropriate for such purposes.

8.4 **Distribution in Kind.** Notwithstanding the provisions of Section 8.3 which require the liquidation of the assets of the Partnership, but subject to the order of priorities set forth therein, if on dissolution of the Partnership the Liquidator determines that an immediate sale of part or all of the Partnership's assets would be impractical or would cause undue loss to the Partners, the Liquidator may defer for a reasonable time the liquidation of any assets except those necessary to satisfy liabilities of the Partnership (other than those to Partners) and may distribute to the Partners, in lieu of cash, as tenants in common and in accordance with the provisions of Section 8.3, undivided interests in Partnership assets that the Liquidator deems not suitable for liquidation. Any such distributions in kind shall be subject to conditions relating to the disposition and management of such properties that the Liquidator deems reasonable and equitable and to any joint operating agreements or other agreements governing the operation of the properties at the time. The Liquidator shall determine the fair market value of any property distributed in kind using any reasonable method of valuation it may adopt.

8.5 **Cancellation of Certificate of Limited Partnership.** Upon the completion of the distribution of Partnership property as provided in Sections 8.3 and 8.4, the Partnership shall be terminated, and the Liquidator (or the General Partner and Limited Partners if required by law) shall cause the cancellation of the Certificate of Limited Partnership in the State of Texas and of all qualifications and registrations of the Partnership as a foreign limited partnership in jurisdictions other than the State of Texas and shall take such other actions as may be necessary to terminate the Partnership.

8.6 **Return of Capital.** The General Partner shall not be personally liable for the return of the Capital Contributions of Limited Partners, or any portion thereof, it being expressly understood that any such return shall be made solely from Partnership assets.

8.7 **Waiver of Partition.** Each Partner hereby waives any rights to partition of the Partnership property.

ARTICLE IX
AMENDMENT OF AGREEMENT; MEETINGS; CONSENTS

9.1 **Amendments to be Adopted Solely by General Partner.** The General Partner (pursuant to the General Partner's power of attorney from Limited Partners), without the consent of any Limited Partner, may amend any provision of this Agreement, and execute, swear to, acknowledge, deliver, file, and record whatever documents may be required in connection therewith, to reflect:

(a) a change in the name of the Partnership, in the registered office or registered agent of the Partnership, or in the location of the principal place of business of the Partnership;

(b) the admission, substitution, or removal of Partners in accordance with this Agreement;

(c) a change that the General Partner has determined is reasonable and necessary or appropriate to qualify or register, or continue the qualification or registration of, the Partnership as a limited partnership (or a partnership in which Limited Partners have limited liability) under the laws of any state or which change is necessary or advisable in the opinion of the General Partner to ensure that the Partnership will not be treated as an association taxable as a corporation for federal income tax purposes;

(d) a change that (i) is necessary or desirable to satisfy any requirements, conditions, or guidelines contained in any opinion, directive, order, ruling, or regulation of any federal or state agency or judicial authority or contained in any federal or state statute, or (ii) is necessary or desirable to implement the provisions of the last sentence of Section 4.3(d)(v);

(e) an amendment that is necessary, in the opinion of counsel to the Partnership, to prevent the Partnership or the General Partner or their directors, officers, employees, agents, or representatives from in any manner being subjected to the "plan asset" regulations adopted under the Employee Retirement Income Security Act of 1974, as amended.

Notice to Partners of an amendment pursuant to this Section 9.1 shall not be necessary.

9.2 **Amendment Procedures.** Except as provided in Sections 9.1 and 9.3, all amendments to this Agreement shall be in accordance with the following requirements: (i) amendments to this Agreement may be proposed only by the General Partner or a Majority Interest; (ii) if an amendment is proposed, the General Partner shall seek the approval from the requisite Voting Percentage of Limited Partners either in a meeting or by written consent; (iii) a proposed amendment shall be effective upon its approval by (1) the General Partner and (2) a Majority Interest (unless a greater percentage is required by this Agreement); and (iv) the General Partner shall notify all Partners upon final adoption of any such proposed amendment.

9.3 **Amendment Requirements; Limited Partner Voting.** Notwithstanding the provisions of Sections 9.1 and 9.2 no provision of this Agreement that establishes a percentage of Limited Partners required to take any action shall be amended, altered, changed, repealed, or rescinded in any respect that would have the effect of reducing such voting requirement, unless

approved by written consent or the affirmative vote of Limited Partners whose aggregate Voting Percentage constitutes not less than the voting requirement sought to be reduced. Notwithstanding the provisions of Sections 9.1 and 9.2, any amendment to this Agreement that changes the allocation of Profits, Losses, distributions of the General Partner or any Limited Partner shall require the consent of the affected Partners. This Section 9.3 shall be amended only with the approval by written consent or affirmative vote of Limited Partners whose aggregate Voting Percentage constitutes 100% of the aggregate Voting Percentage of Limited Partners. The voting requirements contained in this Section 9.3 shall be in addition to voting requirements imposed by law or other provisions contained herein.

9.4 **Meetings of Limited Partners.**

(a) *General.* Meeting of the Limited Partners, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the General Partner or any Limited Partner or Limited Partners holding at least 10% of the Voting Percentage.

(b) *Place of Meetings.* The General Partner may designate any place, either within or outside the State of Texas, as the place of meeting for any meeting of the Limited Partners. If no designation is made, or if a special meeting be otherwise called, the place of the meeting shall be the principal executive office of the Partnership in Fort Worth, Texas.

(c) *Notice of Meetings.* Except as provided in Section 9.4(d), written notice stating the place, day and hour of the meeting and the purpose or purposes of or which the meeting is called shall be delivered not less than ten nor more than fifty days before the date of the meeting, either personally or by mail, by or at the direction of the General Partner or Limited Partner calling the meeting, to each Limited Partner entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered two calendar days after being deposited in the United States mail, addressed to the Limited Partner at his address as it appears on the books of the Partnership, with postage thereon prepaid

(d) *Meeting of all Limited Partners.* If all of the Limited Partners shall meet at any time and place either within or outside of the State of Texas, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.

(e) *Record Date.* For the purpose of determining the Limited Partners entitled to notice of or to vote at any meeting of Limited Partners or any adjournment thereof, or Limited Partners entitled to receive payment of any distribution, or in order to make a determination of Limited Partners for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declaring such distribution is adopted, as the case may be, shall be the record date for such determination of Limited Partners. When a determination of Limited Partners entitled to vote at any meeting of Limited Partners has been made as provided in this Section 9.4(e), such determination shall apply to any adjournment thereof.

(f) *Quorum.* Limited Partners holding at least a Majority Interest, represented in person or by proxy, shall constitute a quorum at any meeting of Limited Partners. In the absence of a quorum at any such meeting, a majority of the Voting Percentage so represented

may adjourn the meeting from time to time for a period not to exceed 60 days without further notice. However, if the adjournment is for more than 60 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Limited Partner of record entitled to vote at the meeting. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Limited Partners present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of that number of Limited Partners holding an aggregate Voting Percentage whose absence would cause less than a quorum.

(g) *Manner of Acting.* If a quorum is present, the affirmative vote of Limited Partners holding a Majority Interest shall be the act of the Limited Partners, unless the vote of a greater or lesser proportion or number is otherwise required by the Act or this Agreement. Unless otherwise expressly provided in this Agreement or required under applicable law, Limited Partners who have an interest (economic or otherwise) in the outcome of any particular matter upon which the Limited Partners vote or consent may vote or consent upon any such matter and their vote or consent, as the case may be, shall be counted in the determination of whether the requisite matter was approved by the Limited Partners.

(h) *Proxies.* At all meetings of Limited Partners, a Limited Partner may vote in person or by proxy executed in writing by the Limited Partner or by a duly authorized attorney-in-fact. Such proxy shall be filed with the General Limited Partner before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

(i) *Waiver of Notice.* When any notice is required to be given to any Limited Partner, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

9.5 **Action Without a Meeting.** Action required or permitted to be taken at a meeting of Limited Partners may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Limited Partner entitled to vote and delivered to the General Limited Partner for including in the books and records of the Limited Partnership. Action taken under this Section 9.5 is effective when all Limited Partner entitled to vote have signed the consent, unless the consent specified a different effective date. The record date for determining Limited Partners entitled to take action without a meeting shall be the date the first Limited Partner singes a written consent.

ARTICLE X
FINANCIAL MATTERS

10.1 **Books, Records, Accounting, and Reports.**

(a) *Records and Accounting.* The General Partner shall keep or cause to be kept appropriate books and records with respect to the Partnership’s business, which shall at all times be kept at the principal office of the Partnership or such other office as the General Partner

may designate for such purpose. At a minimum the Partnership shall keep at its principal place of business the following records:

(i) A current list of the full name and last know business, residence, or mailing address of each Partner, both past and present;

(ii) A copy of the Partnership's Certificate of Limited Partnership and all amendments thereto, as filed with the Secretary of State of Texas, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;

(iii) Copies of the Partnership's federal, state, and local income tax returns and reports, if any, for the four most recent years;

(iv) Copies of the Partnership's currently effective written Agreement of Limited Partnership, copies of any writings permitted or required with respect to a Partner's obligation to contributed cash, property, or services, and copies of any financial statements of the Partnership for the three most recent years;

(v) Minutes of every meeting;

(vi) Any written consents obtained from the Limited Partners for actions taken by Limited Partner without a meeting.

The books of the Partnership shall be maintained for financial reporting purposes on the accrual basis using generally accepted accounting principles, or on the cash basis, as the General Partner shall determine in its sole discretion, in accordance with applicable law.

(b) *Fiscal Year.* The fiscal year of the Partnership for tax and accounting purposes shall be the calendar year unless otherwise determined by the General Partner in its sole discretion and allowable under the Code.

(c) Reports.

(i) *Annual.* As soon as reasonably practicable after the end of each fiscal year of the Partnership, the General Partner shall cause to be mailed to each Partner reports containing financial statements of the Partnership for such fiscal year, presented on cash or accrual basis, including a balance sheet and statement of income and, if the General Partner shall so determine in its sole discretion, such statements may be audited by a firm of independent public accountants selected by the General Partner.

(ii) *Quarterly.* As soon as reasonably practicable after the end of each fiscal quarter of the Partnership, the General Partner shall, if it shall so determine in its sole discretion, cause to be mailed to each Partner a report containing such financial information for that calendar quarter as the General Partner deems appropriate.

(d) *Other Information.* The General Partner may release information concerning the operations of the Partnership to any financial institution or other person that has loaned or may loan funds to the Partnership or the General Partner or any of its Affiliates and

may release such information to any other Person for reasons reasonably related to the business and operations of the Partnership or as required by law or regulation of any regulatory body.

10.2 Tax Matters.

(a) *Preparation of Tax Returns.* The General Partner shall arrange for the preparation and timely filing of all returns of Partnership income, gain, loss, deduction, credit, and other items necessary for federal, state, and local income tax purposes and shall use all reasonable efforts to furnish to the Partners within 10 days after the Partnership returns are filed the tax information reasonably required for federal and state income tax reporting purposes. The classification, realization, and recognition of income, gain, loss, deduction, credit, and other items shall be on the cash or accrual method of accounting for federal income tax purposes, as the General Partner shall determine in its sole discretion. Copies of all tax returns, or pertinent information therefrom, shall be furnished to the Limited Partners by the General Partner within a reasonably time after the end of the Partnership's fiscal year.

(b) *Tax Elections.* The General Partner shall, in its sole discretion, determine whether to make any available tax election, provided that the General Partner shall make any tax election requested by a Majority Interest.

(c) *Tax Controversies.* Subject to the provisions of this Agreement, the General Partner is designated the Tax Matters Partner (as defined in Section 6231(a)(7) of the Code), and is authorized and required to represent the Partnership, at the Partnership's expense, in connection with all examinations of the Partnership's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Partnership funds for professional services and costs associated therewith. Each Partner agrees to cooperate with the General Partner and to do or refrain from doing any or all things reasonably requested by the General Partner to conduct such proceedings. Any Partner other than the General Partner who wishes to participate in such administrative proceedings at the Partnership level may do so, but any expenses incurred by such Partner in connection therewith shall not be deemed a Partnership expense, but shall be paid by such Partner.

(d) *Organizational Expenses.* The Partnership shall elect to deduct expenses incurred in organizing the Partnership ratably over a 60-month period as provided in Section 709 of the Code.

(e) *Taxation as a Partnership.* No election shall be made by the Partnership or any Partner for the Partnership to be excluded from the application of any of the provisions of Subchapter K, Chapter 1 of Subtitle A of the Code or from any similar provisions of any state tax laws.

ARTICLE XI
GENERAL PROVISIONS

11.1 **Addresses and Notices.** Any notice, demand, request, or report required or permitted to be given or made to a Partner under this Agreement shall be in writing and shall be deemed given or made when delivered in person or when sent by United States registered or certified mail to the Partner at his address as shown on the records of the Partnership, regardless

of any claim of any Person who may have an interest in any Partnership Interest by reason of an assignment or otherwise.

11.2 **Titles and Captions.** All article and section titles and captions in this Agreement are for convenience only, shall not be deemed part of this Agreement, and in no way shall define, limit, extend, or describe the scope or intent of any provisions of this Agreement. Except as specifically provided otherwise, references to “Articles” and “Sections” are to Articles and Sections of this Agreement.

11.3 **Pronouns and Plurals.** Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns, and verbs shall include the plural and vice versa.

11.4 **Further Action.** The parties shall execute all documents, provide all information, and take or refrain from taking all actions as may be necessary or appropriate to achieve the purposes of this Agreement.

11.5 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives, and permitted assigns.

11.6 **Integration.** This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter of this Agreement and supersedes all prior agreements and understandings pertaining thereto.

11.7 **Creditors**. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Partnership.

11.8 **Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach or any other covenant, duty, agreement, or condition. Each Partner expressly waives any right that he might have to require a partition of any Partnership property or a dissolution of the Partnership, except as otherwise provided in this Agreement.

11.9 **Counterparts.** This Agreement may be executed in counterparts, all of which together shall constitute one agreement binding on all the parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

11.10 **Applicable Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Texas, without regard to the principles of conflicts of law.

11.11 **Invalidity of Provisions.** If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, in whole or in part, then the parties shall be relieved of all obligations arising under that provision, but only to the extent that it is illegal, unenforceable, or void. It is the intent and agreement of the parties that this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while

preserving its intent or, if that is not possible, by substituting therefor another provision that is legal and enforceable and achieves the same objectives.

11.12 **Power of Attorney.**

(a) *Grant of Power.* Each Limited Partner hereby constitutes and appoints the General Partner and its authorized representatives (and any successor thereto by assignment, election, or otherwise and the authorized representatives thereof) with full power of substitution as his true and lawful agent and attorney-in-fact, with full power and authority in his name, place, and stead, to execute, swear to, acknowledge, deliver, file, and record in the appropriate public offices, as applicable or appropriate (i) all certificates and other instruments and all amendments or restatements thereof that the General Partner deems reasonable and appropriate or necessary to qualify or register, or continue the qualification or registration of, the Partnership as a limited partnership (or a partnership in which Limited Partners have limited liability) in all jurisdictions in which the Partnership may conduct business or own property; (ii) all instruments, including an amendment or restatement of this Agreement, that the General Partner deems appropriate or necessary to reflect any amendment, change, or modification of this Agreement in accordance with its terms; (iii) all conveyances and other instruments or documents that the General Partner deems appropriate or necessary to reflect the dissolution and liquidation of the Partnership pursuant to the terms of this Agreement; (iv) all instruments relating to the admission or substitution of any Partner; (v) all ballots, consents, approvals, waivers, certificates, and other instruments appropriate or necessary, in the sole discretion of the General Partner, to make, evidence, give, confirm, or ratify any vote, consent, approval, agreement, or other action that is made or given by Limited Partners hereunder, is deemed to be made or given by Limited Partners hereunder, or is consistent with the terms of this Agreement and appropriate or necessary, in the sole discretion of the General Partner, to effectuate the terms or intent of this Agreement; provided that, with respect to any action that requires the vote, consent, or approval of a stated percentage of Limited Partners under the terms of this Agreement, the General Partner may exercise the power of attorney granted in this Section 11.2(a)(v) only after the necessary vote, consent, or approval has been made or given. Nothing herein contained shall be construed as authorizing the General Partner to amend this Agreement except in accordance with Article IX or as otherwise provided in this Agreement.

(b) *Irrevocability.* The foregoing power of attorney is irrevocable and coupled with an interest, and it shall survive, and not be affected by, the death, incompetency, incapacity, disability, dissolution, bankruptcy, or termination of any Limited Partner and the transfer of all or any portion of his Partnership Interest and shall extend to such Limited Partner's heirs, successors, assigns, and personal representatives. Each Limited Partner agrees to be bound by any representations made by the General Partner acting in good faith pursuant to the power of attorney; and each Limited Partner hereby waives any and all defenses that may be available to contest, negate, or disaffirm any action of the General Partner taken in good faith under the power of attorney. Each Limited Partner shall execute and deliver to the General Partner within 15 days after receipt of the General Partner's request therefor, further designations, powers of attorney, and other instruments the General Partner deems necessary to effectuate this Agreement and the purposes of the Partnership.

11.13 **Entire Agreement.** This Agreement contains the entire understanding between the parties and any prior understanding and agreements between them respecting the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 31st day of December, 2001.

GENERAL PARTNER:

RCL, L.L.C.

By: */s/ Robert L. Albritton*
Robert L. Albritton
Managing Member

LIMITED PARTNERS:

/s/ Robert L. Albritton

Robert L. Albritton

/s/ Martha Albritton

Martha Albritton

/s/ John H. Lindsey

John H. Lindsey

/s/ Russell W. Stein

IRA Rollover
Morgan Keegan as Custodian for Russell W. Stein

David C. Lindsey

David C. Lindsey

/s/ Ross D. Margraves, Jr.

Ross D. Margraves, Jr.

EXHIBIT A

Partnership Interests and Voting Percentages of all Partners

General Partner	Partnership Interest	Voting Percentage
RCL, L.L.C. as General Partner	0.25%	0.25%

Limited Partners	Partnership Interest	Voting Percentage
Robert L. Albritton, as Limited Partner	49.87%	55.86%(1)
Martha Albritton, as Limited Partner	9.975%	3.99%(1)
John H. Lindsey, as Limited Partner	23.94%	28.9275%(2) (3)
IRA Rollover Oppenheimer as Custodian for Russell W. Stein, as Limited Partner	10.9725%	10.9725%
David C. Lindsey, as Limited Partner	3.99%	0%(2)
Ross D. Margraves, Jr., as Limited Partner	0.9975%	0%(2)

(1) For voting purposes only, Robert L. Albritton votes a 5.985% Voting Percentage that would otherwise be voted by Martha Albritton.

(2) For voting purposes only, John H. Lindsey votes a 3.99% Voting Percentage that would otherwise be voted by David C. Lindsey.

(3) For voting purposes only, John H. Lindsey votes a 0.9975% Voting Percentage that would otherwise be voted by Ross D. Margraves, Jr.

EXHIBIT B

Description of Initial Contributions by and Initial Capital Accounts of All Partners

General Partner	Contribution	Initial Capital Account	Undistributed Preference Contributions
$0	undivided 100% interest in and to the non-manufacturing assets formerly owned by RCL, L.L.C.	$ 8,044	$ 0

Limited Partners	Contribution	Initial Capital Account*	Undistributed Preference Contributions
Robert L. Albritton	received interest in pro rata distribution by RCL, L.L.C. to its members	$ 1,744,747	$ 140,000
Martha Albritton	received interest in pro rata distribution by RCL, L.L.C. to its members	$ 320,949	$ 0
John H. Lindsey	received interest in pro rata distribution by RCL, L.L.C. to its members	$ 910,278	$ 140,000
IRA Rollover, Oppenheimer as Custodian for Russell W. Stein	received interest in pro rata distribution by RCL, L.L.C. to its members	$ 493,044	$ 140,000
David C. Lindsey	received interest in pro rata distribution by RCL, L.L.C. to its members	$ 128,380	$ 0
Ross D. Margraves, Jr.	received interest in pro rata distribution by RCL, L.L.C. to its members	$ 32,095	$ 0

* This amount includes the amount of undistributed Preference Contributions as set forth in the column titled “Undistributed Preference Contributions.”

Exhibit 3.22

<u>CERTIFICATE OF INCORPORATION</u>
OF
<u>RAILROAD FRICTION PRODUCTS CORPORATION</u>

We, the undersigned, for the purpose of associating to establish a corporation for the transaction of the business and the promotion and conduct of the objects and purposes hereinafter stated, under the provisions and subject to the requirements of the laws of the State of Delaware (particularly Chapter 1, Title 8 at the 1953 Delaware Code and the acts amendatory thereof and supplemental thereto, and known as the "General Corporation Law of the State of Delaware"), do make and file this Certificate of Incorporation in writing and do hereby certify, as follows, to wit:

<u>FIRST:</u> The name of the corporation (hereinafter called the corporation) is

<u>RAILROAD FRICTION PRODUCTS CORPORATION</u>

<u>SECOND:</u> The respective names of the County and of the City within the County in which the principal office of the corporation is to be located in the State of Delaware are the County of Kent and the City of Dover. The name of the resident agent of the corporation is The Prentice-Hall Corporation System, Inc. The street and number of said principal office and the address by street and number of said resident agent is 229 South State Street, Dover, Delaware.

<u>THIRD:</u> The nature of the business of the corporation and the objects or purposes to be transacted, promoted or carried on by it are as follows:

To manufacture and sell friction braking elements for use by the railroad and railway industries.

To acquire by purchase, exchange, lease or otherwise and to own, hold, use, develop, operate, sell, assign, lease, transfer, convey, exchange, mortgage, pledge or

otherwise dispose of or deal in and with, real and personal property of every class or description and rights and privileges therein wheresoever situate.

To manufacture, process, purchase, sell and generally to trade and deal in and with goods, wares and merchandise of every kind, nature and description, and to engage and participate in any mercantile, industrial or trading business of any kind or character whatsoever.

To apply for, register, obtain, purchase, lease, take licenses in respect of or otherwise acquire, and to hold, own, use, operate, develop, enjoy, turn to account, grant licenses and immunities in respect of, manufacture under and to introduce, sell, assign, mortgage, pledge or otherwise dispose of, and, in any manner deal with and contract with reference to:

(a) inventions, devices, formulae, processes and improvements and modifications thereof;

(b) letters patent, patent rights, patented processes, copyrights, designs, and similar rights, trade-marks, trade symbols and other indications of origin and ownership granted by or recognized under the laws of the United States of America or of any state or subdivision thereof, or of any foreign country or subdivision thereof, and all rights connected therewith or appertaining thereunto;

(c) franchises, licenses, grants and concessions.

To purchase or otherwise acquire, and to hold, mortgage, pledge, sell, exchange or otherwise dispose of, securities (which term, for the purpose of this Article THIRD, includes, without limitation of the generality thereof, any share of stock, bonds, debentures, notes, mortgages, or other obligations, and any certificates, receipts or other

instruments representing rights to receive, purchase or subscribe for the same, or representing any other rights or interests therein or in any property or assets), created or issued by any persons, firms, associations, corporations, or governments or subdivisions thereof; to make payment therefor in any lawful manners; and to exercise, as owner or holder of any securities, any and all rights, powers and privileges in respect thereof.

To make and enter into, perform and carry out contracts of every kind and description with any person, firm, association, corporation or government or subdivision thereof.

To acquire by purchase, exchange or otherwise, all, or any part of, or any interest in, the properties, assets, business and good will of any one or more persons, firms, associations or corporations heretofore or hereafter engaged in any business for which a corporation may now or hereafter be organized under the laws of the State of Delaware; to pay for the same in cash, property or its own or other securities; to hold, operate, reorganize, liquidate, sell or in any manner dispose of the whole or any part thereof; and in connection therewith, to assume or guarantee performance or any liabilities, obligations or contracts of such persons, firms, associations or corporations, and to conduct the whole or any part of any business thus acquired.

To lend its uninvested funds from time to time to such extent, to such persons, firms, associations, corporations, governments or subdivisions thereof, and on such terms and on such security, if any, as the Board of Directors or the corporation may determine:

To endorse or guarantee the payment of principal, interest or dividends upon, and to guarantee the performance of sinking fund or other obligations of, any securities, and to guarantee in any way permitted by law the performance of any of the contracts or other

undertakings in which the corporation may otherwise be or become interested, of any persons, firm, association, corporation, government or subdivision thereof, or of any other combination, organization or entity whatsoever.

To borrow money for any of the purposes of the corporation, from time to time, and without limit as to amount; from time to time to issue and sell its own securities in such amounts, on such terms and conditions, for such purposes and for such prices, now or hereafter permitted by the laws of the State of Delaware and by this Certificate of Incorporation, as the Board of Directors of the corporation may determine; and to secure such securities by mortgage upon, or the pledge of, or the conveyance or assignment in trust of, the whole or any part of the properties, assets, business and good will of the corporation, then owned or thereafter acquired.

To draw, make, accept, endorse, discount, execute, and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures, and other negotiable or transferable instruments and evidences of indebtedness whether secured by mortgage or otherwise, as well as to secure the same by mortgage or otherwise, so far as may be permitted by the laws of the State of Delaware.

To purchase, hold, cancel, reissue, sell, exchange, transfer or otherwise deal in its own securities from time to time to such an extent and in such manner and upon such terms as the Board of Directors of the corporation shall determine; provided that the corporation shall not use its funds or property for the purchase of its own shares of capital stock when such use would cause any impairment of its capital, except to the extent permitted by law; and provided further that shares of its own capital stock belonging to the corporation shall not be voted upon directly or indirectly.

To organize or cause to be organized under the laws of the State of Delaware, or of any other State of the United States of America, or of the District of Columbia, or of any territory, dependency, colony or possession of the United States of America, or of any foreign country, a corporation or corporations for the purpose of transacting, promoting or carrying on any or all of the objects or purposes for which the corporation is organized, and to dissolve, wind up, liquidate, merge or consolidate any such corporation or corporations or to cause the same to be dissolved, wound up, liquidated, merged or consolidated.

To conduct its business in any and all of its branches and maintain offices both within and without the State of Delaware, in any and all States of the United States of America, in the District of Columbia, in any or all territories, dependencies, colonies or possessions of the United States of America, and in foreign countries.

To such extent as a corporation organized under the General Corporation Law of the State of Delaware may now or hereafter lawfully do, to do, either as principal or agent and either alone or in connection with other corporations, firms, or individuals, all and everything necessary, suitable, convenient or proper for, or in connection with, or incident to, the accomplishment of any of the purposes or the attainment of any one or more of the objects herein enumerated, or designed directly or indirectly to promote the interests of the corporation or to enhance the value of its properties; and in general to do any and all things and exercise any and all powers, rights and privileges which a corporation may now or hereafter be organized to do or to exercise under the General Corporation Law of the State of Delaware or under any act amendatory thereof, supplemental thereto or substituted therefor.

The foregoing provisions of this Article THIRD shall be construed both as purposes and powers and each as an independent purpose and power. The foregoing enumeration of specific purposes and powers shall not be held to limit or restrict in any manner the purposes and powers of the corporation, and the purposes and powers herein specified shall, except when otherwise provided in this Article THIRD, be in no wise limited or restricted by reference to, or inference from, the terms of any provision of this or any other Article of this Certificate of Incorporation; provided that nothing herein contained shall be construed as authorizing the corporation to issue bills, notes or other evidences of debt for circulation as money, or to carry on the business of receiving deposits of money or the business of buying gold or silver bullion or foreign coins or as authorizing the corporation to engage in the business of banking or insurance or to carry on the business of constructing, maintaining or operating public utilities in the State of Delaware; and provided, further, that the corporation shall not carry on any business or exercise any power in any state, territory, or country which under the laws thereof the corporation may not lawfully carry on or exercise.

FOURTH: The total number of shares of stock which the corporation shall have authority to issue is Two Thousand (2,000), and the par value of each of such shares shall be One Hundred ($100.00) Dollars. All such shares are of one class and are designated as Common Stock.

FIFTH: The minimum amount of capital with which the corporation will commence business is One Thousand Dollars.

SIXTH: The names and places of residence of each of the incorporators are as follows:

Name	Place of Residence
L. R. Boland	Dover, Delaware
N. C. Dunning	Dover, Delaware
Z. A. Pool, III	Dover, Delaware

SEVENTH: The corporation is to have perpetual existence.

EIGHTH: The private property of the stockholders of the corporation shall not be subject to the payment of corporate debts to any extent whatever.

NINTH: For the management of the business and for the conduct of the affairs of the corporation, and in further definition, limitation and regulation of the powers of the corporation and of its directors and stockholders, it is further provided:

1. The number of directors of the corporation shall be as specified in the By-Laws of the corporation but such number may from time to time be increased or decreased in such manner as may be prescribed by the By-Laws. In no event shall the number of directors be less than three. The election of directors need not be by ballot. Directors need not be stockholders.

2. In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors is expressly authorized and empowered:

(a) By resolution adopted by a majority of the whole Board, to make, alter, amend, and repeal By-Laws, subject to the power of the stockholders to alter or repeal the By-Laws made by the Board of Directors.

(b) With the written assent or affirmative vote of a majority of the stockholders, to authorize and issue obligations of the corporation, secured or unsecured, to include therein such provisions as to redeemability, convertibility or otherwise, as the Board of Directors may determine, and to authorize the mortgaging or pledging, as security therefor, of any property of the corporation, real or personal, including after-acquired property.

(c) To determine whether any, and, if any, what part, of the net profits of the corporation or of its net assets in excess of its capital shall be declared in

dividends and paid to the stockholders, and to direct and determine the use and disposition of any such net profits or such net assets in excess of capital.

(d) To fix from time to time the amount of profits of the corporation to be reserved as working capital or for any other lawful purpose.

(e) To establish bonus, profit-sharing or other types of incentive or compensation plans for the employees (including officers and directors) of the corporation and to fix the amount of profits to be distributed or shared and to determine the persons to participate in any such plans and the amounts of their respective participations.

In addition to the powers and authorities hereinbefore or by statute expressly conferred upon it, the Board of Directors may exercise all such powers and do all such acts and things as may be exercised or done by the corporation, subject, nevertheless, to the provisions of the laws of the State of Delaware, of the Certificate of Incorporation and of the By-Laws of the corporation.

3. Any director or any officer elected or appointed by the stockholders or by the Board of Directors may be removed at any time in such manner as shall be provided in the By-Laws of the corporation.

4. No contract or other transaction between the corporation and any other corporation and no other act of the corporation shall, in the absence of fraud, in any way be affected or invalidated by the fact that any of the directors of the corporation are pecuniarily or otherwise interested in, or are directors or officers of, such other corporation. Any director of the corporation individually or any firm or association of which any director may be a member, may be a party to, or may be pecuniarily or

otherwise interested in, any contract or transaction of the corporation, provided that the fact that he individually or such firm or association is so interested shall be disclosed or shall have been known to the Board of Directors or a majority of such members thereof as shall be present at any meeting of the Board of Directors at which action upon any such contract or transaction shall be taken. Any director of the corporation who is also a director or officer of such other corporation or who is so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors which shall authorize any such contract or transaction, and may vote thereat to authorize any such contract or transaction, with like force and effect as if he were not such director or officer of such other corporation or not so interested. Any director of the corporation may vote upon any contract or other transaction between the corporation and any subsidiary or affiliated corporation without regard to the fact that he is also a director of such subsidiary or affiliated corporation.

Any contract, transaction or act of the corporation or of the directors, which shall be ratified by a majority of a quorum of the stockholders of the corporation at any annual meeting, or at any special meeting called for such purpose, shall, in so far as permitted by law or by the Certificate of Incorporation of the corporation, be as valid and as binding as though ratified by every stockholder of the corporation; provided, however, that any failure of the stockholders to approve or ratify any such contract, transaction or act, when and if submitted, shall not be deemed in any way to invalidate the same or deprive the corporation, its directors, officers or employees, of its or their right to proceed with such contract, transaction or act.

5. Subject to any limitation in the By-Laws, the members of the Board of Directors shall be entitled to reasonable fees, salaries or other compensation for their services and to reimbursement for their expenses as such members. Nothing contained herein shall preclude any director from serving the corporation, or any subsidiary or affiliated corporation, in any other capacity and receiving proper compensation therefor.

6. If the By-Laws so provide, the stockholders and Board of Directors of the corporation shall have power to hold their meetings, to have an office or offices and to keep the books of the corporation, subject to the provisions of the laws of Delaware, outside of said State at such place or places as may from time to time be designated by them.

TENTH: Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for this corporation under the provisions of Section 291 of Title 8 of the Delaware Code, or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said court directs.

If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as a

consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders of this corporation, as the case may be, and also on this corporation.

ELEVENTH: The transfer of shares of any clasts of stock of this corporation may be restricted by agreement between the corporation and the holders of all the shares of such class of stock then outstanding and of the subscribers for all authorized shares for which subscriptions shall have then been accepted; in which event, so long as such agreement remains in effect, a reference to such restriction shall be stated on each of the certificates for such stock.

TWELFTH: From time to time any of the provisions of this Certificate of Incorporation may be amended, altered or repealed, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted in the manner and at the time prescribed by said laws, and all rights at any tine conferred upon the stockholders of the corporation by this Certificate of Incorporation are granted subject to the provisions of this Article TWELFTH.

IN WITNESS WHEREOF, we, the undersigned, being all or the incorporators hereinabove named do hereby further certify that the facts hereinabove stated are truly set forth and accordingly have hereunto set our respective hands and seals.

Dated at Dover, Delaware

December 13, 1954

/s/ ____________________ (L.S.)

/s/ ____________________ (L.S.)

/s/ ____________________ (L.S.)

STATE OF DELAWARE	)	
	)	SS.
COUNTY OF KENT	)	

BE IT REMEMBERED that personally appeared before me, F. K. Tuller, a Notary Public in and for the County and State aforesaid, L. R. Boland, N. C. Dunning, and Z. A. Pool, III, all the incorporators who signed the foregoing Certificate of Incorporation, known to me personally to be such, and I having made known to them and each of them the contents of said Certificate of Incorporation, they did severally acknowledge the same to be the act and deed of the signers, respectively, and that the facts therein stated are truly set forth

GIVEN under my hand and seal of office this 13th day of December, A. D. 1954.

/s/ [illegible]

Notary Public

CERTIFICATE OF CHANGE OF REGISTERED AGENT

AND

REGISTERED OFFICE

* * * * *

RAILROAD FRICTION PRODUCTS CORPORATION, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

The present registered agent of the corporation is THE PRENTICE-HALL CORPORATION SYSTEM, INC. and the present registered office of the corporation is in the County of Kent.

The Board of Directors of RAILROAD FRICTION PRODUCTS CORPORATION by the unanimous written consent of its members, filed with the minutes of the board, adopted the following resolution:

> Resolved, that the registered office of RAILROAD FRICTION PRODUCTS CORPORATION in the State of Delaware be and it hereby is changed to No. 100 West Tenth Street, in the City of Wilmington, County of New Castle, and the authorization of the present registered agent of this corporation be and the same is hereby withdrawn, and THE CORPORATION TRUST COMPANY, shall be and is hereby constituted and appointed the registered agent of this corporation at the address of its registered office.

IN WITNESS WHEREOF, RAILROAD FRICTION PRODUCTS CORPORATION has caused this statement to be signed by W. I. Graham, its Vice-President and attested by Wayne Palmer, its Assistant Secretary, this 21st day of April 1978.

/s/ W. I. Graham
W. I. Graham. Vice-President

/s/ Wayne Palmer
Wayne Palmer, Assistant Secretary

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE
AND OF REGISTERED AGENT

It is hereby certified that:

1. The name of the corporation (hereinafter called the “corporation”) is RAILROAD FRICTION PRODUCTS CORPORATION.

2. The registered office of the corporation within the State of Delaware is hereby changed to 2711 Centerville Road, Suite 400, City of Wilmington 19808, County of New Castle.

3. The registered agent of the corporation within the State of Delaware is hereby changed to Corporation Service Company, the business office of which is identical with the registered office of the corporation as hereby changed.

4. The corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on 11/17/03

/s/ Alvaro Garcia-Tunon
Alvaro Garcia-Tunon, Chief Financial Officer

Exhibit 3.23

AMENDED & RESTATED BYLAWS

OF RAILROAD FRICTION PRODUCTS CORPORATION

(hereinafter the “Corporation”)

ADOPTED JANUARY 5, 2010

ARTICLE I

STOCKHOLDERS

Section 1.01. Annual Meetings. Annual meetings of the stockholders shall be held, at such date, time and place as may be fixed by the Board of Directors and as set forth in the notice of the meeting.

Section 1.02. Special Meetings. Special meetings of the stockholders may be called at any time, for the purpose or purposes set forth in the call, by the President, the Board of Directors or the holders of at least one-fifth of all the shares of any class outstanding and entitled to vote thereat, by delivering a written request to the Secretary. At any time, upon the written request of any person or persons who have duly called a special meeting, it shall be the duty of the Secretary to fix the date of the meeting, to be held not more than 75 days after receipt of the request, and to give due notice thereof. Special meetings shall be held at such place and at such time and date as the Board of Directors shall determine and as set forth in the notice of the meeting.

Section 1.03. Notice of Annual and Special Meetings. Except as otherwise expressly required by law, notice of each meeting of stockholders, whether annual or special, shall be given, at least 10 and not more than 60 days prior to the date on which the meeting is to be held, to each stockholder of record entitled to vote thereat by delivery of a notice thereof to him personally or by sending a copy thereof through the mail, electronically or by courier, charges prepaid, to his address appearing on the records of the Corporation. Each such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, shall briefly state the purpose or purposes for which the meeting is called. A written waiver of notice, signed by the person or persons entitled to such notice, whether before or after the date and time fixed for the meeting shall be deemed the equivalent of such notice. Neither the business to be

transacted at, nor the purpose of, the meeting need be specified in a waiver of notice of such meeting.

Section 1.04. Quorum. A stockholders' meeting duly called shall not be organized for the transaction of business unless a quorum is present. At any meeting, the presence in person or by proxy of stockholders entitled to cast at least a majority of the votes which all stockholders are entitled to cast on the particular matter shall constitute a quorum for the purpose of considering such matter, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation. The stockholders present at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum. If a meeting cannot be organized because a quorum has not attended, those present may adjourn the meeting from time to time to such time (not more than 30 days after the next previous adjourned meeting) and place as they may determine, without notice other than by announcement at the meeting of the time and place of the adjourned meeting; and in the case of any meeting called for the election of directors, those who attend the second of such adjourned meetings, although entitled to cast less than a majority of the votes entitled to be cast on any matter to be considered at the meeting, shall nevertheless constitute a quorum for the purpose of electing directors.

Section 1.05. Voting. At every meeting of stockholders, each holder of record of issued and outstanding stock of the Corporation entitled to vote at such meeting shall be entitled to vote in person or by proxy and, except where a date has been fixed as the record date for the determination of stockholders entitled to notice of or to vote at such meeting, no holder of record of a share of stock which has been transferred on the books of the Corporation within 10 days next preceding the date of such meeting shall be entitled to notice of or to vote at such meeting in respect of such share so transferred. Resolution of the stockholders shall be adopted, and any action of the stockholders at a meeting upon any matter shall be taken and be valid, only if at least a majority of the votes cast with respect to such resolutions or matter are cast in favor thereof, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation. The Chairman of the Board (if one has been elected and is present) shall be chairman, and the Secretary (if present) shall act as secretary, at all meetings of the stockholders. In the absence of the Chairman of the Board, the President shall be chairman; and

in the absence of both of them, the chairman shall be designated by the Board of Directors or if not so designated shall be elected by the stockholders present; and in the absence of the Secretary, an Assistant Secretary shall act as secretary of the meeting.

Section 1.06. Procedure at Stockholders' Meetings. The organization of each meeting of the stockholders, the order of business thereat and all matters relating to the manner of conducting the meetings shall be determined by the chairman of the meeting, whose decisions may be overruled only by a majority vote (which shall not be by ballot) of the stockholders present and entitled to vote at the meeting in person or by proxy. Meetings shall be conducted in a manner designed to accomplish the business of the meeting in a prompt and orderly fashion and to be fair and equitable to all stockholders, but it shall not be necessary to follow Roberts' Rules of Order or any other manual of parliamentary procedure.

Section 1.07. Action Without a Meeting. Unless otherwise provided by the Certificate of Incorporation, any action required to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, and such written consent is delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business or an officer or agent of the Corporation, having custody of the book in which proceedings of meetings of stockholders are recorded. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE II

DIRECTORS

Section 2.01. Number, Election and Term of Office. The number of directors which shall constitute the full Board of Directors shall be determined by resolution of the board of directors or by the stockholders at the annual meeting, except that in the absence of any such determination, such number shall be one. A full Board of Directors shall be elected at each

annual meeting of the stockholders. Each director shall hold office for the term for which he is elected and thereafter until his successor is duly elected or until his death, resignation or removal. Directors need not be stockholders.

Section 2.02. Annual Meetings. Annual meetings of the Board of Directors shall be held each year at the same place as and immediately after the annual meeting of stockholders, or at such other place and time as shall theretofore have been determined by the Board. At its regular annual meeting, the Board of Directors shall organize itself and elect the officers of the Corporation for the ensuing year, and may transact any other business.

Section 2.03. Regular Meetings. Regular meetings of the Board of Directors may be held at such intervals and at such time and place as shall from time to time be determined by the Board. After there has been such determination and notice thereof has been once given to each person then a member of the Board of Directors, regular meetings may be held at such intervals and time and place without further notice being given.

Section 2.04. Special Meetings. Special meetings of the Board of Directors may be called at anytime by the Board, by the Chairman of the Board, by the President or by any two directors, to be held on such day and at such time and place as shall be specified by the person or persons calling the meeting.

Section 2.05. Notice of Annual and Special Meetings. Except as otherwise expressly required by law, notice of the annual meeting of the Board of Directors need not be given. Except as otherwise expressly required by law, notice of every special meeting of the Board of Directors specifying the place, date and time thereof shall be given to each director either by being mailed on at least the third day prior to the date of the meeting or by being sent by mail, electronically, courier, personally or telephone at least 24 hours prior to the time of the meeting. A written waiver of notice of a special meeting, signed by the person or persons entitled to such notice, whether before or after the date and time stated therein fixed for the meeting, shall be deemed the equivalent of such notice, and attendance of a director at a meeting shall constitute a waiver of notice of such meeting except when the director attends the meeting for the express purpose of objecting, when he enters the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.06. Quorum and Manner of Acting. At all meetings of the Board of Directors, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation, the presence of a majority of the full Board shall be necessary and sufficient to constitute a quorum for the transaction of business. If a quorum is not present at any meeting, the meeting may be adjourned from time to time by a majority of the directors present until a quorum as aforesaid shall be present, but notice of the time and place to which such a meeting is adjourned shall be given to any directors not present either by being sent by mail, electronically, courier, personally or telephone at least eight hours prior to the date of reconvening. Resolutions of the Board of Directors shall be adopted, and any action of the Board at a meeting upon any matter shall be taken and be valid, only with the affirmative vote of at least a majority of the directors present at the meeting, except as otherwise provided herein. The chairman of the Board (if one has been elected and is present) shall be the chairman, and the Secretary (if present) shall act as secretary, at all meetings of the Board. In the absence of the Chairman of the Board, the President shall be chairman, and in the absence of both of them the directors present shall select a member of the Board of Directors to be chairman; and in the absence of the Secretary, the chairman of the meeting shall designate any person to act as secretary of the meeting.

Section 2.07. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or on any committee thereof may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by all members of the Board or such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of committee.

Section 2.08. Participation by Conference Telephone. Members of the Board of Directors of the Corporation, or any committee designated by the Board, may participate in a meeting of the Board or committee by means of teleconference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

Section 2.09. Resignations. A director may resign by submitting his written resignation to the Chairman of the Board (if one has been elected) or to the Secretary. Unless

otherwise specified therein, the resignation of a director need not be accepted to make it effective and shall be effective immediately upon its receipt by such officer or as otherwise specified therein. If the resignation of a director specifies that it shall be effective at some time later than receipt, until that time the resigning director shall be competent to act on all matters before the board of Directors, including filling the vacancy caused by such resignation.

Section 2.10. Removal of Directors. The entire Board of Directors or any individual director may be removed at any time for cause or without cause by the holders of a majority of the shares then entitled to vote at an election of directors. The vacancy or vacancies caused in the Board of Directors by such removal may, but need not, be filled by such stockholders at the same meeting or at a special meeting of the stockholders called for that purpose.

Section 2.11. Vacancies. Any vacancy that shall occur in the Board of Directors by reason of death, resignation, removal, increase in the number of directors or any other cause whatever shall, unless filled as provided in Section 2.10 of this Article II, be filled by a majority of the then members of the Board, whether or not a quorum, and each person so elected shall be a director until he or his successor is elected by the stockholders at a meeting called for the purpose of electing directors, or until his death, resignation or removal.

Section 2.12. Compensation of Directors. The Corporation may allow compensation to its directors for their services, as determined from time to time by resolution adopted by the Board of Directors.

Section 2.13. Committees. The Board of Directors may, by resolution adopted by a majority of the full Board, designate one or more committees consisting of directors to have and exercise such authority of the Board in the management of the business and affairs of the Corporation as the resolution of the Board creating such committee may specify and as is otherwise permitted by law. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from

voting, whether or not he or they constitute a quorum, may unanimously appoint another director to act at the meeting in the place of such absent or disqualified member.

Section 2.14. Personal Liability of Directors.

(a) To the fullest extent that the laws of the State of Delaware, as the same exist or may hereafter be amended, permit elimination of the personal liability of directors, no director of this Corporation shall be personally liable to this Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

(b) The provisions of this Section 2.14 shall be deemed to be a contract with each director of this Corporation who serves as such at any time which this Section 2.14 is in effect, and each such director shall be deemed to be serving as such in reliance on the provisions of this Section 2.14. Any amendment or repeal of this Section 2.14 or adoption of any Bylaw of the Corporation or other provision of the Certification of Incorporation of this Corporation which has the effect of increasing director liability shall operate prospectively only and shall not affect any action taken, or any failure to act, by a director of this Corporation prior to such amendment, repeal, Bylaw or other provision becoming effective.

Section 2.15. Indemnification of and Advancement of Expenses to Directors, Officers and Others.

(a) Right to Indemnification. Except as prohibited by law, every director and officer of the Corporation shall be entitled as of right to be indemnified by the Corporation against all expenses and liability (as those terms are defined below in this Paragraph) incurred by such person in connection with any actual or threatened claim, action, suit or proceeding, whether civil, criminal, administrative, investigative or other, or whether brought by or against such person or by or in the right of the Corporation or otherwise, in which such person may be involved, as a party or otherwise, by reason of such person being or having been a director or officer of the Corporation or a subsidiary of the Corporation or by reason of the fact that such person is or was serving at the request of the Corporation as a director, officer, employee, fiduciary or other representative of another corporation, partnership, joint venture, trust, employee benefit plan or other entity (such claim, action, suit or proceeding hereinafter being

referred to as an "Action"); provided, however, that no such right to indemnification shall exist with respect to an Action brought by an indemnitee (as defined below) against the Corporation (an "Indemnitee Action") except as provided in the last sentence of this Paragraph. Persons who are not directors or officers of the Corporation may be similarly indemnified in respect of service to the Corporation or a subsidiary of the Corporation or to another such entity at the request of the Corporation to the extent the Board of Directors of the Corporation at any time designates any of such persons as entitled to the benefits of this Section. As used in this Section, "indemnitee" includes each director and officer of the Corporation and each other person designated by the Board of Directors of the Corporation as entitled to the benefits of this Section; "expenses" means all expenses actually and reasonably incurred, including fees and expenses of counsel selected by an indemnitee; and "liability" means all liability incurred, including the amounts of any judgments, excise taxes, fines or penalties and any amounts paid in settlement. An indemnitee shall be entitled to be indemnified pursuant to the Section against expenses incurred in connection with an Indemnitee Action if (i) the Indemnitee Action is instituted under Paragraph (c) of this Section and the indemnitee is successful in whole or in part in such Indemnitee Action, (ii) the indemnitee is successful in whole or in part in another Indemnitee Action for which expenses are claimed, or (iii) the indemnification for expenses is included in a settlement of, or is awarded by a court in, such other Indemnitee Action.

(b) Right to Advancement of Expenses. Every indemnitee shall be entitled as of right to have the expenses of the indemnitee in defending any Action or in bringing and pursuing any Indemnitee Action under Paragraph (c) of this Section paid in advance by the Corporation prior to final disposition of the action or Indemnitee Action, provided that the Corporation received a written undertaking by or on behalf of the indemnitee to repay the amount advanced if it should ultimately be determined that the indemnitee is not entitled to be indemnified' for the expenses.

(c) Right of Indemnitee to Bring Action. If a written claim for indemnification under Paragraph (a) of this Section or for advancement of expenses under Paragraph (b) of this Section is not paid in full by the Corporation within 30 days after the claim has been received by the Corporation, the indemnitee may at any time thereafter bring an Indemnitee Action to recover the unpaid amount of the claim and, if successful in whole or in part, the indemnitee

shall also be entitled to be paid the expense of bringing and pursuing such Indemnitee Action. The only defense to an Indemnitee Action to recover on a claim for indemnification under Paragraph (a) of this Section shall be that the conduct of the indemnitee was such that under Delaware law the corporation is prohibited from indemnifying the indemnitee for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel and stockholders) to have made a determination prior to the commencement of such Indemnitee Action that indemnification of the indemnitee is proper in the circumstances, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or stockholders) that the conduct of the indemnitee was such that indemnification is prohibited by Delaware law, shall be a defense to such Indemnitee Action or create a presumption that the conduct of the indemnitee was such that indemnification is prohibited by Delaware law.

(d) Funding and Insurance. The corporation may create a trust fund, grant a security interest, cause a letter of credit to be issued or use other means (whether or not similar to the foregoing) to ensure the payment of all sums required to be paid by the Corporation to effect indemnification as provided in this Section. The corporation may purchase and maintain insurance to protect itself and any indemnitee against any expenses or liability incurred by the indemnitee in connection with any Action, whether or not the Corporation would have the power to indemnify the indemnitee against the expenses or liability by law or under the provisions of the Section.

(e) Non-Exclusivity, Nature and Extent of Rights. The rights to indemnification and advancement of expenses provided for in this Section shall (i) not be deemed exclusive of any other rights, whether now existing or hereafter created, to which any indemnitee may be entitled under any agreement, provision in the Certificate of Incorporation or Bylaws of the Corporation, vote of stockholders or disinterested directors or otherwise, (ii) be deemed to create contractual rights in favor of each indemnitee who serves at any time while this Section is in effect (and each such indemnitee shall be deemed to be serving in reliance on the provision of this Section), (iii) continue as to each indemnitee who has ceased to have the status pursuant to which the indemnitee was entitled or was designated as entitled to indemnification under this Section and inure to the benefit of the heirs and legal representatives of each

indemnitee and (iv) be applicable to Actions commenced after this Section becomes effective, whether arising from acts or omissions occurring before or after this section becomes effective. Any amendment or repeal of this section or adoption of any other Bylaw of this Corporation or other provision of the Certificate of Incorporation of this Corporation which has the effect of limiting in any way the rights to indemnification or advancement of expenses provided for in this Section shall operate prospectively only and shall not affect any action taken, or any failure to act, by an indemnittee prior to such amendment, repeal, Bylaw or other provision becoming effective.

(f) Partial Indemnity. If an indemnitee is entitled under any provision of this Section to indemnification by the Corporation for some or a portion of other expenses or liability incurred by the indemnitee in the preparation, investigation, defense, appeal or settlement of any Action or Indemnitee Action but not, however, for the total amount thereof, the Corporation shall indemnify the indemnitee for the portion of such expenses or liability to which the indemnitee is entitled.

ARTICLE III

OFFICERS AND EMPLOYEES

Section 3.01. Executive Officers. The Executive Officers of the Corporation shall be the President, a Secretary and a Treasurer, and may include a Chairman of the Board and one or more Vice Presidents as the Board of Directors may from time to time determine, all of whom shall be elected by the Board of Directors. Any two or more offices may be held by the same person. Each Executive Officer shall hold office until the next succeeding annual meeting of the Board of Directors and thereafter until his successor is duly elected and qualified, or until his earlier death, resignation or removal.

Section 3.02. Additional Officers, Other Agents and Employees. The Board of Directors may from time to time appoint or hire such additional officers, assistant officers, agents, employees and independent contractors as the Board deems advisable; and the Board or the President shall prescribe their duties, condition of employment and compensation. Subject to the power of the Board of Directors, the President may employ from time to time such other agents, employees, and independent contractors as he may deem advisable for the prompt and

orderly transaction of the business of the Corporation, and he may prescribe their duties and the conditions of their employment, fix their compensation and dismiss them, without prejudice to the contract rights, if any.

Section 3.03. The Chairman. If there shall be a Chairman of the Board, he shall be elected from among the directors, shall preside at all meetings of the stockholders and of the Board, and shall have such other powers and duties as from time to time may be prescribed by the Board.

Section 3.04. The President. The President shall be the chief executive officer of the Corporation. Subject to the control of the Board of Directors, the President shall have general policy supervision of and general management and executive powers over all the property, business, operations and affairs of the Corporation, and shall see that the policies and programs adopted or approved by the Board are carried out. The President shall exercise such further powers and duties as from time to time may be prescribed in these Bylaws or by the Board of Directors.

Section 3.05. The Vice Presidents. The Vice Presidents may be given by resolution of the Board of Directors general executive powers, subject to the control of the President, concerning one or more or all segments of the operations of the Corporation. The Vice Presidents shall exercise such further powers and duties as from time to time may be prescribed in these Bylaws or by the Board of Directors or by the President. At the request of the President or in his absence or disability, the senior Vice President shall exercise all the powers and duties of the President.

Section 3.06. The Secretary and Assistant Secretaries. It shall be the duty of the Secretary (a) to keep or cause to be kept an original or duplicate record of the proceedings of the stockholders and the Board of Directors, and a copy of the Certificate of Incorporation and of the Bylaws; (b) to attend to the giving of notices of the Corporation as may be required by law or these Bylaws; (c) to be custodian of the corporate records and of the seal of the Corporation and see that the seal is affixed to such documents as may be necessary or advisable; (d) to have charge of the stock books of the Corporation, and a share register, giving the names of the stockholders in alphabetical order, and showing their respective addresses, the number and

classes of shares held by each, the number and date of certificates issued for the shares, and the date of cancellation of every certificate surrendered for cancellation; and (e) to exercise all powers and duties incident to the office of Secretary, and such other powers and duties as may be prescribed by the Board of Directors or by the President from time to time. The Secretary by virtue of his office shall be an Assistant Treasurer. The Assistant Secretaries shall assist the Secretary in the performance of his duties and shall also exercise such further powers and duties as from time to time may be assigned to them by the Board of Directors, the President or the Secretary. At the direction of the Secretary or in his absence or disability, an Assistant Secretary shall perform the duties of the Secretary.

Section 3.07. The Treasurer and Assistant Treasurers. The Treasurer shall have custody of all the funds and securities of the Corporation. He shall collect all moneys due the Corporation and deposit such moneys to the credit of the Corporation in such banks, trust companies, or other depositories as may have been duly designated by the Board of Directors. He shall endorse for collection on behalf of the Corporation, checks, notes, drafts and other documents, and may sign and deliver receipts, vouchers and releases of liens evidencing payments made to the Corporation. Subject to Section 5.01 of these Bylaws, he shall cause to be disbursed the funds of the Corporation by payment in cash or by checks or drafts upon the authorized depositories of the Corporation. He shall perform all acts incident to the office of Treasurer and such other duties as may be assigned to him by the Board of Directors. The Treasurer by virtue of his office shall be an Assistant Secretary. The Assistant Treasurers shall assist the Treasurer in the performance of his duties and shall also exercise such further powers and duties as from time to time may be assigned to them by the Board of Directors, the President or the Treasurer. At the direction of the Treasurer or in his absence or disability, as Assistant Treasurer shall perform the duties of the Treasurer.

Section 3.08. Vacancies. Vacancy in any office or position by reason of death, resignation, removal, disqualification, disability or other cause, shall be filled in the manner provided in this Article III for regular election or appointment to such office.

Section 3.09. Delegation of Duties. The Board of Directors may in its discretion delegate for the time being the powers and duties, or any of them, of any officer to any other person whom it may select.

ARTICLE IV

SHARES OF CAPITAL STOCK.

Section 4.01. Share Certificates. Every holder of stock in the Corporation shall be entitled to a certificate or certificates, to be in such form as the Board of Directors may from time to time prescribe, signed by the Chairman of the Board, the President or any Vice President and by the Treasurer or any Assistant Treasurer or the Secretary or any Assistant Secretary. The signatures of such officers may be facsimiles. Each such certificate shall set forth the name of the registered holder thereof, the number and class of shares and the designation of the series, if any, which the certificate represents. The Board of Directors may, if it so determines, direct that certificates for shares of stock of the Corporation be signed by a transfer agent or registered by a registrar or both, in which case such certificates shall not be valid until so signed or registered.

In case any officer of the Corporation who shall have signed, or whose facsimile signature shall have been used on, any certificate of shares of stock of the Corporation shall cease to be such officer, whether because of death, resignation, removal or otherwise, before such certificate shall have been delivered by the Corporation, such certificate shall nevertheless be deemed to have been adopted by the Corporation and may be issued and delivered as though the person who signed such certificate or whose facsimile signature shall have been used thereon had not ceased to be such officer.

Section 4.02. Transfer of Shares. Transfers of shares of stock of the Corporation shall be made only on the books of the Corporation by the registered holder thereof or by his attorney thereunto authorized by an instrument duly executed and filed with the Corporation, and on surrender of the certificate or certificates for such shares properly endorsed or accompanied by properly executed stock powers and evidence of the payment of all taxes imposed upon such transfer. Except as provided in Section 4.04 of this Article IV, every certificate surrendered for transfer shall be cancelled and no new certificate or certificates shall be issued in exchange for any existing certificate until such existing certificate shall have been so cancelled.

Section 4.03. Transfer Agents and Registrars. The Board of Directors may appoint any one or more qualified banks, trust companies or other corporations organized under any law of any state of the United States or under the laws of the United States as agent or agents for the Corporation in the transfer of the stock of the Corporation and likewise may appoint any one or more such qualified banks, trust companies or other corporation as registrar or registrars of the stock of the Corporation.

Section 4.04. Lost, Stolen, Destroyed or Mutilated Certificates. New certificates for shares of stock may be issued to replace certificates lost, stolen, destroyed or mutilated upon such terms and conditions, which may but need not include the giving of a satisfactory bond or other indemnity, as the Board of Directors may from time to time determine.

Section 4.05. Regulations Relating to Shares. The Board of Directors shall have power and authority to make such rules and regulations not inconsistent with these Bylaws or with law as it may deem expedient concerning the issue, transfer and registration of certificates representing shares of stock of the Corporation.

Section 4.06. Holders of Record. The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder and owner in fact thereof and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise expressly provided by the laws of the State of Delaware.

Section 4.07. Fixing the Record Date. The Board of Directors may fix a record date which does not precede the date on which the resolution fixing such record date is adopted: (a) in order to determine the stockholders entitled to notice of or to vote at any meeting of stockholders provided such record date is not less than ten or more than sixty days prior to the date of any such meeting; (b) in order to determine the stockholders entitled to consent to corporate action in writing without a meeting provided such record date is not more than ten days after the date on which the resolution fixing such record date is adopted;. and (c) in order to determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any

change, conversion or exchange of stock, or for the purpose of any other lawful action, provided such record date is not more than sixty days prior to such action.

In such case, only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to notice of, or to vote at, such meeting 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 any record date fixed as aforesaid.

ARTICLE V

LOANS, NOTES, CHECKS, CONTRACTS AND OTHER INSTRUMENTS

Section 5.01. Notes, Checks, etc. All notes, drafts, acceptances, checks, endorsements (other than for deposit) and all evidences of indebtedness of the Corporation whatsoever shall be signed by such officers or agents and shall be subject to such requirements as to countersignature or other conditions as the Board of Directors from time to time may designate. Facsimile signatures on checks may be used unless prohibited by the Board of Directors.

Section 5.02. Execution of Instruments Generally. Except as provided in Section 5.01 of this Article V, all contracts and other instruments requiring execution by the Corporation may be executed and delivered by the President, any Vice President or the Treasurer, and authority to sign any such contracts or instruments, which may be general or confined to specific instances, may be conferred by the Board of Directors upon any other person or persons. Any person having authority to sign on behalf of the corporation may delegate, from time to time, by instrument in writing, all or any part of such authority to any person or persons if authorized so to do by the Board of Directors.

Section 5.03. Proxies in Respect of Stock or Other Securities of Other Corporations. Unless otherwise provided by the Board of Directors, the President may from time to time appoint an attorney or attorneys or an agent or agents of the Corporation to exercise in the name and on behalf of the Corporation the powers and rights which the Corporation may have as the holder of stock or other securities in any other corporation to vote or consent in

respect of such stock or other securities, may instruct the person or persons so appointed as to the manner of exercising such powers and rights and may execute or cause to be executed in the name and on behalf of the Corporation and under its corporate seal or otherwise all such written proxies or other instruments as he may deem necessary or proper in order that the Corporation may exercise its said powers and rights.

ARTICLE VI

GENERAL PROVISIONS

Section 6.01. Offices. The registered office of the Corporation shall be the address determined by the Board of Directors from time to time. The Corporation may have other offices at such place or places as the Board of Directors may from time to time determine or the business of the corporation may require.

Section 6.02. Corporate Seal. The Board of Directors may prescribe the form. of a suitable corporate seal, which shall contain the full name of the Corporation and the year and state of incorporation. Such seal may be used by causing it or a facsimile or reproduction thereof to be affixed to or placed upon the document to be sealed.

Section 6.03. Fiscal Year. Unless otherwise determined by the Board of Directors, the fiscal year of the Corporation shall be the calendar year.

ARTICLE VII

VALIDATION OF CERTAIN CONTRACTS

Section 7.01. No contract or other transaction between the Corporation and another person shall be invalidated or otherwise adversely affected by the fact that any one or more stockholders, directors or officers of the Corporation (i) is pecuniarily or otherwise interested in, or is a stockholder, director, officer, or member of, such other person, or (ii) is a party to, or is in any other way pecuniarily or otherwise interested in, the contract or other transaction, or (iii) is in any way connected with any person pecuniarily or otherwise interested in such contract or other transaction, provided the fact of such interest shall be disclosed or known to the Board of Directors or the stockholders, as the case may be, and in any action of the stockholders or of the Board authorizing or approving any such contract or other transaction, any

and every stockholder or director may be counted in determining the existence of a quorum with like force and effect as though he was not so interested, or was not such a stockholder, director, member or officer, or was not such a party, or was not so connected. Such director, stockholder or officer shall not be liable to account to the Corporation for any profit realized by him from or through any such contract or transaction approved or authorized as aforesaid. As used herein, the term “person” includes a corporation, partnership, firm, association or other legal entity.

ARTICLE VIII

AMENDMENTS

Section 8.01. The Bylaws may be amended, altered and repealed, and new bylaws ‘may be adopted, by the stockholders of the Corporation, or by the Board of Directors when such power is conferred upon the Board of Directors by the Certificate of Incorporation, at any regular or special meeting. No provision of these Bylaws shall vest any property or contract right in any stockholder.

ARTICLES OF ORGANIZATION

OF

RCL II, L.L.C.

The undersigned person, acting as Organizer of a Limited Liability Company under the Tennessee Revised Limited Liability Company Act, Tennessee Code Annotated § 48-249-101 et seq. (the "Act"), adopts the following Articles of Organization for such company:

(1) The name of the limited liability company is RCL II, L.L.C. (the "Company").

(2) The street address, zip code and county of the registered office of the Company is 2908 Poston Avenue, Nashville, Davidson County, Tennessee 37203-1312.

(3) The name of the registered agent of the Company located at the registered office set forth above is Corporation Service Company.

(4) The street address, zip code and county of the principal executive office of the Company is 7471 Benbrook Pkwy, Benbrook, Texas 76126-2119.

(5) The Company shall be member managed.

(6) The Company has one member at the date of the filing of these Articles of Organization.

(7) The existence of the Company is to begin upon the filing of these Articles of Organization. The duration of the Company shall be perpetual.

(8) Any and all Operating Agreement(s) and/or amendments to any Operating Agreement adopted by the Company and/or its members must be in writing and must constitute a document specifically identifiable as an Operating Agreement or an amendment thereto. In no event may any oral Operating Agreement or any oral amendment to an Operating Agreement be binding on the Company or any of its members.

These Articles of Organization are executed by the undersigned organizer as of October 18, 2016.

/s/ Michael Crum

Michael Crum, Organizer

CERTIFICATE OF MERGER
OF
RCL, L.L.C.
INTO
RCL II, L.L.C.

To the Tennessee Secretary of State:

1. RCL, L.L.C. (the "Merging Entity") is a Tennessee limited liability company and a party to this merger. It was formed by filing Articles of Organization with the Tennessee Secretary of State on July 22, 1994.

2. RCL II, L.L.C. (the "Surviving Entity") is a Tennessee limited liability company and a party to this merger. It was formed by filing Articles of Organization with the Tennessee Secretary of State on October 18, 2016.

3. An Agreement and Plan of Merger has been approved and executed by the Merging Entity and the Surviving Entity.

4. The Surviving Entity, a Tennessee limited liability company, will be the surviving entity.

5. The principal executive office of the Surviving Entity is located at 7471 Benbrook Pkwy, Benbrook, Texas 76126-2119.

6. The Articles of Organization of the Surviving Entity shall be amended such that the new name of the Surviving Entity shall be RCL, L.L.C.

7. The Agreement and Plan of Merger is on file at the place of business of the Surviving Entity at 7471 Benbrook Pkwy, Benbrook, Texas 76126-2119.

8. A copy of the Agreement and Plan of Merger will be furnished by the Surviving Entity on request and without cost to any member of the Merging Entity or the Surviving Entity.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Merger to be duly executed on October 21, 2016.

RCL, L.L.C.,
a Tennessee limited liability company

By: /s/ *David M. Seitz*
Narne: David M. Seitz
Title: Vice President and Secretary

RCL II, L.L.C.,
a Tennessee limited liability company

By: */s/ David M. Seitz*
Name: David M. Seitz
Title: Vice President and Secretary

OPERATING AGREEMENT

OF

RCL, L.L.C.

THIS OPERATING AGREEMENT (this "Agreement") is made by the undersigned sole Member of the Company to be effective as of October 20, 2016.

W I T N E S S E T H:

WHEREAS, the Member desires to form a limited liability company under and pursuant to the Tennessee Revised Limited Liability Company Act to conduct certain business as a limited liability company, and to set forth certain rights and obligations pertaining to the internal affairs of the Company and the conduct of its business.

NOW, THEREFORE, the Member sets forth the following:

ARTICLE 1
General

1.1 Effective Date of Agreement. The effective date of this Agreement (the "Effective Date") shall be the date first set forth above.

1.2 Adoption of Articles. The Articles of Organization, which have been filed with the Secretary of State of the State of Tennessee as of the Effective Date under the name RCL II, L.L.C. (the "Articles"), and the Certificate of Merger filed with Secretary of State of Tennessee amending the name of the Company to RCL, L.L.C. (the "Certificate of Merger"), are hereby adopted by, and all actions taken in organizing the Company, including, but not limited to, the filing of such Articles and the Certificate of Merger, are in all respects ratified, confirmed, adopted, and approved.

1.3 Company's Name and Registered Office. The name of the limited liability company is RCL, L.L.C. (the "Company"). The Company's registered agent and registered office shall be as set forth in the Articles.

1.4 Member. The Company's sole member is RCLP Acquisition, L.L.C., a Texas limited liability company (the "Member").

1.5 Principal Business Address of Company. The Company's initial principal business address shall be 7471 Benbrook Pkwy, Benbrook, Texas 76126-2119. The Member may change the Company's principal place of business, from time to time, to any location permitted by law.

1.6 Limited Liability of Member. The Member shall not be personally obligated to any third party for any debt, obligation or liability of the Company solely by reason of being a member.

1.7 Additional Members. Whether additional members shall be admitted as members of the Company shall be in the sole discretion of the Member.

1.8 Relation of Agreement to Articles. If there is any conflict between the provisions of this Agreement and those of the Articles, the provisions of the Articles shall prevail.

ARTICLE 2
Capital Contributions

The Member shall have no duty to make capital contributions to the Company.

ARTICLE 3
Allocations and Distributions of Company Profits

Only the Member shall be entitled to allocations of Company profits and losses and to distributions of Company profits and other Company assets. No other person shall have any right to any such allocations or distributions. It shall be within the sole and exclusive discretion of the Member to decide whether to distribute cash and other assets to the Member.

ARTICLE 4
Company Management

4.1 Management of the Company. The Company shall be a "member-managed" limited liability company as such term is defined in the Act. The business and affairs of the Company shall be managed under the exclusive direction of the Member, who shall act as an agent of the Company and who shall have the power to bind the Company through the exercise of such powers. All decisions shall be made and actions taken by the decision of the Member.

4.2 Officers. The Company may have officers, as appointed in the sole discretion of the Member. The number of officers of the Company and the responsibilities of officers of the Company shall be fixed from time to time by the Member. Each officer shall serve at the pleasure of the Member until his or her successor is elected and qualified or until his or her earlier resignation or removal by the Member. The Member may remove any officer at any time, with or without cause, except as may otherwise be provided by contract. The initial officers of the Company shall be:

David M. Seitz	Vice President and Secretary
Patrick D. Dugan	Vice President, Finance

4.3 Execution of Documents. Any deed, deed of trust, bill of sale, lease agreement, security agreement, financing statement, contract of purchase or sale, partnership agreement, contribution agreement or joint venture agreement, or other contract or instrument purporting to bind the Company or to convey or encumber any of the assets of the Company in the ordinary course of its business may be signed by the Member or any officer of the Company and no other signature shall be required.

ARTICLE 5
Transfers and Pledges of Memberships Interests

5.1 Transfers of Membership Interests. The Member, in the Member's sole discretion, may transfer (whether by sale, gift or otherwise) all or any part of the Member's membership rights, including financial rights and/or governance rights, to any person at any time. The Member may make any such transfer under any terms and conditions which the Member deems appropriate.

5.2 Pledges. The Member shall have exclusive and absolute discretion to pledge all or any part of the Member's membership rights to any person at any time as collateral for any debt of the Member. The Member may make any such pledge under any terms and conditions which the Member deems appropriate.

ARTICLE 6
Accounting and Tax

6.1 Books and Records. The Company shall maintain on a current basis accurate books of account.

6.2 Tax Characterization. It is the intention of the Member that the Company be disregarded for federal tax purposes and that the activities of the Company be deemed to be activities of the Member for such purposes. All provisions of the Company's Articles and this Agreement are to be construed so as to preserve that tax status under those circumstances.

6.3 Annual Accounting Period of Company. The Company's annual accounting period for financial purposes shall be the calendar year.

ARTICLE 7
Dissolution

7.1 Definition of Dissolution, Winding Up and Liquidation. For purposes of this Agreement:

(a) Dissolution. The dissolution of the Company shall mean the cessation of its normal business activities and the beginning of the process of winding it up and liquidating it.

(b) Winding Up. The winding up of the Company shall mean the process of concluding its existing business activities and internal affairs and preparing for its liquidation.

(c) Liquidation. The liquidation of the Company shall mean the sale or other disposition of its assets and the distribution of its assets (or the distribution of the proceeds of the sale or other disposition of its assets) to its creditors and to the Member.

7.2 Dissolution of Company. The Member may determine whether and when to dissolve the Company.

7.3 Winding Up and Liquidation of Company; Distribution of Company Assets. Promptly after a determination is made to dissolve the Company and terminate its legal existence, the Company shall wind up its business and internal affairs, shall liquidate it, and shall distribute its assets to the Company's creditors and the Member in accordance with the Tennessee Revised Limited Liability Company Act.

ARTICLE 8
Term and Termination

The term of this Agreement shall begin on the Effective Date and shall end upon the earlier of:

(a) The date on which the Company ceases to exist under this Agreement or under other applicable law; or

(b) The date on which the Member determines to terminate the Agreement.

ARTICLE 9
Miscellaneous Provisions

9.1 Amendments. No amendment of this Agreement shall be valid unless it is set forth in a writing signed by the Member.

9.2 Governing Law. This Agreement shall be governed exclusively by the laws of the State of Tennessee.

9.3 Captions. Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing its provisions.

END OF OPERATING AGREEMENT

[*signature page to follow*]

IN WITNESS WHEREOF, this Operating Agreement of RCL, L.L.C. is executed by the sole Member of the Company as of the Effective Date specified herein.

MEMBER:

RCLP Acquisition, LLC

By: /s/ Patrick D. Dugan
Name: Patrick D. Dugan
Title: Vice President and Treasurer

Exhibit 3.26

RESTATED
ARTICLES OF INCORPORATION
OF
RICON CORP.

Andrew J. Loduha, Jr. and Jeffrey Levine certify that:

1. They are the president and secretary, respectively, of Ricon Corp., a California corporation.

2. The Articles of Incorporation of this corporation are amended and restated to read as follows:

I

The name of this corporation is Ricon Corp.

II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California, other than banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

This corporation in authorized to issue only one class of stock designated “Common Stock.” The number of shares of Common Stock which this corporation is authorized to issue is 1,000,000. Upon the filing of these Restated Articles of Incorporation, each outstanding share of Common Stock shall be split up and converted, into five shares of Common Stock.

IV

The personal liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law, as the same exists when this Article IV becomes effective and to such greater extent as California law thereafter permits.

V

The corporation is authorized to indemnify any agent (as hereinafter defined) to the maximum and broadest extent permitted by California law, as the same exists when this Article V becomes effective and to such greater extent as California law may

thereafter permit, if and to the extent such agent becomes entitled to indemnification by bylaw, agreement, vote of shareholders or disinterested directors or otherwise. This authorization includes, without limitation, the authority to indemnify any agent in excess of that otherwise expressly permitted by Section 317 of the California Corporations Code as to action in an official capacity and as to action in another capacity while holding such office for breach of duty to the corporation and its shareholders; provided, however, that the corporation is not authorized to indemnify any agent for any acts or omissions from which a director my not be relieved of liability, as set forth in the exceptions to paragraph (10) of Section 204(a) of the California Corporations Code, or as to circumstances in which indemnity is expressly prohibited by Section 317 of the California Corporation* Code. When used in this Article V, “agent” shall have the meaning assigned to this term in Section 317 of the California Corporations Code. Each reference in this Article V to a provision of the California Corporations Code shall mean that provision when this Article V becomes effective and as the same may be amended thereafter from time to time, but only to the extent that such amendment would broaden or increase the scope or magnitude of permissible indemnification.

3. The foregoing amendment and restatement of the Articles of Incorporation has been duly approved by the Board of Directors of this corporation.

4. The foregoing amendment and restatement of the Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902 of the California Corporations Code. The total number of outstanding shares of the corporation is 9,000. The number of shares voting in favor of the amendment and restatement of the Articles of Incorporation equaled or exceeded the vote required. The percentage vote required was more than 50%.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: November 23, 1993

/s/ Andrew J. Loduha, Jr.
Andrew J. Loduha, Jr.
President

/s/ Jeffrey Levine
Jeffrey Levine
Secretary

Exhibit 3.27

RICON CORP.
AMENDED & RESTATED BYLAWS
ADOPTED AS OF JANUARY 5, 2010

ARTICLE I
STOCKHOLDERS

Section 1.01. Annual Meetings. Annual meetings of the stockholders shall be held, either within or without the state of California, at such date, time and place as may be fixed by the Board of Directors and as set forth in the notice of the meeting.

Section 1.02. Special Meetings. Special meetings of the stockholders may be called at any time, for the purpose or purposes set forth in the call, by the President, the Board of Directors or the holders of at least one-fifth of all the shares of any class outstanding and entitled to vote thereat, by delivering a written request to the Secretary. At any time, upon the written request of any person or persons who have duly called a special meeting, it shall be the duty of the Secretary to fix the date of the meeting, to be held not more than 75 days after receipt of the request, and to give due notice thereof. Special meetings shall be held at such place, either within or without the State of California, and at such time and date as the Board of Directors shall determine and as set forth in the notice of the meeting.

Section 1.03. Notice of Annual and Special Meetings. Except as otherwise expressly required by law, notice of each meeting of stockholders, whether annual or special, shall be given, at least 10 and not more than 60 days prior to the date on which the meeting is to be held, to each stockholder of record entitled to vote thereat by delivery of a notice thereof to him personally or by sending a copy thereof through the mail, electronically or by courier, charges prepaid, to his address appearing on the records of the Corporation. Each such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, shall briefly state the purpose or purposes for which the meeting is called. A written waiver of notice, signed by the person or persons entitled to such notice, whether before or after the date and time fixed for the meeting shall be deemed the equivalent of such notice. Neither the business to be transacted at, nor the purpose of, the meeting need be specified in a waiver of notice of such meeting.

Section 1.04. Quorum. A stockholders' meeting duly called shall not be organized for the transaction of business unless a quorum is present. At any meeting, the presence in person or by proxy of stockholders entitled to cast at least a majority of the votes which all stockholders are entitled to cast on the particular matter shall constitute a quorum for the purpose of considering such matter, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation. The stockholders present at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum. If a meeting cannot be organized because a quorum has not attended, those present may adjourn the meeting from time to time to such time (not more than 30 days after the next previous adjourned meeting) and place as they may determine, without notice other than by announcement at the meeting of the time and place of the adjourned meeting; and in the case of any meeting called for the election of directors, those who attend the second of such adjourned meetings, although entitled to cast less than a majority of the votes entitled to be cast on any matter to be considered at the meeting, shall nevertheless constitute a quorum for the purpose of electing directors.

Section 1.05. Voting. At every meeting of stockholders, each holder of record of issued and outstanding stock of the Corporation entitled to vote at such meeting shall be entitled to vote in person or by proxy and, except where a date has been fixed as the record date for the determination of stockholders entitled to notice of or to vote at such meeting, no holder of record of a share of stock which has been transferred on the books of the Corporation within 10 days next preceding the date of such meeting shall be entitled to notice of or to vote at such meeting in respect of such share so transferred. Resolution of the stockholders shall be adopted, and any action of the stockholders at a meeting upon any matter shall be taken and be valid, only if at least a majority of the votes cast with respect to such resolutions or matter are cast in favor thereof, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation. The Chairman of the Board (if one has been elected and is present) shall be chairman, and the Secretary (if present) shall act as secretary, at all meetings of the stockholders. In the absence of the Chairman of the Board, the President shall be chairman; and in the absence of both of them, the chairman shall be designated by the Board of Directors or if not so designated shall be elected by the stockholders present; and in the absence of the Secretary, an Assistant Secretary shall act as secretary of the meeting.

Section 1.06. Procedure at Stockholders' Meetings. The organization of each meeting of the stockholders, the order of business thereat and all matters relating to the manner of conducting the meetings shall be determined by the chairman of the meeting, whose decisions may be overruled only by a majority vote (which shall not be by ballot) of the stockholders present and entitled to vote at the meeting in person or by proxy. Meetings shall be conducted in a manner designed to accomplish the business of the meeting in a prompt and orderly fashion and to be fair and equitable to all stockholders, but it shall not be necessary to follow Roberts' Rules of Order or any other manual of parliamentary procedure.

Section 1.07. Action Without a Meeting. Unless otherwise provided by the Certificate of Incorporation, any action required to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, and such written consent is delivered to the Corporation by delivery to its registered office in California, its principal place of business or an officer or agent of the Corporation, having custody of the book in which proceedings of meetings of stockholders are recorded. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE II
DIRECTORS

Section 2.01. Number, Election and Term of Office. The number of directors which shall constitute the full Board of Directors shall be determined by resolution of the board of directors or by the stockholders at the annual meeting, except that in the absence of any such determination, such number shall be one. A full Board of Directors shall be elected at each annual meeting of the stockholders. Each director shall hold office for the term for which he is elected and thereafter until his successor is duly elected or until his death, resignation or removal. Directors need not be stockholders.

Section 2.02. Annual Meetings. Annual meetings of the Board of Directors shall be held each year at the same place as and immediately after the annual meeting of stockholders, or at such other place and time as shall theretofore have been determined by the Board. At its regular annual meeting, the Board of Directors shall organize itself and elect the officers of the Corporation for the ensuing year, and may transact any other business.

Section 2.03. Regular Meetings. Regular meetings of the Board of Directors may be held at such intervals and at such time and place as shall from time to time be determined by the Board. After there has been such determination and notice thereof has been once given to each person then a member of the Board of Directors, regular meetings may be held at such intervals and time and place without further notice being given.

Section 2.04. Special Meetings. Special meetings of the Board of Directors may be called at anytime by the Board, by the Chairman of the Board, by the President or by any two directors, to be held on such day and at such time and place as shall be specified by the person or persons calling the meeting.

Section 2.05. Notice of Annual and Special Meetings. Except as otherwise expressly required by law, notice of the annual meeting of the Board of Directors need not be given. Except as otherwise expressly required by law, notice of every special meeting of the Board of Directors specifying the place, date and time thereof shall be given to each director either by being mailed on at least the third day prior to the date of the meeting or by being sent by mail, electronically, courier, personally or telephone at least 24 hours prior to the time of the meeting. A written waiver of notice of a special meeting, signed by the person or persons entitled to such notice, whether before or after the date and time stated therein fixed for the meeting, shall be deemed the equivalent of such notice, and attendance of a director at a meeting shall constitute a waiver of notice of such meeting except when the director attends the meeting for the express purpose of objecting, when he enters the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.06. Quorum and Manner of Acting. At all meetings of the Board of Directors, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation, the presence of a majority of the full Board shall be necessary and

sufficient to constitute a quorum for the transaction of business. If a quorum is not present at any meeting, the meeting may be adjourned from time to time by a majority of the directors present until a quorum as aforesaid shall be present, but notice of the time and place to which such a meeting is adjourned shall be given to any directors not present either by being sent by mail, electronically, courier, personally or telephone at least eight hours prior to the date of reconvening. Resolutions of the Board of Directors shall be adopted, and any action of the Board at a meeting upon any matter shall be taken and be valid, only with the affirmative vote of at least a majority of the directors present at the meeting, except as otherwise provided herein. The chairman of the Board (if one has been elected and is present) shall be the chairman, and the Secretary (if present) shall act as secretary, at all meetings of the Board. In the absence of the Chairman of the Board, the President shall be chairman, and in the absence of both of them the directors present shall select a member of the Board of Directors to be chairman; and in the absence of the Secretary, the chairman of the meeting shall designate any person to act as secretary of the meeting.

Section 2.07. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or on any committee thereof may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by all members of the Board or such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of committee.

Section 2.08. Participation by Conference Telephone. Members of the Board of Directors of the Corporation, or any committee designated by the Board, may participate in a meeting of the Board or committee by means of teleconference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

Section 2.09. Resignations. A director may resign by submitting his written resignation to the Chairman of the Board (if one has been elected) or to the Secretary. Unless otherwise specified therein, the resignation of a director need not be accepted to make it effective and shall be effective immediately upon its receipt by such officer or as otherwise specified therein. If the resignation of a director specifies that it shall be effective at some time later than

receipt, until that time the resigning director shall be competent to act on all matters before the board of Directors, including filling the vacancy caused by such resignation.

Section 2.10. Removal of Directors. The entire Board of Directors or any individual director may be removed at any time for cause or without cause by the holders of a majority of the shares then entitled to vote at an election of directors. The vacancy or vacancies caused in the Board of Directors by such removal may, but need not, be filled by such stockholders at the same meeting or at a special meeting of the stockholders called for that purpose.

Section 2.11. Vacancies. Any vacancy that shall occur in the Board of Directors by reason of death, resignation, removal, increase in the number of directors or any other cause whatever shall, unless filled as provided in Section 2.10 of this Article II, be filled by a majority of the then members of the Board, whether or not a quorum, and each person so elected shall be a director until he or his successor is elected by the stockholders at a meeting called for the purpose of electing directors, or until his death, resignation or removal.

Section 2.12. Compensation of Directors. The Corporation may allow compensation to its directors for their services, as determined from time to time by resolution adopted by the Board of Directors.

Section 2.13. Committees. The Board of Directors may, by resolution adopted by a majority of the full Board, designate one or more committees consisting of directors to have and exercise such authority of the Board in the management of the business and affairs of the Corporation as the resolution of the Board creating such committee may specify and as is otherwise permitted by law. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another director to act at the meeting in the place of such absent or disqualified member.

Section 2.14. Personal Liability of Directors.

(a) To the fullest extent that the laws of the State of California, as the same exist or may hereafter be amended, permit elimination of the personal liability of directors, no director of this Corporation shall be personally liable to this Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

(b) The provisions of this Section 2.14 shall be deemed to be a contract with each director of this Corporation who serves as such at any time which this Section 2.14 is in effect, and each such director shall be deemed to be serving as such in reliance on the provisions of this Section 2.14. Any amendment or repeal of this Section 2.14 or adoption of any Bylaw of the Corporation or other provision of the Certification of Incorporation of this Corporation which has the effect of increasing director liability shall operate prospectively only and shall not affect any action taken, or any failure to act, by a director of this Corporation prior to such amendment, repeal, Bylaw or other provision becoming effective.

Section 2.15. Indemnification of and Advancement of Expenses to Directors, Officers and Others.

(a) Right to Indemnification. Except as prohibited by law, every director and officer of the Corporation shall be entitled as of right to be indemnified by the Corporation against all expenses and liability (as those terms are defined below in this Paragraph) incurred by such person in connection with any actual or threatened claim, action, suit or proceeding, whether civil, criminal, administrative, investigative or other, or whether brought by or against such person or by or in the right of the Corporation or otherwise, in which such person may be involved, as a party or otherwise, by reason of such person being or having been a director or officer of the Corporation or a subsidiary of the Corporation or by reason of the fact that such person is or was serving at the request of the Corporation as a director, officer, employee, fiduciary or other representative of another corporation, partnership, joint venture, trust, employee benefit plan or other entity (such claim, action, suit or proceeding hereinafter being referred to as an “Action”); provided, however, that no such right to indemnification shall exist with respect to an Action brought by an indemnitee (as defined below) against the Corporation (an “Indemnitee Action”) except as provided in the last sentence of this Paragraph. Persons who

are not directors or officers of the Corporation may be similarly indemnified in respect of service to the Corporation or a subsidiary of the Corporation or to another such entity at the request of the Corporation to the extent the Board of Directors of the Corporation at any time designates any of such persons as entitled to the benefits of this Section. As used in this Section, “indemnitee” includes each director and officer of the Corporation and each other person designated by the Board of Directors of the Corporation as entitled to the benefits of this Section; “expenses” means all expenses actually and reasonably incurred, including fees and expenses of counsel selected by an indemnitee; and “liability” means all liability incurred, including the amounts of any judgments, excise taxes, fines or penalties and any amounts paid in settlement. An indemnitee shall be entitled to be indemnified pursuant to the Section against expenses incurred in connection with an Indemnitee Action if (i) the Indemnitee Action is instituted under Paragraph (c) of this Section and the indemnitee is successful in whole or in part in such Indemnitee Action, (ii) the indemnitee is successful in whole or in part in another Indemnitee Action for which expenses are claimed, or (iii) the indemnification for expenses is included in a settlement of, or is awarded by a court in, such other Indemnitee Action.

(b) Right to Advancement of Expenses. Every indemnitee shall be entitled as of right to have the expenses of the indemnitee in defending any Action or in bringing and pursuing any Indemnitee Action under Paragraph (c) of this Section paid in advance by the Corporation prior to final disposition of the action or Indemnitee Action, provided that the Corporation received a written undertaking by or on behalf of the indemnitee to repay the amount advanced if it should ultimately be determined that the indemnitee is not entitled to be indemnified’ for the expenses.

(c) Right of Indemnitee to Bring Action. If a written claim for indemnification under Paragraph (a) of this Section or for advancement of expenses under Paragraph (b) of this Section is not paid in full by the Corporation within 30 days after the claim has been received by the Corporation, the indemnitee may at any time thereafter bring an Indemnitee Action to recover the unpaid amount of the claim and, if successful in whole or in part, the indemnitee shall also be entitled to be paid the expense of bringing and pursuing such Indemnitee Action. The only defense to an Indemnitee Action to recover on a claim for indemnification under Paragraph (a) of this Section shall be that the conduct of the indemnitee was such that under

California law the corporation is prohibited from indemnifying the indemnitee for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel and stockholders) to have made a determination prior to the commencement of such Indemnitee Action that indemnification of the indemnitee is proper in the circumstances, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or stockholders) that the conduct of the indemnitee was such that indemnification is prohibited by California law, shall be a defense to such Indemnitee Action or create a presumption that the conduct of the indemnitee was such that indemnification is prohibited by California law.

(d) Funding and Insurance. The corporation may create a trust fund, grant a security interest, cause a letter of credit to be issued or use other means (whether or not similar to the foregoing) to ensure the payment of all sums required to be paid by the Corporation to effect indemnification as provided in this Section. The corporation may purchase and maintain insurance to protect itself and any indemnitee against any expenses or liability incurred by the indemnitee in connection with any Action, whether or not the Corporation would have the power to indemnify the indemnitee against the expenses or liability by law or under the provisions of the Section.

(e) Non-Exclusivity, Nature and Extent of Rights. The rights to indemnification and advancement of expenses provided for in this Section shall (i) not be deemed exclusive of any other rights, whether now existing or hereafter created, to which any indemnitee may be entitled under any agreement, provision in the Certificate of Incorporation or Bylaws of the Corporation, vote of stockholders or disinterested directors or otherwise, (ii) be deemed to create contractual rights in favor of each indemnitee who serves at any time while this Section is in effect (and each such indemnitee shall be deemed to be serving in reliance on the provision of this Section), (iii) continue as to each indemnitee who has ceased to have the status pursuant to which the indemnitee was entitled or was designated as entitled to indemnification under this Section and inure to the benefit of the heirs and legal representatives of each indemnitee and (iv) be applicable to Actions commenced after this Section becomes effective, whether arising from acts or omissions occurring before or after this section becomes effective. Any amendment or repeal of this section or adoption of any other Bylaw of this Corporation or

other provision of the Certificate of Incorporation of this Corporation which has the effect of limiting in any way the rights to indemnification or advancement of expenses provided for in this Section shall operate prospectively only and shall not affect any action taken, or any failure to act, by an indemnittee prior to such amendment, repeal, Bylaw or other provision becoming effective.

(f) Partial Indemnity. If an indemnitee is entitled under any provision of this Section to indemnification by the Corporation for some or a portion of other expenses or liability incurred by the indemnitee in the preparation, investigation, defense, appeal or settlement of any Action or Indemnitee Action but not, however, for the total amount thereof, the Corporation shall indemnify the indemnitee for the portion of such expenses or liability to which the indemnitee is entitled.

ARTICLE III
OFFICERS AND EMPLOYEES

Section 3.01. Executive Officers. The Executive Officers of the Corporation shall be the President, a Secretary and a Treasurer, and may include a Chairman of the Board and one or more Vice Presidents as the Board of Directors may from time to time determine, all of whom shall be elected by the Board of Directors. Any two or more offices may be held by the same person. Each Executive Officer shall hold office until the next succeeding annual meeting of the Board of Directors and thereafter until his successor is duly elected and qualified, or until his earlier death, resignation or removal.

Section 3.02. Additional Officers, Other Agents and Employees. The Board of Directors may from time to time appoint or hire such additional officers, assistant officers, agents, employees and independent contractors as the Board deems advisable; and the Board or the President shall prescribe their duties, condition of employment and compensation. Subject to the power of the Board of Directors, the President may employ from time to time such other agents, employees, and independent contractors as he may deem advisable for the prompt and orderly transaction of the business of the Corporation, and he may prescribe their duties and the conditions of their employment, fix their compensation and dismiss them, without prejudice to the contract rights, if any.

Section 3.03. The Chairman. If there shall be a Chairman of the Board, he shall be elected from among the directors, shall preside at all meetings of the stockholders and of the Board, and shall have such other powers and duties as from time to time may be prescribed by the Board.

Section 3.04. The President. The President shall be the chief executive officer of the Corporation. Subject to the control of the Board of Directors, the President shall have general policy supervision of and general management and executive powers over all the property, business, operations and affairs of the Corporation, and shall see that the policies and programs adopted or approved by the Board are carried out. The President shall exercise such further powers and duties as from time to time may be prescribed in these Bylaws or by the Board of Directors.

Section 3.05. The Vice Presidents. The Vice Presidents may be given by resolution of the Board of Directors general executive powers, subject to the control of the President, concerning one or more or all segments of the operations of the Corporation. The Vice Presidents shall exercise such further powers and duties as from time to time may be prescribed in these Bylaws or by the Board of Directors or by the President. At the request of the President or in his absence or disability, the senior Vice President shall exercise all the powers and duties of the President.

Section 3.06. The Secretary and Assistant Secretaries. It shall be the duty of the Secretary (a) to keep or cause to be kept an original or duplicate record of the proceedings of the stockholders and the Board of Directors, and a copy of the Certificate of Incorporation and of the Bylaws; (b) to attend to the giving of notices of the Corporation as may be required by law or these Bylaws; (c) to be custodian of the corporate records and of the seal of the Corporation and see that the seal is affixed to such documents as may be necessary or advisable; (d) to have charge of the stock books of the Corporation, and a share register, giving the names of the stockholders in alphabetical order, and showing their respective addresses, the number and classes of shares held by each, the number and date of certificates issued for the shares, and the date of cancellation of every certificate surrendered for cancellation; and (e) to exercise all powers and duties incident to the office of Secretary, and such other powers and duties as may be

prescribed by the Board of Directors or by the President from time to time. The Secretary by virtue of his office shall be an Assistant Treasurer. The Assistant Secretaries shall assist the Secretary in the performance of his duties and shall also exercise such further powers and duties as from time to time may be assigned to them by the Board of Directors, the President or the Secretary. At the direction of the Secretary or in his absence or disability, an Assistant Secretary shall perform the duties of the Secretary.

Section 3.07. The Treasurer and Assistant Treasurers. The Treasurer shall have custody of all the funds and securities of the Corporation. He shall collect all moneys due the Corporation and deposit such moneys to the credit of the Corporation in such banks, trust companies, or other depositories as may have been duly designated by the Board of Directors. He shall endorse for collection on behalf of the Corporation, checks, notes, drafts and other documents, and may sign and deliver receipts, vouchers and releases of liens evidencing payments made to the Corporation. Subject to Section 5.01 of these Bylaws, he shall cause to be disbursed the funds of the Corporation by payment in cash or by checks or drafts upon the authorized depositories of the Corporation. He shall perform all acts incident to the office of Treasurer and such other duties as may be assigned to him by the Board of Directors. The Treasurer by virtue of his office shall be an Assistant Secretary. The Assistant Treasurers shall assist the Treasurer in the performance of his duties and shall also exercise such further powers and duties as from time to time may be assigned to them by the Board of Directors, the President or the Treasurer. At the direction of the Treasurer or in his absence or disability, as Assistant Treasurer shall perform the duties of the Treasurer.

Section 3.08. Vacancies. Vacancy in any office or position by reason of death, resignation, removal, disqualification, disability or other cause, shall be filled in the manner provided in this Article III for regular election or appointment to such office.

Section 3.09. Delegation of Duties. The Board of Directors may in its discretion delegate for the time being the powers and duties, or any of them, of any officer to any other person whom it may select.

ARTICLE IV
SHARES OF CAPITAL STOCK.

Section 4.01. Share Certificates. Every holder of stock in the Corporation shall be entitled to a certificate or certificates, to be in such form as the Board of Directors may from time to time prescribe, signed by the Chairman of the Board, the President or any Vice President and by the Treasurer or any Assistant Treasurer or the Secretary or any Assistant Secretary. The signatures of such officers may be facsimiles. Each such certificate shall set forth the name of the registered holder thereof, the number and class of shares and the designation of the series, if any, which the certificate represents. The Board of Directors may, if it so determines, direct that certificates for shares of stock of the Corporation be signed by a transfer agent or registered by a registrar or both, in which case such certificates shall not be valid until so signed or registered.

In case any officer of the Corporation who shall have signed, or whose facsimile signature shall have been used on, any certificate of shares of stock of the Corporation shall cease to be such officer, whether because of death, resignation, removal or otherwise, before such certificate shall have been delivered by the Corporation, such certificate shall nevertheless be deemed to have been adopted by the Corporation and may be issued and delivered as though the person who signed such certificate or whose facsimile signature shall have been used thereon had not ceased to be such officer.

Section 4.02. Transfer of Shares. Transfers of shares of stock of the Corporation shall be made only on the books of the Corporation by the registered holder thereof or by his attorney thereunto authorized by an instrument duly executed and filed with the Corporation, and on surrender of the certificate or certificates for such shares properly endorsed or accompanied by properly executed stock powers and evidence of the payment of all taxes imposed upon such transfer. Except as provided in Section 4.04 of this Article IV, every certificate surrendered for transfer shall be cancelled and no new certificate or certificates shall be issued in exchange for any existing certificate until such existing certificate shall have been so cancelled.

Section 4.03. Transfer Agents and Registrars. The Board of Directors may appoint any one or more qualified banks, trust companies or other corporations organized under any law of any state of the United States or under the laws of the United States as agent or agents

for the Corporation in the transfer of the stock of the Corporation and likewise may appoint any one or more such qualified banks, trust companies or other corporation as registrar or registrars of the stock of the Corporation.

Section 4.04. Lost, Stolen, Destroyed or Mutilated Certificates. New certificates for shares of stock may be issued to replace certificates lost, stolen, destroyed or mutilated upon such terms and conditions, which may but need not include the giving of a satisfactory bond or other indemnity, as the Board of Directors may from time to time determine.

Section 4.05. Regulations Relating to Shares. The Board of Directors shall have power and authority to make such rules and regulations not inconsistent with these Bylaws or with law as it may deem expedient concerning the issue, transfer and registration of certificates representing shares of stock of the Corporation.

Section 4.06. Holders of Record. The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder and owner in fact thereof and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise expressly provided by the laws of the State of California.

Section 4.07. Fixing the Record Date. The Board of Directors may fix a record date which does not precede the date on which the resolution fixing such record date is adopted: (a) in order to determine the stockholders entitled to notice of or to vote at any meeting of stockholders provided such record date is not less than ten or more than sixty days prior to the date of any such meeting; (b) in order to determine the stockholders entitled to consent to corporate action in writing without a meeting provided such record date is not more than ten days after the date on which the resolution fixing such record date is adopted;. and (c) in order to determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, provided such record date is not more than sixty days prior to such action.

In such case, only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to notice of, or to vote at, such meeting 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 any record date fixed as aforesaid.

ARTICLE V
LOANS, NOTES, CHECKS, CONTRACTS AND OTHER INSTRUMENTS

Section 5.01. Notes, Checks, etc. All notes, drafts, acceptances, checks, endorsements (other than for deposit) and all evidences of indebtedness of the Corporation whatsoever shall be signed by such officers or agents and shall be subject to such requirements as to countersignature or other conditions as the Board of Directors from time to time may designate. Facsimile signatures on checks may be used unless prohibited by the Board of Directors.

Section 5.02. Execution of Instruments Generally. Except as provided in Section 5.01 of this Article V, all contracts and other instruments requiring execution by the Corporation may be executed and delivered by the President, any Vice President or the Treasurer, and authority to sign any such contracts or instruments, which may be general or confined to specific instances, may be conferred by the Board of Directors upon any other person or persons. Any person having authority to sign on behalf of the corporation may delegate, from time to time, by instrument in writing, all or any part of such authority to any person or persons if authorized so to do by the Board of Directors.

Section 5.03. Proxies in Respect of Stock or Other Securities of Other Corporations. Unless otherwise provided by the Board of Directors, the President may from time to time appoint an attorney or attorneys or an agent or agents of the Corporation to exercise in the name and on behalf of the Corporation the powers and rights which the Corporation may have as the holder of stock or other securities in any other corporation to vote or consent in respect of such stock or other securities, may instruct the person or persons so appointed as to the manner of exercising such powers and rights and may execute or cause to be executed in the name and on behalf of the Corporation and under its corporate seal or otherwise all such written

proxies or other instruments as he may deem necessary or proper in order that the Corporation may exercise its said powers and rights.

ARTICLE VI
GENERAL PROVISIONS

Section 6.01. Offices. The registered office of the Corporation shall be the address determined by the Board of Directors from time to time. The Corporation may have other offices, within or without the State of California, at such place or places as the Board of Directors may from time to time determine or the business of the corporation may require.

Section 6.02. Corporate Seal. The Board of Directors may prescribe the form. of a suitable corporate seal, which shall contain the full name of the Corporation and the year and state of incorporation. Such seal may be used by causing it or a facsimile or reproduction thereof to be affixed to or placed upon the document to be sealed.

Section 6.03. Fiscal Year. Unless otherwise determined by the Board of Directors, the fiscal year of the Corporation shall be the calendar year.

ARTICLE VII
VALIDATION OF CERTAIN CONTRACTS

Section 7.01. No contract or other transaction between the Corporation and another person shall be invalidated or otherwise adversely affected by the fact that any one or more stockholders, directors or officers of the Corporation (i) is pecuniarily or otherwise interested in, or is a stockholder, director, officer, or member of, such other person, or (ii) is a party to, or is in any other way pecuniarily or otherwise interested in, the contract or other transaction, or (iii) is in any way connected with any person pecuniarily or otherwise interested in such contract or other transaction, provided the fact of such interest shall be disclosed or known to the Board of Directors or the stockholders, as the case may be, and in any action of the stockholders or of the Board authorizing or approving any such contract or other transaction, any and every stockholder or director may be counted in determining the existence of a quorum with like force and effect as though he was not so interested, or was not such a stockholder, director, member or officer, or was not such a party, or was not so connected. Such director, stockholder

or officer shall not be liable to account to the Corporation for any profit realized by him from or through any such contract or transaction approved or authorized as aforesaid. As used herein, the term “person” includes a corporation, partnership, firm, association or other legal entity.

ARTICLE VIII
AMENDMENTS

Section 8.01. The Bylaws may be amended, altered and repealed, and new bylaws ‘may be adopted, by the stockholders of the Corporation, or by the Board of Directors when such power is conferred upon the Board of Directors by the Certificate of Incorporation, at any regular or special meeting. No provision of these Bylaws shall vest any property or contract right in any stockholder.

Exhibit 3.28

ARTICLES OF INCORPORATION

OF

Schaefer Equipment, Inc.

* * * * *

THE UNDERSIGNED, desiring to form a corporation for profit, under Sections 1701.01 et seq. of the Revised Code of Ohio, do hereby certify:

FIRST. The name of said corporation shall be Schaefer Equipment, Inc.

SECOND. The place in the State of Ohio where its principal office is to be located is Cleveland, in Cuyahoga County.

THIRD. The purposes for which it is formed are:

Manufacturing, buying, selling and otherwise dealing in railroad equipment and other industrial supplies.

To engage in any lawful act or activity for which corporations may be formed under Section 1701.01 to 1701.98 inclusive of the Revised Code of Ohio.

FOURTH. The authorized number of shares of the corporation is: One Thousand (1,000) Common, all of which shall be without par value.

FIFTH. The amount of stated capital with which the corporation will begin business is: One Thousand Dollars ($1,000.00).

SIXTH. The following provisions are hereby agreed to for the purpose of defining, limiting and regulating the exercise of the authority of the corporation, or of the directors, or of all of the shareholders;

The board of directors is expressly authorized to set apart out of any of the funds of the corporation available for dividends a reserve or reserves for any proper purpose or to

abolish any such reserve in the manner in which it was created, and to purchase on behalf of the corporation any shares issued by it to the extent of the surplus of the aggregate of its assets over the aggregate of its liabilities plus stated capital.

The corporation may in its regulations confer powers upon its board of directors in addition to the powers and authorities conferred upon it expressly by Sections 1701.01 et seq. of the Revised Code of Ohio.

Any meeting of the shareholders or the board of directors may be held at any place within or without the State of Ohio in the manner provided for in the regulations of the corporation.

Any amendments to the articles of incorporation may be made from time to time, and any proposal or proposition requiring the action of shareholders may be authorized from time to time by the affirmative vote of the holders of shares entitling them to exercise a majority of the voting power of the corporation.

SEVENTH. The corporation reserves the right to amend, alter, change or repeal any provision contained in its articles of incorporation, in the manner now or hereafter prescribed by Sections 1701.01 et seq. of the Revised Code of Ohio, and all rights conferred upon shareholders herein are granted subject to this reservation.

EIGHTH. Shareholders shall have no preemptive rights.

IN WITNESS WHEREOF, we have hereunto subscribed our names this 19th day of December, l977.

/s/ Elizabeth F. Gaffney
Elizabeth F. Gaffney

/s/ Robert K. Canty
Robert K. Canty

/s/ Marie C. Goffredo
Marie C. Goffredo

Original Appointment of Agent

The undersigned, being at least a majority of the incorporators of

Schaefer Equipment, Inc.
(Name of Corporation)

hereby appoint C T CORPORATION SYSTEM, a corporation having a business address in the

county in which Schaefer Equipment, Inc.
(Name of Corporation)

has its principal office, upon which any process, notice or demand required or permitted by statute to be served upon the corporation may be served. Its complete address is Union Commerce

Bldg. (Street or Avenue), Cleveland (City or Village), Cuyahoga County, Ohio 44115.

Schaefer Equipment, Inc.
(Name of Corporation)

/s/ Elizabeth F. Gaffney
Elizabeth F. Gaffney

/s/ Robert K. Canty
Robert K. Canty

/s/ Marie C. Goffredo
Marie C. Goffredo

INCORPORATORS NAMES SHOULD BE TYPED OR PRINTED BENEATH SIGNATURES)

Boston, Massachusetts, Ohio

December 19, 1977

Schaefer Equipment, Inc.
(Name of Corporation)

Gentlemen: C T CORPORATION SYSTEM, hereby accepts appointment as agent of your corporation upon which process, tax notices or demands may be served.

C T CORPORATION SYSTEM

By *[/s/ Elizabeth F. Gaffney]*
Elizabeth F. Gaffney
(Signature of Officer Signing and Title)
Elizabeth F. Gaffney
Special Assistant Secretary

(OHIO—1932—11/4/68)

AGREEMENT OF MERGER

THIS AGREEMENT OP MERGER made and entered into this 29th day of September, 1978, by and between SCHAEFER EQUIPMENT, INC., a corporation organized and existing under the laws of the State of Ohio, and the Directors thereof, parties of the fist part, and SCHAEFER MANUFACTURING, INC., a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, and the Directors thereof, parties of the second part:

WHEREAS, SCHAEFER MANUFACTURING, INC. is a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania with an authorized capital stock of 54,500 shares of which 39,700 shares are Class A Preferred Stock with a par value of $10 each, 4,800 are Class B Preferred Stock with a par value of $10 each, and 10,000 are Common Stock with a par value of $10 each, and, of these shares, 39,700 shares of the Class A Preferred Stock and 1,527 shares of the Common Stock are issued and outstanding and fully paid and non-assessable. The capital stock of said SCHAEFER MANUFACTURING, INC. is of the character described in its Certificate of Incorporation and Certificate of Amendment, all of which are recorded and filed in the office of the Secretary of the Commonwealth of Pennsylvania, and in its by-laws, as amended, copies of which are on file with the Clerk of the corporation at its principal office.

WHEREAS, SCHAEFER EQUIPMENT, INC. is a corporation duly organized and existing under the laws of the State of Ohio with an authorized capital stock of 1,000 shares, all of which are common shares of no par value and 100 of which are issued and outstanding and fully paid and non-assessable, such-common stock being of the character described in its Articles of Organization, which are filed and recorded in the office of the Secretary of State of the State of Ohio.

WHEREAS, the laws of the State of Ohio and of the Commonwealth of Pennsylvania authorize the merger of a corporation of the Commonwealth of Pennsylvania into a corporation of the State of Ohio, and

WHEREAS, in the judgment of the respective Boards of Directors of SCHAEFER MANUFACTURING, INC. and SCHAEFER EQUIPMENT, INC., it is for the best interests of their respective corporations and their respective stockholders to merge said SCHAEFER MANUFACTURING, INC. into SCHAEFER EQUIPMENT, INC. under and pursuant to the provisions of the laws of the State of Ohio and Commonwealth of Pennsylvania.

NOW THEREFORE, in consideration of the premises and of the mutual agreements and grants herein contained, it is agreed as follows:

FIRST: SCHAEFER MANUFACTURING, INC. shall be and the same hereby is merged into SCHAEFER EQUIPMENT, INC. and SCHAEFER EQUIPMENT, INC. does hereby merge into itself SCHAEFER MANUFACTURING, INC., SCHAEFER EQUIPMENT, INC. continuing as the surviving corporation.

The name of the surviving corporation shall be SCHAEFER EQUIPMENT, INC.

SECOND: Upon the consummation of the act of merger under this Agreement of Merger the surviving corporation shall possess and continue to be vested with all and singular the rights, privileges, powers, franchises and immunities as well of a public as of a private nature of the constituent corporations and with all the property, real, personal and mixed, and all debts due on whatever account, as well for stock subscriptions as all other things in action, belonging to each of said corporations. All of the property, rights, privileges, powers, franchises and immunities and all and every other interest of the constituent corporations shall continue to be, and all the property, rights, privileges, powers, franchises and immunities and all and every other interest of

the constituent corporations shall hereafter be as effectually the property of the surviving corporation as they wore of the several and respective constituent corporations, and the title to any real estate whether by deed or otherwise, vested in either of said corporations shall not revert or be in any way impaired by reason of said act of merger provided that all rights of creditors and all liens upon the property of either of such corporations shall be preserved unimpaired, limited to the property affected by such liens at the time of merger and both such corporations may be deemed to continue in existence in order to preserve the same; and all debts, liabilities and duties of the constituent corporations shall continue to attach to said surviving corporation and may be enforced against it to the same extent as if all of said debts, liabilities and duties have been incurred or contracted by it.

THIRD: The purposes of the surviving corporation shall be as follows: To engage in the business of manufacturing, buying, selling and otherwise dealing in railroad equipment and other industrial supplies and to engage in any lawful act or activity for which corporations may be formed under sections 1701.01 to 1701.98, inclusive, of the Revised Code of Ohio.

FOURTH: The amount of the total authorized capital stock of the surviving corporation shall be one thousand (1,000) shares, all of which shares shall be common shares of no par value (in all respects identical to the authorized capital stock of SCHAEFER EQUIPMENT, INC. as contained in its said Articles of Organization).

The total amount of such capital stock which shall be issued in respect of the merger shall be 100 shares, all of which shall be issued to SCHAEFER MANUFACTURING, INC., a Delaware corporation, the holder of all the issued and outstanding preferred and common stock of SCHAEFER MANUFACTURING, INC., a Pennsylvania corporation.

FIFTH: The surviving corporation shall be located at Phoenix Road, Warren in the County of Trumbull, State of Ohio.

SIXTH: The number of the Board of Directors of the surviving corporation is three (3) and the names and places of residence of the Board of Directors is:

DIRECTORS

Name	Place of Residence
Frederic M. Schaefer	924 Sea View Avenue Osterville, Massachusetts 02655
Peter M. Schaefer	567 Butler Road N.E. Warren, Ohio 44483
Frederic M. Schaefer, Jr.	81 Mill Street Newport, Rhode Island 02840

The officers of the surviving corporation are a President, Treasurer and Clerk, and their names and places of residence are as follows:

President:	Peter M. Schaefer	567 Butler. Road N.E. Warren, Ohio 44483
Treasurer:	Raymond M. Smith	449 Elm Street South Dartmouth, Massachusetts 02748
Clerk:	William V. Tripp III	14 Inverness Road Wellesley Hills, Massachusetts 02181

SEVENTH: The said Directors and Officers shall hold their offices until their successors are duly elected or appointed as provided by law. Until amended by the Board of Directors or by the stockholders of the surviving corporation, the by-laws of SCHAEFER EQUIPMENT, INC., copies of which are on file with the Clerk of said corporation at its principal office, at Phoenix Road, Warren, Ohio, shall be the by-laws of the surviving corporation.

EIGHTH: A director of the surviving corporation shall not, in the absence of fraud, be disqualified by his office from dealing or contracting with the surviving corporation, either as a vendor, purchaser, or otherwise, nor in the absence of fraud shall any transaction or contract of the surviving corporation be void or voidable or affected by reason of the fact that any director, or any firm of which any director is a member, or any corporation of which any director is an officer, director, member or stockholder, is in any way interested in such transaction or contract; provided that at the meeting of the board of directors or of a committee thereof having authority in the premises to authorize or confirm said contract or transaction, the interest of such director, firm or corporation is disclosed or made known, and there shall be present a quorum of the board of directors or of the directors constituting such committee and such contract or transaction shall be approved by a majority of such quorum, which majority shall consist of directors not so interested or connected. Nor shall any director be liable to account to the surviving corporation for any profit realized by him from or through any such transaction or contract of the surviving corporation; ratified or approved as aforesaid, by reason of the fact that he or any firm of which he is a member, or any corporation of which he is a stockholder, member, director or officer, was interested in such transaction or contract. Directors so interested may be counted when present at meetings of the board of directors or of such committee for the purpose of determining the existence of a quorum. Any contract, transaction, or act of the surviving corporation or of the board of directors or of any committee which shall be ratified by a majority in interest of a quorum of the stockholders having voting power, shall be as valid and as binding as though ratified by every stockholder of the surviving corporation.

NINTH: The period of duration of the surviving corporation is unlimited.

TENTH: The expenses of the merger shall be borne by the surviving corporation.

ELEVENTH: If at any time the surviving corporation shall be advised that any further assignments or assurances in law or things are necessary or desirable to vest in the surviving corporation, the title to any property of SCHAEFER MANUFACTURING, INC., its proper officers and directors shall and will execute and do all proper assignments, or assurances in law or things necessary or proper to vest title to such property in the surviving corporation and otherwise to carry out the purpose of this agreement.

TWELFTH: This agreement shall be submitted to the stockholders of SCHAEFER MANUFACTURING, INC. as provided by law and shall not take effect nor be deemed and taken to be the agreement and act of merger of the corporations unless and until it is adopted by the vote of the stockholders representing two-thirds of the voting power of SCHAEFER EQUIPMENT, INC., as required by OH. REV. CODE ANN. §1701.78 and by a vote of the stockholders representing a majority of the voting power of SCHAEFER MANUFACTURING, INC., as required by PA. STAT. ANN. tit. 15, §802 and until the doing of such other acts and things as are required by the laws of the State of Ohio and the Commonwealth of Pennsylvania.

THIRTEENTH: The surviving corporation hereby agrees that it may be served with process in the State of Pennsylvania in any proceeding for enforcement of any obligation of SCHAEFER MANUFACTURING, INC., a Pennsylvania corporation, including any amount determined under the provisions of Section 1908 of the Pennsylvania Business Corporation Law and does hereby irrevocably appoint the Secretary of the Commonwealth of Pennsylvania as its agent to accept service of process in an action for the enforcement of payment of any such obligation or any amount determined as aforesaid, and hereby specified the address to which a copy of such process shall be mailed by the Secretary of the Commonwealth of Pennsylvania as C. T. Corporation System, Oliver Building, Pittsburgh, Pennsylvania, and agrees the service of

such process be made by personally delivering to and leaving with the Secretary of the Commonwealth of Pennsylvania duplicate copies of such process, one of which copy the Secretary of the Commonwealth of Pennsylvania shall forthwith send by registered mail to said C. T. Corporation System at the above specified address.

FOURTEENTH: In order to facilitate the filing and recording of this agreement, the same may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original; and such counterparts shall together constitute but one and the same instrument.

FIFTEENTH: Subject to the occurrence of the events specified in ARTICLE TWELFTH thereof, the effective date of this agreement of merger shall be the close of business, October 30, 1978.

IN WITNESS WHEREOF, the said parties to this agreement have pursuant to a resolution adopted by a majority of the respective boards of directors of each of said corporations at meetings thereof duly and regularly held at which a quorum was present, caused the respective corporate seals of said corporation to be hereunto affixed and these presents to be signed by their respective Presidents and Treasurers and attested to by their respective Secretaries, all thereunto duly authorized the day and year first above mentioned.

SCHAEFER EQUIPMENT, INC.

By *<u>/s/ Peter M. Schaefer</u>*
Peter M. Schaefer, President

By *<u>/s/ Raymond M. Smith</u>*
Raymond M. Smith, Treasurer

ATTEST:
/s/ William V. Tripp III
William V. Tripp III, Secretary

SCHAEFER MANUFACTURING, INC.

By *\/s/ Frederic M. Schaefer*
Frederic M. Schaefer, President

By *\/s/ Raymond M. Smith*
Raymond M. Smith, Treasurer

ATTEST:
\/s/ William V. Tripp III
William V. Tripp III, Secretary

CERTIFICATE OF PRESIDENT AND SECRETARY OF SCHAEFER EQUIPMENT, INC., THE SURVIVING CORPORATION, A CORPORATION OF THE STATE OF OHIO, SHOWING APPROVAL OF AGREEMENT OF MERGER

We, Peter M. Schaefer and William V. Tripp III, President and Secretary respectively of SCHAEFER EQUIPMENT, INC., a corporation organized and existing under the laws of the State of Ohio, hereby certify that the Agreement of Merger, to which this Certificate is attached, having been first duly approved on behalf of both the said Corporation by a majority of the Directors thereof and by SCHAEFER MANUFACTURING, INC., a corporation of the Commonwealth of Pennsylvania, by a majority of the Directors thereof, was duly submitted to the shareholders of SCHAEFER EQUIPMENT, INC. at a special meeting of the shareholders of the said Corporation, called separately from the meeting of the shareholders of any other corporation, for the purpose of considering and taking action upon the proposed Agreement of Merger, and held upon due notice accompanied by a summary or copy of the said Agreement of Merger given to all shareholders of the said Corporation whether or not entitled to vote, on the 29th day of September, 1978, and that the said Agreement of Merger was adopted by the vote of the holders of shares of the said Corporation entitling them to exercise at least two-thirds of the voting power of the said Corporation; and whereupon the said Agreement of Merger was duly adopted as the act of the said Corporation.

IN WITNESS WHEREOF, we, acting for and on behalf of the said Corporation, have hereunto subscribed our names and caused the seal of the said Corporation to be hereunto affixed this 29th day of September, 1978.

/s/ Peter M. Schaefer
Peter M. Schaefer, President

/s/ William V. Tripp III
William V. Tripp III, Secretary

CERTIFICATE OF PRESIDENT AND SECRETARY OF SCHAEFER MANUFACTURING, INC., THE MERGING CORPORATION, A CORPORATION OF THE COMMONWEALTH OF' PENNSYLVANIA, SHOWING APPROVAL OF AGREEMENT OF MERGER

We, Frederic M. Schaefer and William V. Tripp III, President and Secretary respectively of SCHAEFER MANUFACTURING, INC., a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, hereby certify that the Agreement of Merger, to which this Certificate is attached, after having been first duly approved on behalf of the said Corporation by a majority of the Directors thereof, as required by the provisions of the Corporation Law of the Commonwealth of Pennsylvania, was duly submitted to the shareholders of the said Corporation, at a special meeting of the shareholders called and held separately from the meeting of shareholders of any other corporation, as provided by the said Corporation Law, on the 29th day of September, 1978 for the purpose of considering and taking action upon the proposed Agreement of Merger, that 1,527 shares of common stock and 39,700 shares of preferred stock of the said Corporation were on the said date issued and outstanding, that the holders of 1,527 shares of common stock and 39,700 shares of preferred stock voted by ballot in favor of the approval, the said affirmative vote representing the entire outstanding capital stock of the said Corporation, and thereby the Agreement of Merger was adopted as the act of the shareholders of the said Corporation.

IN WITNESS WHEREOF, we, acting for and on behalf of the said Corporation, have hereunto subscribed our names and caused the seal of the said Corporation to be hereunto affixed 29th day of September, 1978.

/s/ Frederic M. Schaefer
Frederic M. Schaefer, President

/s/ William V. Tripp III
William V. Tripp III, Secretary

Number 509076
By MB
Date 11-8-84
Fee 3.00

Change of Address of Statutory Agent for Ohio Corporations

The address of C T CORPORATION SYSTEM (Name or Agent), the statutory agent for Schaefer Equipment, Inc. (Name or Corporation), has been changed from 925 Euclid Avenue (Old Street Address), Cleveland (City or Village), Cuyahoga County, Ohio 44115 (Zip Code), to 815 Superior Avenue, N.E. (New Street Address), Cleveland (City or Village) Cuyahoga County, Ohio 44114 (Zip Code)

SCHAEFER EQUIPMENT, INC.
(Name of Corporation)

Date: October 1, 1984

By /s/ R. M. Smith
R. M. Smith

Title: Vice President

Prescribed by
BOB TAFT, Secretary of State
30 East Broad Street, 14th Floor
Columbus, Ohio 43266-0418

Charter No. 509076
Approved MMc
Date 6-9-98
Fee 3.00

CHANGE OF ADDRESS OF STATUTORY AGENT
FOR OHIO CORPORATIONS

The address of C T Corporation System, the statutory agent for
(name of agent)

SCHAEFER EQUIPMENT, INC. has been changed to:
(name or corporation)

1300 East 9th Street
(new street address)

Cleveland, Ohio 44114
(city) (zip code)

FROM

815 Superior Avenue, N.E.
(old street address)

Cleveland, Ohio 44114
(city) (zip code)

NOTE: P. O. Box addresses are not acceptable.

THIS DOCUMENT IS SIGNED BY A CORPORATE OFFICER.

BY: */s/ R. M. Smith*
R. M. Smith
TITLE: President

The filing fee is $3.00, R.C. 1701.07(M), 1702.06(L).

Please make checks payable to the Secretary of State.

Prescribed by **J. Kenneth Blackwell**
Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos
e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)	
Mail form to one of the following:	
☐ Yes	PO Box 1390 Columbus, OH 43216 ***Requires an additional fee of $100***
☒ No	PO Box 788 Columbus, OH 43216

STATUTORY AGENT UPDATE
(For Domestic or Foreign, Profit or Non-Profit)
Filing Fee $25.00

THE UNDERSIGNED DESIRING TO FILE A:

(CHECK ONLY ONE (1) BOX)

(1) Subsequent Appointment of Agent	(2) Change of Address of an Agent	(3) Resignation of Agent
☒ Corp ☐ LP (165-AGS) ☐ LLC (171-LSA)	☐ Corp ☐ LP (145-AGA) ☐ LLC (144-LAD)	☐ Corp ☐ LP (155-AGR) ☐ LLC (153-LAG)

Complete ALL of the general information in this section for the box checked above.

Name of Entity Schaefer Equipment, Inc.

Charter or Registration No. 509076

Name of Current Agent CT Corporation System

Complete the information in this section if box (1) is checked.

Name and Address of New Agent

David A. Rubino
(Name)

c/o Schaefer Equipment, 1590 Phoenix Rd., N.E.
(Street) ***NOTE: P.O. Box Addresses are NOT acceptable.***

Warren	Trumbull	Ohio	44483
(City)	*(County)*	*(State)*	*(Zip Code)*

ACCEPTANCE OF APPOINTMENT

The Undersigned, David A. Rubino, named herein as the Statutory agent for, Schaefer Equipment, Inc., hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature: */s/ David A. Rubino*
(Statutory Agent)

* If the entity listed is a foreign corporation, the agent does not have to sign the **Acceptance of Appointment**

Complete the information in this section if box (2) is checked.

Old Address of Agent

(Street)	***NOTE: P.O. Box Addresses are NOT acceptable.***	
	Ohio	
(City)	*(State)*	*(Zip Code)*

New Address of Agent

(Street)	***NOTE: P.O. Box Addresses are NOT acceptable.***	
	Ohio	
(City)	*(State)*	*(Zip Code)*

Complete the information in this section if box (3) is checked.

Is this agent resigning? ☐ Yes ☐ No

Current or last known address of the entity's principal office where a copy of this Resignation of Agent was sent as of the date of filing or prior to the date filed

(Street)	***NOTE: P.O. Box Addresses are NOT acceptable.***	
(City)	*(State)*	*(Zip Code)*

REQUIRED
Must be authenticated **(signed)** by an authorized representative
(See Instructions)

/s/ David J. Kostolansky
Authorized Representative

6-2-05
Date

Prescribed by:
The Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.sos.state.oh.us
e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)
Mail form to one of the following:

○ Yes — PO Box 1390, Columbus, OH 43216
Requires an additional fee of $100

◉ No — PO Box 788, Columbus, OH 43216

STATUTORY AGENT UPDATE

(For Domestic or Foreign, Profit or Non-Profit)
Filing Fee $25.00

THE UNDERSIGNED DESIRING TO FILE A:

(CHECK ONLY ONE (1) BOX)

(1) Subsequent Appointment of Agent	(2) Change of Address of an Agent	(3) Resignation of Agent
☒ Corp ☐ LP (165-AGS) ☐ LLC (171-LSA)	☐ Corp ☐ LP (145-AGA) ☐ LLC (144-LAD)	☐ Corp ☐ LP (155-AGR) ☐ LLC (153-LAG)

Complete ALL of the general information in this section for the box checked above.

Name of Entity Schaefer Equipment, Inc.

Charter or Registration No. 509076

Name of Current Agent David A. Rubino

Complete the information in this section if box (1) is checked.

Name and Address of New Agent

Phyllis J. Harrison
(Name)

2481 Salt Springs Rd.
(Street) ***NOTE: P.O. Box Addresses are NOT acceptable.***

Warren	Trumbull	Ohio	44481
(City)	*(County)*	*(State)*	*(Zip Code)*

ACCEPTANCE OF APPOINTMENT

The Undersigned, Phyllis J. Harrison , named herein as the Statutory agent for, Schaefer Equipment, Inc. , hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature: */s/ Phyllis J. Harrison*
(Statutory Agent)

* If the entity listed is an Ohio Domestic, the agent must sign the **Acceptance of Appointment**

Complete the information in this section if box (2) is checked.

Old Address of Agent

(Street) ***NOTE: P.O. Box Addresses are NOT acceptable.***

Ohio

(City) (State) (Zip Code)

New Address of Agent

(Street) ***NOTE: P.O. Box Addresses are NOT acceptable.***

Ohio

(City) (State) (Zip Code)

Complete the information in this section if box (3) is checked.

Is this agent resigning? ☐ Yes ☐ No

Current or last known address of the entity's principal office where a copy of this Resignation of Agent was sent as of the date of filing or prior to the date filed

(Street) ***NOTE: P.O. Box Addresses are NOT acceptable.***

(City) (State) (Zip Code)

REQUIRED
Must be authenticated **(signed)** by an authorized representative
(See Instructions)

/s/ [illegible]
Authorized Representative

12/16/08
Date

Prescribed by:

The Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.sos.state.oh.us
e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)	
Mail form to one of the following:	
○ Yes	PO Box 1390 Columbus, OH 43216 ***Requires an additional fee of $100***
○ No	PO Box 788 Columbus, OH 43216

STATUTORY AGENT UPDATE

(For Domestic or Foreign, Profit or Non-Profit)
Filing Fee $25.00

THE UNDERSIGNED DESIRING TO FILE A:

(CHECK ONLY ONE (1) BOX)

(1) Subsequent Appointment of Agent	(2) Change of Address of an Agent	(3) Resignation of Agent
☒ Corp ☐ LP (165-AGS) ☐ LLC (171-LSA)	☐ Corp ☐ LP (145-AGA) ☐ LLC (144-LAD)	☐ Corp ☐ LP (155-AGR) ☐ LLC (153-LAG)

Complete ALL of the general information in this section for the box checked above.

Name of Entity SCHAEFER EQUIPMENT, INC.

Charter or Registration No. 509076

Name of Current Agent PHYLLIS J. HARRISON

Complete the information in this section if box (1) is checked.

Name and Address of New Agent

CSC-Lawyers Incorporating Service (Corporation Service Company)
(Name)

50 West Broad Street, Suite 1800
(Street) ***NOTE: P.O. Box Addresses are NOT acceptable.***

Columbus	Franklin	Ohio	43215
(City)	*(County)*	*(State)*	*(Zip Code)*

ACCEPTANCE OF APPOINTMENT

The Undersigned, CSC-Lawyers Incorporating Service (Corporation Service Company), named herein as the Statutory agent for, SCHAEFER EQUIPMENT, INC., hereby acknowledges and accepts the appointment of statutory agent for said entity.

CSC-Lawyers Incorporating Service (Corporation Service Company)

Signature: */s/ Sylvia Queppet*
(Statutory Agent)
Sylvia Queppet, Asst. Vice President

* If the entity listed is a foreign corporation, the agent does not have to sign the **Acceptance of Appointment**

Complete the information in this section if box (2) is checked.

Old Address of Agent

(Street) ***NOTE: P.O. Box Addresses are NOT acceptable.***

	Ohio	
(City)	*(State)*	*(Zip Code)*

New Address of Agent

(Street) ***NOTE: P.O. Box Addresses are NOT acceptable.***

	Ohio	
(City)	*(State)*	*(Zip Code)*

Complete the information in this section if box (3) is checked.

Is this agent resigning? ☐ Yes ☐ No

Current or last known address of the entity's principal office where a copy of this Resignation of Agent was sent as of the date of filing or prior to the date filed

(Street) ***NOTE: P.O. Box Addresses are NOT acceptable.***

(City)	*(State)*	*(Zip Code)*

REQUIRED
Must be authenticated **(signed)** by an authorized representative
(See Instructions)

/s/ Keith Hildum 2/11/09

Authorized Representative Date
Keith Hildum

Exhibit 3.29

AMENDED & RESTATED BYLAWS
OF SCHAEFER EQUIPMENT, INC.
(hereinafter the "Corporation")
ADOPTED JANUARY 5, 2010

ARTICLE I
STOCKHOLDERS

Section 1.01. Annual Meetings. Annual meetings of the stockholders shall be held, either within or without the state of Ohio, at such date, time and place as may be fixed by the Board of Directors and as set forth in the notice of the meeting.

Section 1.02. Special Meetings. Special meetings of the stockholders may be called at any time, for the purpose or purposes set forth in the call, by the President, the Board of Directors or the holders of at least one-fifth of all the shares of any class outstanding and entitled to vote thereat, by delivering a written request to the Secretary. At any time, upon the written request of any person or persons who have duly called a special meeting, it shall be the duty of the Secretary to fix the date of the meeting, to be held not more than 75 days after receipt of the request, and to give due notice thereof. Special meetings shall be held at such place, either within or without the State of Ohio, and at such time and date as the Board of Directors shall determine and as set forth in the notice of the meeting.

Section 1.03. Notice of Annual and Special Meetings. Except as otherwise expressly required by law, notice of each meeting of stockholders, whether annual or special, shall be given, at least 10 and not more than 60 days prior to the date on which the meeting is to be held, to each stockholder of record entitled to vote thereat by delivery of a notice thereof to him personally or by sending a copy thereof through the mail, electronically or by courier, charges prepaid, to his address appearing on the records of the Corporation. Each such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, shall briefly state the purpose or purposes for which the meeting is called. A written waiver of notice, signed by the person or persons entitled to such notice, whether before or after the date and time fixed for the meeting shall be deemed the equivalent of such notice. Neither the business to be

transacted at, nor the purpose of, the meeting need be specified in a waiver of notice of such meeting.

Section 1.04. Quorum. A stockholders' meeting duly called shall not be organized for the transaction of business unless a quorum is present. At any meeting, the presence in person or by proxy of stockholders entitled to cast at least a majority of the votes which all stockholders are entitled to cast on the particular matter shall constitute a quorum for the purpose of considering such matter, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation. The stockholders present at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum. If a meeting cannot be organized because a quorum has not attended, those present may adjourn the meeting from time to time to such time (not more than 30 days after the next previous adjourned meeting) and place as they may determine, without notice other than by announcement at the meeting of the time and place of the adjourned meeting; and in the case of any meeting called for the election of directors, those who attend the second of such adjourned meetings, although entitled to cast less than a majority of the votes entitled to be cast on any matter to be considered at the meeting, shall nevertheless constitute a quorum for the purpose of electing directors.

Section 1.05. Voting. At every meeting of stockholders, each holder of record of issued and outstanding stock of the Corporation entitled to vote at such meeting shall be entitled to vote in person or by proxy and, except where a date has been fixed as the record date for the determination of stockholders entitled to notice of or to vote at such meeting, no holder of record of a share of stock which has been transferred on the books of the Corporation within 10 days next preceding the date of such meeting shall be entitled to notice of or to vote at such meeting in respect of such share so transferred. Resolution of the stockholders shall be adopted, and any action of the stockholders at a meeting upon any matter shall be taken and be valid, only if at least a majority of the votes cast with respect to such resolutions or matter are cast in favor thereof, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation. The Chairman of the Board (if one has been elected and is present) shall be chairman, and the Secretary (if present) shall act as secretary, at all meetings of the stockholders. In the absence of the Chairman of the Board, the President shall be chairman; and

in the absence of both of them, the chairman shall be designated by the Board of Directors or if not so designated shall be elected by the stockholders present; and in the absence of the Secretary, an Assistant Secretary shall act as secretary of the meeting.

Section 1.06. Procedure at Stockholders' Meetings. The organization of each meeting of the stockholders, the order of business thereat and all matters relating to the manner of conducting the meetings shall be determined by the chairman of the meeting, whose decisions may be overruled only by a majority vote (which shall not be by ballot) of the stockholders present and entitled to vote at the meeting in person or by proxy. Meetings shall be conducted in a manner designed to accomplish the business of the meeting in a prompt and orderly fashion and to be fair and equitable to all stockholders, but it shall not be necessary to follow Roberts' Rules of Order or any other manual of parliamentary procedure.

Section 1.07. Action Without a Meeting. Unless otherwise provided by the Certificate of Incorporation, any action required to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, and such written consent is delivered to the Corporation by delivery to its registered office in Ohio, its principal place of business or an officer or agent of the Corporation, having custody of the book in which proceedings of meetings of stockholders are recorded. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE II
DIRECTORS

Section 2.01. Number, Election and Term of Office. The number of directors which shall constitute the full Board of Directors shall be determined by resolution of the board of directors or by the stockholders at the annual meeting, except that in the absence of any such determination, such number shall be one. A full Board of Directors shall be elected at each

annual meeting of the stockholders. Each director shall hold office for the term for which he is elected and thereafter until his successor is duly elected or until his death, resignation or removal. Directors need not be stockholders.

Section 2.02. Annual Meetings. Annual meetings of the Board of Directors shall be held each year at the same place as and immediately after the annual meeting of stockholders, or at such other place and time as shall theretofore have been determined by the Board. At its regular annual meeting, the Board of Directors shall organize itself and elect the officers of the Corporation for the ensuing year, and may transact any other business.

Section 2.03. Regular Meetings. Regular meetings of the Board of Directors may be held at such intervals and at such time and place as shall from time to time be determined by the Board. After there has been such determination and notice thereof has been once given to each person then a member of the Board of Directors, regular meetings may be held at such intervals and time and place without further notice being given.

Section 2.04. Special Meetings. Special meetings of the Board of Directors may be called at anytime by the Board, by the Chairman of the Board, by the President or by any two directors, to be held on such day and at such time and place as shall be specified by the person or persons calling the meeting.

Section 2.05. Notice of Annual and Special Meetings. Except as otherwise expressly required by law, notice of the annual meeting of the Board of Directors need not be given. Except as otherwise expressly required by law, notice of every special meeting of the Board of Directors specifying the place, date and time thereof shall be given to each director either by being mailed on at least the third day prior to the date of the meeting or by being sent by mail, electronically, courier, personally or telephone at least 24 hours prior to the time of the meeting. A written waiver of notice of a special meeting, signed by the person or persons entitled to such notice, whether before or after the date and time stated therein fixed for the meeting, shall be deemed the equivalent of such notice, and attendance of a director at a meeting shall constitute a waiver of notice of such meeting except when the director attends the meeting for the express purpose of objecting, when he enters the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.06. Quorum and Manner of Acting. At all meetings of the Board of Directors, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation, the presence of a majority of the full Board shall be necessary and sufficient to constitute a quorum for the transaction of business. If a quorum is not present at any meeting, the meeting may be adjourned from time to time by a majority of the directors present until a quorum as aforesaid shall be present, but notice of the time and place to which such a meeting is adjourned shall be given to any directors not present either by being sent by mail, electronically, courier, personally or telephone at least eight hours prior to the date of reconvening. Resolutions of the Board of Directors shall be adopted, and any action of the Board at a meeting upon any matter shall be taken and be valid, only with the affirmative vote of at least a majority of the directors present at the meeting, except as otherwise provided herein. The chairman of the Board (if one has been elected and is present) shall be the chairman, and the Secretary (if present) shall act as secretary, at all meetings of the Board. In the absence of the Chairman of the Board, the President shall be chairman, and in the absence of both of them the directors present shall select a member of the Board of Directors to be chairman; and in the absence of the Secretary, the chairman of the meeting shall designate any person to act as secretary of the meeting.

Section 2.07. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or on any committee thereof may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by all members of the Board or such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of committee.

Section 2.08. Participation by Conference Telephone. Members of the Board of Directors of the Corporation, or any committee designated by the Board, may participate in a meeting of the Board or committee by means of teleconference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

Section 2.09. Resignations. A director may resign by submitting his written resignation to the Chairman of the Board (if one has been elected) or to the Secretary. Unless

otherwise specified therein, the resignation of a director need not be accepted to make it effective and shall be effective immediately upon its receipt by such officer or as otherwise specified therein. If the resignation of a director specifies that it shall be effective at some time later than receipt, until that time the resigning director shall be competent to act on all matters before the board of Directors, including filling the vacancy caused by such resignation.

Section 2.10. Removal of Directors. The entire Board of Directors or any individual director may be removed at any time for cause or without cause by the holders of a majority of the shares then entitled to vote at an election of directors. The vacancy or vacancies caused in the Board of Directors by such removal may, but need not, be filled by such stockholders at the same meeting or at a special meeting of the stockholders called for that purpose.

Section 2.11. Vacancies. Any vacancy that shall occur in the Board of Directors by reason of death, resignation, removal, increase in the number of directors or any other cause whatever shall, unless filled as provided in Section 2.10 of this Article II, be filled by a majority of the then members of the Board, whether or not a quorum, and each person so elected shall be a director until he or his successor is elected by the stockholders at a meeting called for the purpose of electing directors, or until his death, resignation or removal.

Section 2.12. Compensation of Directors. The Corporation may allow compensation to its directors for their services, as determined from time to time by resolution adopted by the Board of Directors.

Section 2.13. Committees. The Board of Directors may, by resolution adopted by a majority of the full Board, designate one or more committees consisting of directors to have and exercise such authority of the Board in the management of the business and affairs of the Corporation as the resolution of the Board creating such committee may specify and as is otherwise permitted by law. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from

voting, whether or not he or they constitute a quorum, may unanimously appoint another director to act at the meeting in the place of such absent or disqualified member.

Section 2.14. Personal Liability of Directors.

(a) To the fullest extent that the laws of the State of Ohio, as the same exist or may hereafter be amended, permit elimination of the personal liability of directors, no director of this Corporation shall be personally liable to this Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

(b) The provisions of this Section 2.14 shall be deemed to be a contract with each director of this Corporation who serves as such at any time which this Section 2.14 is in effect, and each such director shall be deemed to be serving as such in reliance on the provisions of this Section 2.14. Any amendment or repeal of this Section 2.14 or adoption of any Bylaw of the Corporation or other provision of the Certification of Incorporation of this Corporation which has the effect of increasing director liability shall operate prospectively only and shall not affect any action taken, or any failure to act, by a director of this Corporation prior to such amendment, repeal, Bylaw or other provision becoming effective.

Section 2.15. Indemnification of and Advancement of Expenses to Directors, Officers and Others.

(a) Right to Indemnification. Except as prohibited by law, every director and officer of the Corporation shall be entitled as of right to be indemnified by the Corporation against all expenses and liability (as those terms are defined below in this Paragraph) incurred by such person in connection with any actual or threatened claim, action, suit or proceeding, whether civil, criminal, administrative, investigative or other, or whether brought by or against such person or by or in the right of the Corporation or otherwise, in which such person may be involved, as a party or otherwise, by reason of such person being or having been a director or officer of the Corporation or a subsidiary of the Corporation or by reason of the fact that such person is or was serving at the request of the Corporation as a director, officer, employee, fiduciary or other representative of another corporation, partnership, joint venture, trust, employee benefit plan or other entity (such claim, action, suit or proceeding hereinafter being

referred to as an "Action"); provided, however, that no such right to indemnification shall exist with respect to an Action brought by an indemnitee (as defined below) against the Corporation (an "Indemnitee Action") except as provided in the last sentence of this Paragraph. Persons who are not directors or officers of the Corporation may be similarly indemnified in respect of service to the Corporation or a subsidiary of the Corporation or to another such entity at the request of the Corporation to the extent the Board of Directors of the Corporation at any time designates any of such persons as entitled to the benefits of this Section. As used in this Section, "indemnitee" includes each director and officer of the Corporation and each other person designated by the Board of Directors of the Corporation as entitled to the benefits of this Section; "expenses" means all expenses actually and reasonably incurred, including fees and expenses of counsel selected by an indemnitee; and "liability" means all liability incurred, including the amounts of any judgments, excise taxes, fines or penalties and any amounts paid in settlement. An indemnitee shall be entitled to be indemnified pursuant to the Section against expenses incurred in connection with an Indemnitee Action if (i) the Indemnitee Action is instituted under Paragraph (c) of this Section and the indemnitee is successful in whole or in part in such Indemnitee Action, (ii) the indemnitee is successful in whole or in part in another Indemnitee Action for which expenses are claimed, or (iii) the indemnification for expenses is included in a settlement of, or is awarded by a court in, such other Indemnitee Action.

(b) <u>Right to Advancement of Expenses</u>. Every indemnitee shall be entitled as of right to have the expenses of the indemnitee in defending any Action or in bringing and pursuing any Indemnitee Action under Paragraph (c) of this Section paid in advance by the Corporation prior to final disposition of the action or Indemnitee Action, provided that the Corporation received a written undertaking by or on behalf of the indemnitee to repay the amount advanced if it should ultimately be determined that the indemnitee is not entitled to be indemnified' for the expenses.

(c) <u>Right of Indemnitee to Bring Action</u>. If a written claim for indemnification under Paragraph (a) of this Section or for advancement of expenses under Paragraph (b) of this Section is not paid in full by the Corporation within 30 days after the claim has been received by the Corporation, the indemnitee may at any time thereafter bring an Indemnitee Action to recover the unpaid amount of the claim and, if successful in whole or in part, the indemnitee

shall also be entitled to be paid the expense of bringing and pursuing such Indemnitee Action. The only defense to an Indemnitee Action to recover on a claim for indemnification under Paragraph (a) of this Section shall be that the conduct of the indemnitee was such that under Ohio law the corporation is prohibited from indemnifying the indemnitee for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel and stockholders) to have made a determination prior to the commencement of such Indemnitee Action that indemnification of the indemnitee is proper in the circumstances, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or stockholders) that the conduct of the indemnitee was such that indemnification is prohibited by Ohio law, shall be a defense to such Indemnitee Action or create a presumption that the conduct of the indemnitee was such that indemnification is prohibited by Ohio law.

(d) Funding and Insurance. The corporation may create a trust fund, grant a security interest, cause a letter of credit to be issued or use other means (whether or not similar to the foregoing) to ensure the payment of all sums required to be paid by the Corporation to effect indemnification as provided in this Section. The corporation may purchase and maintain insurance to protect itself and any indemnitee against any expenses or liability incurred by the indemnitee in connection with any Action, whether or not the Corporation would have the power to indemnify the indemnitee against the expenses or liability by law or under the provisions of the Section.

(e) Non-Exclusivity, Nature and Extent of Rights. The rights to indemnification and advancement of expenses provided for in this Section shall (i) not be deemed exclusive of any other rights, whether now existing or hereafter created, to which any indemnitee may be entitled under any agreement, provision in the Certificate of Incorporation or Bylaws of the Corporation, vote of stockholders or disinterested directors or otherwise, (ii) be deemed to create contractual rights in favor of each indemnitee who serves at any time while this Section is in effect (and each such indemnitee shall be deemed to be serving in reliance on the provision of this Section), (iii) continue as to each indemnitee who has ceased to have the status pursuant to which the indemnitee was entitled or was designated as entitled to indemnification under this Section and inure to the benefit of the heirs and legal representatives of each

indemnitee and (iv) be applicable to Actions commenced after this Section becomes effective, whether arising from acts or omissions occurring before or after this section becomes effective. Any amendment or repeal of this section or adoption of any other Bylaw of this Corporation or other provision of the Certificate of Incorporation of this Corporation which has the effect of limiting in any way the rights to indemnification or advancement of expenses provided for in this Section shall operate prospectively only and shall not affect any action taken, or any failure to act, by an indemnittee prior to such amendment, repeal, Bylaw or other provision becoming effective.

(f) Partial Indemnity. If an indemnitee is entitled under any provision of this Section to indemnification by the Corporation for some or a portion of other expenses or liability incurred by the indemnitee in the preparation, investigation, defense, appeal or settlement of any Action or Indemnitee Action but not, however, for the total amount thereof, the Corporation shall indemnify the indemnitee for the portion of such expenses or liability to which the indemnitee is entitled.

ARTICLE III
OFFICERS AND EMPLOYEES

Section 3.01. Executive Officers. The Executive Officers of the Corporation shall be the President, a Secretary and a Treasurer, and may include a Chairman of the Board and one or more Vice Presidents as the Board of Directors may from time to time determine, all of whom shall be elected by the Board of Directors. Any two or more offices may be held by the same person. Each Executive Officer shall hold office until the next succeeding annual meeting of the Board of Directors and thereafter until his successor is duly elected and qualified, or until his earlier death, resignation or removal.

Section 3.02. Additional Officers, Other Agents and Employees. The Board of Directors may from time to time appoint or hire such additional officers, assistant officers, agents, employees and independent contractors as the Board deems advisable; and the Board or the President shall prescribe their duties, condition of employment and compensation. Subject to the power of the Board of Directors, the President may employ from time to time such other agents, employees, and independent contractors as he may deem advisable for the prompt and

orderly transaction of the business of the Corporation, and he may prescribe their duties and the conditions of their employment, fix their compensation and dismiss them, without prejudice to the contract rights, if any.

Section 3.03. The Chairman. If there shall be a Chairman of the Board, he shall be elected from among the directors, shall preside at all meetings of the stockholders and of the Board, and shall have such other powers and duties as from time to time may be prescribed by the Board.

Section 3.04. The President. The President shall be the chief executive officer of the Corporation. Subject to the control of the Board of Directors, the President shall have general policy supervision of and general management and executive powers over all the property, business, operations and affairs of the Corporation, and shall see that the policies and programs adopted or approved by the Board are carried out. The President shall exercise such further powers and duties as from time to time may be prescribed in these Bylaws or by the Board of Directors.

Section 3.05. The Vice Presidents. The Vice Presidents may be given by resolution of the Board of Directors general executive powers, subject to the control of the President, concerning one or more or all segments of the operations of the Corporation. The Vice Presidents shall exercise such further powers and duties as from time to time may be prescribed in these Bylaws or by the Board of Directors or by the President. At the request of the President or in his absence or disability, the senior Vice President shall exercise all the powers and duties of the President.

Section 3.06. The Secretary and Assistant Secretaries. It shall be the duty of the Secretary (a) to keep or cause to be kept an original or duplicate record of the proceedings of the stockholders and the Board of Directors, and a copy of the Certificate of Incorporation and of the Bylaws; (b) to attend to the giving of notices of the Corporation as may be required by law or these Bylaws; (c) to be custodian of the corporate records and of the seal of the Corporation and see that the seal is affixed to such documents as may be necessary or advisable; (d) to have charge of the stock books of the Corporation, and a share register, giving the names of the stockholders in alphabetical order, and showing their respective addresses, the number and

classes of shares held by each, the number and date of certificates issued for the shares, and the date of cancellation of every certificate surrendered for cancellation; and (e) to exercise all powers and duties incident to the office of Secretary, and such other powers and duties as may be prescribed by the Board of Directors or by the President from time to time. The Secretary by virtue of his office shall be an Assistant Treasurer. The Assistant Secretaries shall assist the Secretary in the performance of his duties and shall also exercise such further powers and duties as from time to time may be assigned to them by the Board of Directors, the President or the Secretary. At the direction of the Secretary or in his absence or disability, an Assistant Secretary shall perform the duties of the Secretary.

Section 3.07. The Treasurer and Assistant Treasurers. The Treasurer shall have custody of all the funds and securities of the Corporation. He shall collect all moneys due the Corporation and deposit such moneys to the credit of the Corporation in such banks, trust companies, or other depositories as may have been duly designated by the Board of Directors. He shall endorse for collection on behalf of the Corporation, checks, notes, drafts and other documents, and may sign and deliver receipts, vouchers and releases of liens evidencing payments made to the Corporation. Subject to Section 5.01 of these Bylaws, he shall cause to be disbursed the funds of the Corporation by payment in cash or by checks or drafts upon the authorized depositories of the Corporation. He shall perform all acts incident to the office of Treasurer and such other duties as may be assigned to him by the Board of Directors. The Treasurer by virtue of his office shall be an Assistant Secretary. The Assistant Treasurers shall assist the Treasurer in the performance of his duties and shall also exercise such further powers and duties as from time to time may be assigned to them by the Board of Directors, the President or the Treasurer. At the direction of the Treasurer or in his absence or disability, as Assistant Treasurer shall perform the duties of the Treasurer.

Section 3.08. Vacancies. Vacancy in any office or position by reason of death, resignation, removal, disqualification, disability or other cause, shall be filled in the manner provided in this Article III for regular election or appointment to such office.

Section 3.09. Delegation of Duties. The Board of Directors may in its discretion delegate for the time being the powers and duties, or any of them, of any officer to any other person whom it may select.

ARTICLE IV
SHARES OF CAPITAL STOCK.

Section 4.01. Share Certificates. Every holder of stock in the Corporation shall be entitled to a certificate or certificates, to be in such form as the Board of Directors may from time to time prescribe, signed by the Chairman of the Board, the President or any Vice President and by the Treasurer or any Assistant Treasurer or the Secretary or any Assistant Secretary. The signatures of such officers may be facsimiles. Each such certificate shall set forth the name of the registered holder thereof, the number and class of shares and the designation of the series, if any, which the certificate represents. The Board of Directors may, if it so determines, direct that certificates for shares of stock of the Corporation be signed by a transfer agent or registered by a registrar or both, in which case such certificates shall not be valid until so signed or registered.

In case any officer of the Corporation who shall have signed, or whose facsimile signature shall have been used on, any certificate of shares of stock of the Corporation shall cease to be such officer, whether because of death, resignation, removal or otherwise, before such certificate shall have been delivered by the Corporation, such certificate shall nevertheless be deemed to have been adopted by the Corporation and may be issued and delivered as though the person who signed such certificate or whose facsimile signature shall have been used thereon had not ceased to be such officer.

Section 4.02. Transfer of Shares. Transfers of shares of stock of the Corporation shall be made only on the books of the Corporation by the registered holder thereof or by his attorney thereunto authorized by an instrument duly executed and filed with the Corporation, and on surrender of the certificate or certificates for such shares properly endorsed or accompanied by properly executed stock powers and evidence of the payment of all taxes imposed upon such transfer. Except as provided in Section 4.04 of this Article IV, every certificate surrendered for transfer shall be cancelled and no new certificate or certificates shall be issued in exchange for any existing certificate until such existing certificate shall have been so cancelled.

Section 4.03. Transfer Agents and Registrars. The Board of Directors may appoint any one or more qualified banks, trust companies or other corporations organized under any law of any state of the United States or under the laws of the United States as agent or agents for the Corporation in the transfer of the stock of the Corporation and likewise may appoint any one or more such qualified banks, trust companies or other corporation as registrar or registrars of the stock of the Corporation.

Section 4.04. Lost, Stolen, Destroyed or Mutilated Certificates. New certificates for shares of stock may be issued to replace certificates lost, stolen, destroyed or mutilated upon such terms and conditions, which may but need not include the giving of a satisfactory bond or other indemnity, as the Board of Directors may from time to time determine.

Section 4.05. Regulations Relating to Shares. The Board of Directors shall have power and authority to make such rules and regulations not inconsistent with these Bylaws or with law as it may deem expedient concerning the issue, transfer and registration of certificates representing shares of stock of the Corporation.

Section 4.06. Holders of Record. The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder and owner in fact thereof and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise expressly provided by the laws of the State of Ohio.

Section 4.07. Fixing the Record Date. The Board of Directors may fix a record date which does not precede the date on which the resolution fixing such record date is adopted: (a) in order to determine the stockholders entitled to notice of or to vote at any meeting of stockholders provided such record date is not less than ten or more than sixty days prior to the date of any such meeting; (b) in order to determine the stockholders entitled to consent to corporate action in writing without a meeting provided such record date is not more than ten days after the date on which the resolution fixing such record date is adopted;. and (c) in order to determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any

change, conversion or exchange of stock, or for the purpose of any other lawful action, provided such record date is not more than sixty days prior to such action.

In such case, only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to notice of, or to vote at, such meeting 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 any record date fixed as aforesaid.

ARTICLE V
LOANS, NOTES, CHECKS, CONTRACTS AND OTHER INSTRUMENTS

Section 5.01. Notes, Checks, etc. All notes, drafts, acceptances, checks, endorsements (other than for deposit) and all evidences of indebtedness of the Corporation whatsoever shall be signed by such officers or agents and shall be subject to such requirements as to countersignature or other conditions as the Board of Directors from time to time may designate. Facsimile signatures on checks may be used unless prohibited by the Board of Directors.

Section 5.02. Execution of Instruments Generally. Except as provided in Section 5.01 of this Article V, all contracts and other instruments requiring execution by the Corporation may be executed and delivered by the President, any Vice President or the Treasurer, and authority to sign any such contracts or instruments, which may be general or confined to specific instances, may be conferred by the Board of Directors upon any other person or persons. Any person having authority to sign on behalf of the corporation may delegate, from time to time, by instrument in writing, all or any part of such authority to any person or persons if authorized so to do by the Board of Directors.

Section 5.03. Proxies in Respect of Stock or Other Securities of Other Corporations. Unless otherwise provided by the Board of Directors, the President may from time to time appoint an attorney or attorneys or an agent or agents of the Corporation to exercise in the name and on behalf of the Corporation the powers and rights which the Corporation may have as the holder of stock or other securities in any other corporation to vote or consent in

respect of such stock or other securities, may instruct the person or persons so appointed as to the manner of exercising such powers and rights and may execute or cause to be executed in the name and on behalf of the Corporation and under its corporate seal or otherwise all such written proxies or other instruments as he may deem necessary or proper in order that the Corporation may exercise its said powers and rights.

ARTICLE VI
GENERAL PROVISIONS

Section 6.01. Offices. The registered office of the Corporation shall be the address determined by the Board of Directors from time to time. The Corporation may have other offices, within or without the State of Ohio, at such place or places as the Board of Directors may from time to time determine or the business of the corporation may require.

Section 6.02. Corporate Seal. The Board of Directors may prescribe the form. of a suitable corporate seal, which shall contain the full name of the Corporation and the year and state of incorporation. Such seal may be used by causing it or a facsimile or reproduction thereof to be affixed to or placed upon the document to be sealed.

Section 6.03. Fiscal Year. Unless otherwise determined by the Board of Directors, the fiscal year of the Corporation shall be the calendar year.

ARTICLE VII
VALIDATION OF CERTAIN CONTRACTS

Section 7.01. No contract or other transaction between the Corporation and another person shall be invalidated or otherwise adversely affected by the fact that any one or more stockholders, directors or officers of the Corporation (i) is pecuniarily or otherwise interested in, or is a stockholder, director, officer, or member of, such other person, or (ii) is a party to, or is in any other way pecuniarily or otherwise interested in, the contract or other transaction, or (iii) is in any way connected with any person pecuniarily or otherwise interested in such contract or other transaction, provided the fact of such interest shall be disclosed or known to the Board of Directors or the stockholders, as the case may be, and in any action of the stockholders or of the Board authorizing or approving any such contract or other transaction, any

and every stockholder or director may be counted in determining the existence of a quorum with like force and effect as though he was not so interested, or was not such a stockholder, director, member or officer, or was not such a party, or was not so connected. Such director, stockholder or officer shall not be liable to account to the Corporation for any profit realized by him from or through any such contract or transaction approved or authorized as aforesaid. As used herein, the term “person” includes a corporation, partnership, firm, association or other legal entity.

ARTICLE VIII
AMENDMENTS

Section 8.01. The Bylaws may be amended, altered and repealed, and new bylaws ‘may be adopted, by the stockholders of the Corporation, or by the Board of Directors when such power is conferred upon the Board of Directors by the Certificate of Incorporation, at any regular or special meeting. No provision of these Bylaws shall vest any property or contract right in any stockholder.

Exhibit 3.30

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
STANDARD CAR TRUCK COMPANY

STANDARD CAR TRUCK COMPANY, a corporation organized and existing under the laws of the State of Delaware, does hereby certify as follows:

1. The name of the corporation is "Standard Car Truck Company." The date of filing its original Certificate of Incorporation with the Secretary of State of Delaware was December 21, 1970, under the name of "Russell Car Truck Company."

2. This Amended and Restated Certificate of Incorporation restates and integrates and further amends the of the Certificate of Incorporation of this corporation as heretofore amended or supplemented.

3. The Board of Directors of Standard Car Truck Company, by the unanimous written consent of its members, duly adopted a resolution setting forth this Amended and Restated Certificate of Incorporation, declaring said Amended and Restated Certificate of Incorporation advisable and directing that it be submitted to the stockholders of said corporation for their unanimous written consent pursuant to Section 228 of the General Corporation Law of Delaware.

4. The Amended and Restated Certificate of Incorporation has been duly adopted by the stockholders of the corporation in accordance with the provisions of Sections 228. 242 and 245 of the General Corporation Law of the State of Delaware.

5. The text of the Certificate of Incorporation as amended or supplemented heretofore is hereby further amended to read as herein set forth in full:

FIRST: The name of the corporation is Standard Car Truck Company.

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

THIRD: The purpose of the corporation is:

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware. The corporation shall be authorized to conduct its business and hold property in any part of the United States and its possessions and in foreign countries.

FOURTH: The total number of shares of stock which the corporation shall have the authority to issue is ten thousand (11,000). The designation of each class, the number of shares of each class, and the par value of each class arc as follows:

Class	Number of Shares	Par Value
Common	10,000	$ .01
Preferred	1,000	$ .01

The powers, preferences, qualifications, limitations and restrictions and the special or relative rights with regard to the shares of each class are as follows:

A. Dividends, The Common Stock shall rank junior to the Preferred Stock with respect to the payment of dividends. The holders of the Preferred Stock and the Common Stock shall be entitled to receive, when and as declared by the corporation's Board of Directors, cash dividends, out of funds of the corporation legally available for such purpose, in proportion to their respective holdings of shares and subject to the terms set forth below.

1. Dividends on the Preferred Stock shall be cumulative from the date of original issue of the Preferred Stock.

2. To dividends shall be declared or paid or set apart for payment on the shares of Common Stock for any period unless full cumulative dividends have been declared and have been or contemporaneously are paid on the Preferred Stock.

3. The dividend rate for the period from the date of original issue of the Preferred Stock shall be eight (8%) percent per annum.

B. Liquidation. The Common Stock shall rank junior to the Preferred Stock with respect to the complete liquidation, dissolution or winding up of the corporation. In the event of the complete liquidation, dissolution or winding up of the corporation (whether voluntary or involuntary), the holders of the Preferred Stock shall have preference and priority over the holders of the Common Stock for payments out of the assets of the corporation, or the proceeds thereof, available for distribution to stockholders after satisfaction of claims of creditors of the corporation.

C. Voting Rights. The holders of the Common Stock shall be entitled to one vote per share at any meeting of the stockholders of the corporation. The holders of Preferred Stock shall have no voting rights and shall have no right to receive notice of any meetings, except as required by law. The Preferred Stock is deemed not to be outstanding for voting purposes.

D. Other Rights and Limitations. With respect to any other rights permitted or limitations imposed by law not herein enumerated, the holders of the Common Stock and Preferred Stock shall be treated as though composing a single class of Common Stock.

FIFTH: The name and mailing address of each incorporator is as follows:

B. J. Consono
100 West Tenth Street
Wilmington, Delaware.

F.J. Obara, Jr.
100 West Tenth Street
Wilmington, Delaware

J.L. Rivera
100 West Tenth Street
Wilmington, Delaware

SIXTH: In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors is expressly authorized and empowered, in the manner provided in the By-Laws of the corporation, to make, alter, amend and repeal the By-Laws of the corporation in any respect not inconsistent with the laws of the State of Delaware or with this Amended and Restated Certificate of Incorporation; to authorize and cause to be executed mortgages and liens upon the real and personal property of the corporation; and to set apart out of any of the funds of the corporation available for dividends a reserve or reserves for any proper purpose and to abolish any such reserve in the manner in which it was created.

In addition to the powers and authorities hereinbefore or by statute expressly conferred upon it, the Board of Directors may exercise all such powers and do all such acts as may be exercised or done by the corporation, subject, nevertheless, to the provisions of the laws of the State of Delaware, this Amended and Restated Certificate of Incorporation and the By-Laws of the corporation.

Any contract, transaction or act of the corporation or of the directors or of any committee which shall be ratified by the holders of a majority of the shares of stock of the corporation present in person or by proxy and voting at any annual meeting, or at any special meeting called for such purpose or by majority written consent, shall, insofar as permitted by law or by this Amended and Restated Certificate of Incorporation, be as valid and as binding as though ratified by every stockholder of the corporation.

The officers, directors, employees and agents of the corporation shall be entitled to indemnification and reimbursement of expenses from the corporation and shall be held harmless by the corporation to the fullest extent permitted under the General Corporation

Law of Delaware, and accordingly Section 145 of the General Corporation Law of Delaware (and any successor provision) is hereby incorporated by reference into this Amended and Restated Certificate of Incorporation.

SEVENTH: Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for this corporation under the provisions of Section 291 of Title 8 of the Delaware Code, or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of Section 279 of Title 3 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this

corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all of the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

EIGHTH: Meetings of stockholders and directors may be held at such place, either within or without the State of Delaware, as may be designated by or in the manner provided in the By-Laws. The books of the corporation may be kept (subject to any provision contained in the laws of the State of Delaware) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the By-Laws of the corporation. Election of directors need not be by ballot unless the By-Laws of the corporation shall so provide.

NINTH: Whenever the vote of stockholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the action may be taken with the written consent of the holders of a majority of the stock, or a greater percentage where required by statute; provided that prompt notice must be given to all stockholders who have not consented in writing.

TENTH: The corporation reserves the right to amend, alter, change or repeal any provision contained in this Amended and Restated Certificate of Incorporation, in the manner now or hereafter prescribed by statute; and all rights conferred upon stockholders are granted subject to this reservation.

IN WITNESS WHEREOF, Standard Car Truck Company has caused this Amended and Restated Certificate of Incorporation to be signed by Richard A. Mathes, its President, this 16th day of May, 1996.

STANDARD CAR TRUCK COMPANY

By: */s/ Richard Mathes*

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE

AND OF REGISTERED AGENT

OF

STANDARD CAR TRUCK COMPANY

It is hereby certified that:

1. The name of the corporation (hereinafter called the “corporation”) is:

STANDARD CAR TRUCK COMPANY

2. The registered office of the corporation within the State of Delaware is hereby changed to 2711 Centerville Road, Suite 400, City of Wilmington 19808, County of New Castle.

3. The registered agent of the corporation within the State of Delaware is hereby changed to Corporation Service Company, the business office of which is identical with the registered office of the corporation as hereby changed.

4. The corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on April 9, 2009

Name:	/s/ *David M. Seitz*
Name:	David M. Seitz
Title:	Vice President

Exhibit 3.31

AMENDED & RESTATED BYLAWS

OF STANDARD CAR TRUCK COMPANY

(hereinafter the "Corporation")

ADOPTED JANUARY 5, 2010

ARTICLE I

STOCKHOLDERS

Section 1.01. Annual Meetings. Annual meetings of the stockholders shall be held, at such date, time and place as may be fixed by the Board of Directors and as set forth in the notice of the meeting.

Section 1.02. Special Meetings. Special meetings of the stockholders may be called at any time, for the purpose or purposes set forth in the call, by the President, the Board of Directors or the holders of at least one-fifth of all the shares of any class outstanding and entitled to vote thereat, by delivering a written request to the Secretary. At any time, upon the written request of any person or persons who have duly called a special meeting, it shall be the duty of the Secretary to fix the date of the meeting, to be held not more than 75 days after receipt of the request, and to give due notice thereof. Special meetings shall be held at such place and at such time and date as the Board of Directors shall determine and as set forth in the notice of the meeting.

Section 1.03. Notice of Annual and Special Meetings. Except as otherwise expressly required by law, notice of each meeting of stockholders, whether annual or special, shall be given, at least 10 and not more than 60 days prior to the date on which the meeting is to be held, to each stockholder of record entitled to vote thereat by delivery of a notice thereof to him personally or by sending a copy thereof through the mail, electronically or by courier, charges prepaid, to his address appearing on the records of the Corporation. Each such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, shall briefly state the purpose or purposes for which the meeting is called. A written waiver of notice, signed by the person or persons entitled to such notice, whether before or after the date and time fixed for the meeting shall be deemed the equivalent of such notice. Neither the business to be

transacted at, nor the purpose of, the meeting need be specified in a waiver of notice of such meeting.

Section 1.04. Quorum. A stockholders' meeting duly called shall not be organized for the transaction of business unless a quorum is present. At any meeting, the presence in person or by proxy of stockholders entitled to cast at least a majority of the votes which all stockholders are entitled to cast on the particular matter shall constitute a quorum for the purpose of considering such matter, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation. The stockholders present at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum. If a meeting cannot be organized because a quorum has not attended, those present may adjourn the meeting from time to time to such time (not more than 30 days after the next previous adjourned meeting) and place as they may determine, without notice other than by announcement at the meeting of the time and place of the adjourned meeting; and in the case of any meeting called for the election of directors, those who attend the second of such adjourned meetings, although entitled to cast less than a majority of the votes entitled to be cast on any matter to be considered at the meeting, shall nevertheless constitute a quorum for the purpose of electing directors.

Section 1.05. Voting. At every meeting of stockholders, each holder of record of issued and outstanding stock of the Corporation entitled to vote at such meeting shall be entitled to vote in person or by proxy and, except where a date has been fixed as the record date for the determination of stockholders entitled to notice of or to vote at such meeting, no holder of record of a share of stock which has been transferred on the books of the Corporation within 10 days next preceding the date of such meeting shall be entitled to notice of or to vote at such meeting in respect of such share so transferred. Resolution of the stockholders shall be adopted, and any action of the stockholders at a meeting upon any matter shall be taken and be valid, only if at least a majority of the votes cast with respect to such resolutions or matter are cast in favor thereof, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation. The Chairman of the Board (if one has been elected and is present) shall be chairman, and the Secretary (if present) shall act as secretary, at all meetings of the stockholders. In the absence of the Chairman of the Board, the President shall be chairman; and

in the absence of both of them, the chairman shall be designated by the Board of Directors or if not so designated shall be elected by the stockholders present; and in the absence of the Secretary, an Assistant Secretary shall act as secretary of the meeting.

Section 1.06. Procedure at Stockholders' Meetings. The organization of each meeting of the stockholders, the order of business thereat and all matters relating to the manner of conducting the meetings shall be determined by the chairman of the meeting, whose decisions may be overruled only by a majority vote (which shall not be by ballot) of the stockholders present and entitled to vote at the meeting in person or by proxy. Meetings shall be conducted in a manner designed to accomplish the business of the meeting in a prompt and orderly fashion and to be fair and equitable to all stockholders, but it shall not be necessary to follow Roberts' Rules of Order or any other manual of parliamentary procedure.

Section 1.07. Action Without a Meeting. Unless otherwise provided by the Certificate of Incorporation, any action required to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, and such written consent is delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business or an officer or agent of the Corporation, having custody of the book in which proceedings of meetings of stockholders are recorded. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE II
DIRECTORS

Section 2.01. Number, Election and Term of Office. The number of directors which shall constitute the full Board of Directors shall be determined by resolution of the board of directors or by the stockholders at the annual meeting, except that in the absence of any such determination, such number shall be one. A full Board of Directors shall be elected at each

annual meeting of the stockholders. Each director shall hold office for the term for which he is elected and thereafter until his successor is duly elected or until his death, resignation or removal. Directors need not be stockholders.

Section 2.02. Annual Meetings. Annual meetings of the Board of Directors shall be held each year at the same place as and immediately after the annual meeting of stockholders, or at such other place and time as shall theretofore have been determined by the Board. At its regular annual meeting, the Board of Directors shall organize itself and elect the officers of the Corporation for the ensuing year, and may transact any other business.

Section 2.03. Regular Meetings. Regular meetings of the Board of Directors may be held at such intervals and at such time and place as shall from time to time be determined by the Board. After there has been such determination and notice thereof has been once given to each person then a member of the Board of Directors, regular meetings may be held at such intervals and time and place without further notice being given.

Section 2.04. Special Meetings. Special meetings of the Board of Directors may be called at anytime by the Board, by the Chairman of the Board, by the President or by any two directors, to be held on such day and at such time and place as shall be specified by the person or persons calling the meeting.

Section 2.05. Notice of Annual and Special Meetings. Except as otherwise expressly required by law, notice of the annual meeting of the Board of Directors need not be given. Except as otherwise expressly required by law, notice of every special meeting of the Board of Directors specifying the place, date and time thereof shall be given to each director either by being mailed on at least the third day prior to the date of the meeting or by being sent by mail, electronically, courier, personally or telephone at least 24 hours prior to the time of the meeting. A written waiver of notice of a special meeting, signed by the person or persons entitled to such notice, whether before or after the date and time stated therein fixed for the meeting, shall be deemed the equivalent of such notice, and attendance of a director at a meeting shall constitute a waiver of notice of such meeting except when the director attends the meeting for the express purpose of objecting, when he enters the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.06. Quorum and Manner of Acting. At all meetings of the Board of Directors, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation, the presence of a majority of the full Board shall be necessary and sufficient to constitute a quorum for the transaction of business. If a quorum is not present at any meeting, the meeting may be adjourned from time to time by a majority of the directors present until a quorum as aforesaid shall be present, but notice of the time and place to which such a meeting is adjourned shall be given to any directors not present either by being sent by mail, electronically, courier, personally or telephone at least eight hours prior to the date of reconvening. Resolutions of the Board of Directors shall be adopted, and any action of the Board at a meeting upon any matter shall be taken and be valid, only with the affirmative vote of at least a majority of the directors present at the meeting, except as otherwise provided herein. The chairman of the Board (if one has been elected and is present) shall be the chairman, and the Secretary (if present) shall act as secretary, at all meetings of the Board. In the absence of the Chairman of the Board, the President shall be chairman, and in the absence of both of them the directors present shall select a member of the Board of Directors to be chairman; and in the absence of the Secretary, the chairman of the meeting shall designate any person to act as secretary of the meeting.

Section 2.07. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or on any committee thereof may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by all members of the Board or such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of committee.

Section 2.08. Participation by Conference Telephone. Members of the Board of Directors of the Corporation, or any committee designated by the Board, may participate in a meeting of the Board or committee by means of teleconference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

Section 2.09. Resignations. A director may resign by submitting his written resignation to the Chairman of the Board (if one has been elected) or to the Secretary. Unless

otherwise specified therein, the resignation of a director need not be accepted to make it effective and shall be effective immediately upon its receipt by such officer or as otherwise specified therein. If the resignation of a director specifies that it shall be effective at some time later than receipt, until that time the resigning director shall be competent to act on all matters before the board of Directors, including filling the vacancy caused by such resignation.

Section 2.10. Removal of Directors. The entire Board of Directors or any individual director may be removed at any time for cause or without cause by the holders of a majority of the shares then entitled to vote at an election of directors. The vacancy or vacancies caused in the Board of Directors by such removal may, but need not, be filled by such stockholders at the same meeting or at a special meeting of the stockholders called for that purpose.

Section 2.11. Vacancies. Any vacancy that shall occur in the Board of Directors by reason of death, resignation, removal, increase in the number of directors or any other cause whatever shall, unless filled as provided in Section 2.10 of this Article II, be filled by a majority of the then members of the Board, whether or not a quorum, and each person so elected shall be a director until he or his successor is elected by the stockholders at a meeting called for the purpose of electing directors, or until his death, resignation or removal.

Section 2.12. Compensation of Directors. The Corporation may allow compensation to its directors for their services, as determined from time to time by resolution adopted by the Board of Directors.

Section 2.13. Committees. The Board of Directors may, by resolution adopted by a majority of the full Board, designate one or more committees consisting of directors to have and exercise such authority of the Board in the management of the business and affairs of the Corporation as the resolution of the Board creating such committee may specify and as is otherwise permitted by law. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from

voting, whether or not he or they constitute a quorum, may unanimously appoint another director to act at the meeting in the place of such absent or disqualified member.

Section 2.14. Personal Liability of Directors.

(a) To the fullest extent that the laws of the State of Delaware, as the same exist or may hereafter be amended, permit elimination of the personal liability of directors, no director of this Corporation shall be personally liable to this Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

(b) The provisions of this Section 2.14 shall be deemed to be a contract with each director of this Corporation who serves as such at any time which this Section 2.14 is in effect, and each such director shall be deemed to be serving as such in reliance on the provisions of this Section 2.14. Any amendment or repeal of this Section 2.14 or adoption of any Bylaw of the Corporation or other provision of the Certification of Incorporation of this Corporation which has the effect of increasing director liability shall operate prospectively only and shall not affect any action taken, or any failure to act, by a director of this Corporation prior to such amendment, repeal, Bylaw or other provision becoming effective.

Section 2.15. Indemnification of and Advancement of Expenses to Directors, Officers and Others.

(a) Right to Indemnification. Except as prohibited by law, every director and officer of the Corporation shall be entitled as of right to be indemnified by the Corporation against all expenses and liability (as those terms are defined below in this Paragraph) incurred by such person in connection with any actual or threatened claim, action, suit or proceeding, whether civil, criminal, administrative, investigative or other, or whether brought by or against such person or by or in the right of the Corporation or otherwise, in which such person may be involved, as a party or otherwise, by reason of such person being or having been a director or officer of the Corporation or a subsidiary of the Corporation or by reason of the fact that such person is or was serving at the request of the Corporation as a director, officer, employee, fiduciary or other representative of another corporation, partnership, joint venture, trust, employee benefit plan or other entity (such claim, action, suit or proceeding hereinafter being

referred to as an "Action"); provided, however, that no such right to indemnification shall exist with respect to an Action brought by an indemnitee (as defined below) against the Corporation (an "Indemnitee Action") except as provided in the last sentence of this Paragraph. Persons who are not directors or officers of the Corporation may be similarly indemnified in respect of service to the Corporation or a subsidiary of the Corporation or to another such entity at the request of the Corporation to the extent the Board of Directors of the Corporation at any time designates any of such persons as entitled to the benefits of this Section. As used in this Section, "indemnitee" includes each director and officer of the Corporation and each other person designated by the Board of Directors of the Corporation as entitled to the benefits of this Section; "expenses" means all expenses actually and reasonably incurred, including fees and expenses of counsel selected by an indemnitee; and "liability" means all liability incurred, including the amounts of any judgments, excise taxes, fines or penalties and any amounts paid in settlement. An indemnitee shall be entitled to be indemnified pursuant to the Section against expenses incurred in connection with an Indemnitee Action if (i) the Indemnitee Action is instituted under Paragraph (c) of this Section and the indemnitee is successful in whole or in part in such Indemnitee Action, (ii) the indemnitee is successful in whole or in part in another Indemnitee Action for which expenses are claimed, or (iii) the indemnification for expenses is included in a settlement of, or is awarded by a court in, such other Indemnitee Action.

(b) Right to Advancement of Expenses. Every indemnitee shall be entitled as of right to have the expenses of the indemnitee in defending any Action or in bringing and pursuing any Indemnitee Action under Paragraph (c) of this Section paid in advance by the Corporation prior to final disposition of the action or Indemnitee Action, provided that the Corporation received a written undertaking by or on behalf of the indemnitee to repay the amount advanced if it should ultimately be determined that the indemnitee is not entitled to be indemnified' for the expenses.

(c) Right of Indemnitee to Bring Action. If a written claim for indemnification under Paragraph (a) of this Section or for advancement of expenses under Paragraph (b) of this Section is not paid in full by the Corporation within 30 days after the claim has been received by the Corporation, the indemnitee may at any time thereafter bring an Indemnitee Action to recover the unpaid amount of the claim and, if successful in whole or in part, the indemnitee

shall also be entitled to be paid the expense of bringing and pursuing such Indemnitee Action. The only defense to an Indemnitee Action to recover on a claim for indemnification under Paragraph (a) of this Section shall be that the conduct of the indemnitee was such that under Delaware law the corporation is prohibited from indemnifying the indemnitee for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel and stockholders) to have made a determination prior to the commencement of such Indemnitee Action that indemnification of the indemnitee is proper in the circumstances, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or stockholders) that the conduct of the indemnitee was such that indemnification is prohibited by Delaware law, shall be a defense to such Indemnitee Action or create a presumption that the conduct of the indemnitee was such that indemnification is prohibited by Delaware law.

(d) Funding and Insurance. The corporation may create a trust fund, grant a security interest, cause a letter of credit to be issued or use other means (whether or not similar to the foregoing) to ensure the payment of all sums required to be paid by the Corporation to effect indemnification as provided in this Section. The corporation may purchase and maintain insurance to protect itself and any indemnitee against any expenses or liability incurred by the indemnitee in connection with any Action, whether or not the Corporation would have the power to indemnify the indemnitee against the expenses or liability by law or under the provisions of the Section.

(e) Non-Exclusivity, Nature and Extent of Rights. The rights to indemnification and advancement of expenses provided for in this Section shall (i) not be deemed exclusive of any other rights, whether now existing or hereafter created, to which any indemnitee may be entitled under any agreement, provision in the Certificate of Incorporation or Bylaws of the Corporation, vote of stockholders or disinterested directors or otherwise, (ii) be deemed to create contractual rights in favor of each indemnitee who serves at any time while this Section is in effect (and each such indemnitee shall be deemed to be serving in reliance on the provision of this Section), (iii) continue as to each indemnitee who has ceased to have the status pursuant to which the indemnitee was entitled or was designated as entitled to indemnification under this Section and inure to the benefit of the heirs and legal representatives of each

indemnitee and (iv) be applicable to Actions commenced after this Section becomes effective, whether arising from acts or omissions occurring before or after this section becomes effective. Any amendment or repeal of this section or adoption of any other Bylaw of this Corporation or other provision of the Certificate of Incorporation of this Corporation which has the effect of limiting in any way the rights to indemnification or advancement of expenses provided for in this Section shall operate prospectively only and shall not affect any action taken, or any failure to act, by an indemnittee prior to such amendment, repeal, Bylaw or other provision becoming effective.

(f) Partial Indemnity. If an indemnitee is entitled under any provision of this Section to indemnification by the Corporation for some or a portion of other expenses or liability incurred by the indemnitee in the preparation, investigation, defense, appeal or settlement of any Action or Indemnitee Action but not, however, for the total amount thereof, the Corporation shall indemnify the indemnitee for the portion of such expenses or liability to which the indemnitee is entitled.

ARTICLE III

OFFICERS AND EMPLOYEES

Section 3.01. Executive Officers. The Executive Officers of the Corporation shall be the President, a Secretary and a Treasurer, and may include a Chairman of the Board and one or more Vice Presidents as the Board of Directors may from time to time determine, all of whom shall be elected by the Board of Directors. Any two or more offices may be held by the same person. Each Executive Officer shall hold office until the next succeeding annual meeting of the Board of Directors and thereafter until his successor is duly elected and qualified, or until his earlier death, resignation or removal.

Section 3.02. Additional Officers, Other Agents and Employees. The Board of Directors may from time to time appoint or hire such additional officers, assistant officers, agents, employees and independent contractors as the Board deems advisable; and the Board or the President shall prescribe their duties, condition of employment and compensation. Subject to the power of the Board of Directors, the President may employ from time to time such other agents, employees, and independent contractors as he may deem advisable for the prompt and

orderly transaction of the business of the Corporation, and he may prescribe their duties and the conditions of their employment, fix their compensation and dismiss them, without prejudice to the contract rights, if any.

Section 3.03. The Chairman. If there shall be a Chairman of the Board, he shall be elected from among the directors, shall preside at all meetings of the stockholders and of the Board, and shall have such other powers and duties as from time to time may be prescribed by the Board.

Section 3.04. The President. The President shall be the chief executive officer of the Corporation. Subject to the control of the Board of Directors, the President shall have general policy supervision of and general management and executive powers over all the property, business, operations and affairs of the Corporation, and shall see that the policies and programs adopted or approved by the Board are carried out. The President shall exercise such further powers and duties as from time to time may be prescribed in these Bylaws or by the Board of Directors.

Section 3.05. The Vice Presidents. The Vice Presidents may be given by resolution of the Board of Directors general executive powers, subject to the control of the President, concerning one or more or all segments of the operations of the Corporation. The Vice Presidents shall exercise such further powers and duties as from time to time may be prescribed in these Bylaws or by the Board of Directors or by the President. At the request of the President or in his absence or disability, the senior Vice President shall exercise all the powers and duties of the President.

Section 3.06. The Secretary and Assistant Secretaries. It shall be the duty of the Secretary (a) to keep or cause to be kept an original or duplicate record of the proceedings of the stockholders and the Board of Directors, and a copy of the Certificate of Incorporation and of the Bylaws; (b) to attend to the giving of notices of the Corporation as may be required by law or these Bylaws; (c) to be custodian of the corporate records and of the seal of the Corporation and see that the seal is affixed to such documents as may be necessary or advisable; (d) to have charge of the stock books of the Corporation, and a share register, giving the names of the stockholders in alphabetical order, and showing their respective addresses, the number and

classes of shares held by each, the number and date of certificates issued for the shares, and the date of cancellation of every certificate surrendered for cancellation; and (e) to exercise all powers and duties incident to the office of Secretary, and such other powers and duties as may be prescribed by the Board of Directors or by the President from time to time. The Secretary by virtue of his office shall be an Assistant Treasurer. The Assistant Secretaries shall assist the Secretary in the performance of his duties and shall also exercise such further powers and duties as from time to time may be assigned to them by the Board of Directors, the President or the Secretary. At the direction of the Secretary or in his absence or disability, an Assistant Secretary shall perform the duties of the Secretary.

Section 3.07. The Treasurer and Assistant Treasurers. The Treasurer shall have custody of all the funds and securities of the Corporation. He shall collect all moneys due the Corporation and deposit such moneys to the credit of the Corporation in such banks, trust companies, or other depositories as may have been duly designated by the Board of Directors. He shall endorse for collection on behalf of the Corporation, checks, notes, drafts and other documents, and may sign and deliver receipts, vouchers and releases of liens evidencing payments made to the Corporation. Subject to Section 5.01 of these Bylaws, he shall cause to be disbursed the funds of the Corporation by payment in cash or by checks or drafts upon the authorized depositories of the Corporation. He shall perform all acts incident to the office of Treasurer and such other duties as may be assigned to him by the Board of Directors. The Treasurer by virtue of his office shall be an Assistant Secretary. The Assistant Treasurers shall assist the Treasurer in the performance of his duties and shall also exercise such further powers and duties as from time to time may be assigned to them by the Board of Directors, the President or the Treasurer. At the direction of the Treasurer or in his absence or disability, as Assistant Treasurer shall perform the duties of the Treasurer.

Section 3.08. Vacancies. Vacancy in any office or position by reason of death, resignation, removal, disqualification, disability or other cause, shall be filled in the manner provided in this Article III for regular election or appointment to such office.

Section 3.09. Delegation of Duties. The Board of Directors may in its discretion delegate for the time being the powers and duties, or any of them, of any officer to any other person whom it may select.

ARTICLE IV
SHARES OF CAPITAL STOCK.

Section 4.01. Share Certificates. Every holder of stock in the Corporation shall be entitled to a certificate or certificates, to be in such form as the Board of Directors may from time to time prescribe, signed by the Chairman of the Board, the President or any Vice President and by the Treasurer or any Assistant Treasurer or the Secretary or any Assistant Secretary. The signatures of such officers may be facsimiles. Each such certificate shall set forth the name of the registered holder thereof, the number and class of shares and the designation of the series, if any, which the certificate represents. The Board of Directors may, if it so determines, direct that certificates for shares of stock of the Corporation be signed by a transfer agent or registered by a registrar or both, in which case such certificates shall not be valid until so signed or registered.

In case any officer of the Corporation who shall have signed, or whose facsimile signature shall have been used on, any certificate of shares of stock of the Corporation shall cease to be such officer, whether because of death, resignation, removal or otherwise, before such certificate shall have been delivered by the Corporation, such certificate shall nevertheless be deemed to have been adopted by the Corporation and may be issued and delivered as though the person who signed such certificate or whose facsimile signature shall have been used thereon had not ceased to be such officer.

Section 4.02. Transfer of Shares. Transfers of shares of stock of the Corporation shall be made only on the books of the Corporation by the registered holder thereof or by his attorney thereunto authorized by an instrument duly executed and filed with the Corporation, and on surrender of the certificate or certificates for such shares properly endorsed or accompanied by properly executed stock powers and evidence of the payment of all taxes imposed upon such transfer. Except as provided in Section 4.04 of this Article IV, every certificate surrendered for transfer shall be cancelled and no new certificate or certificates shall be issued in exchange for any existing certificate until such existing certificate shall have been so cancelled.

Section 4.03. Transfer Agents and Registrars. The Board of Directors may appoint any one or more qualified banks, trust companies or other corporations organized under any law of any state of the United States or under the laws of the United States as agent or agents for the Corporation in the transfer of the stock of the Corporation and likewise may appoint any one or more such qualified banks, trust companies or other corporation as registrar or registrars of the stock of the Corporation.

Section 4.04. Lost, Stolen, Destroyed or Mutilated Certificates. New certificates for shares of stock may be issued to replace certificates lost, stolen, destroyed or mutilated upon such terms and conditions, which may but need not include the giving of a satisfactory bond or other indemnity, as the Board of Directors may from time to time determine.

Section 4.05. Regulations Relating to Shares. The Board of Directors shall have power and authority to make such rules and regulations not inconsistent with these Bylaws or with law as it may deem expedient concerning the issue, transfer and registration of certificates representing shares of stock of the Corporation.

Section 4.06. Holders of Record. The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder and owner in fact thereof and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise expressly provided by the laws of the State of Delaware.

Section 4.07. Fixing the Record Date. The Board of Directors may fix a record date which does not precede the date on which the resolution fixing such record date is adopted: (a) in order to determine the stockholders entitled to notice of or to vote at any meeting of stockholders provided such record date is not less than ten or more than sixty days prior to the date of any such meeting; (b) in order to determine the stockholders entitled to consent to corporate action in writing without a meeting provided such record date is not more than ten days after the date on which the resolution fixing such record date is adopted;. and (c) in order to determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any

change, conversion or exchange of stock, or for the purpose of any other lawful action, provided such record date is not more than sixty days prior to such action.

In such case, only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to notice of, or to vote at, such meeting 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 any record date fixed as aforesaid.

ARTICLE V

LOANS, NOTES, CHECKS, CONTRACTS AND OTHER INSTRUMENTS

Section 5.01. Notes, Checks, etc. All notes, drafts, acceptances, checks, endorsements (other than for deposit) and all evidences of indebtedness of the Corporation whatsoever shall be signed by such officers or agents and shall be subject to such requirements as to countersignature or other conditions as the Board of Directors from time to time may designate. Facsimile signatures on checks may be used unless prohibited by the Board of Directors.

Section 5.02. Execution of Instruments Generally. Except as provided in Section 5.01 of this Article V, all contracts and other instruments requiring execution by the Corporation may be executed and delivered by the President, any Vice President or the Treasurer, and authority to sign any such contracts or instruments, which may be general or confined to specific instances, may be conferred by the Board of Directors upon any other person or persons. Any person having authority to sign on behalf of the corporation may delegate, from time to time, by instrument in writing, all or any part of such authority to any person or persons if authorized so to do by the Board of Directors.

Section 5.03. Proxies in Respect of Stock or Other Securities of Other Corporations. Unless otherwise provided by the Board of Directors, the President may from time to time appoint an attorney or attorneys or an agent or agents of the Corporation to exercise in the name and on behalf of the Corporation the powers and rights which the Corporation may have as the holder of stock or other securities in any other corporation to vote or consent in

respect of such stock or other securities, may instruct the person or persons so appointed as to the manner of exercising such powers and rights and may execute or cause to be executed in the name and on behalf of the Corporation and under its corporate seal or otherwise all such written proxies or other instruments as he may deem necessary or proper in order that the Corporation may exercise its said powers and rights.

ARTICLE VI

GENERAL PROVISIONS

Section 6.01. Offices. The registered office of the Corporation shall be the address determined by the Board of Directors from time to time. The Corporation may have other offices at such place or places as the Board of Directors may from time to time determine or the business of the corporation may require.

Section 6.02. Corporate Seal. The Board of Directors may prescribe the form. of a suitable corporate seal, which shall contain the full name of the Corporation and the year and state of incorporation. Such seal may be used by causing it or a facsimile or reproduction thereof to be affixed to or placed upon the document to be sealed.

Section 6.03. Fiscal Year. Unless otherwise determined by the Board of Directors, the fiscal year of the Corporation shall be the calendar year.

ARTICLE VII

VALIDATION OF CERTAIN CONTRACTS

Section 7.01. No contract or other transaction between the Corporation and another person shall be invalidated or otherwise adversely affected by the fact that any one or more stockholders, directors or officers of the Corporation (i) is pecuniarily or otherwise interested in, or is a stockholder, director, officer, or member of, such other person, or (ii) is a party to, or is in any other way pecuniarily or otherwise interested in, the contract or other transaction, or (iii) is in any way connected with any person pecuniarily or otherwise interested in such contract or other transaction, provided the fact of such interest shall be disclosed or known to the Board of Directors or the stockholders, as the case may be, and in any action of the stockholders or of the Board authorizing or approving any such contract or other transaction, any

and every stockholder or director may be counted in determining the existence of a quorum with like force and effect as though he was not so interested, or was not such a stockholder, director, member or officer, or was not such a party, or was not so connected. Such director, stockholder or officer shall not be liable to account to the Corporation for any profit realized by him from or through any such contract or transaction approved or authorized as aforesaid. As used herein, the term “person” includes a corporation, partnership, firm, association or other legal entity.

ARTICLE VIII

AMENDMENTS

Section 8.01. The Bylaws may be amended, altered and repealed, and new bylaws ‘may be adopted, by the stockholders of the Corporation, or by the Board of Directors when such power is conferred upon the Board of Directors by the Certificate of Incorporation, at any regular or special meeting. No provision of these Bylaws shall vest any property or contract right in any stockholder.

Exhibit 3.32

STATE OF DELAWARE
CERTIFICATE OF INCORPORATION
A STOCK CORPORATION

The undersigned Incorporator, desiring to form a corporation under pursuant to the General Corporation Law of the State of Delaware, hereby certifies as follows:

1. The name of the Corporation is Thermal Transfer Acquisition Corporation.

2. The Registered Office of the corporation in the State of Delaware is located at 2711 Centerville Road, Suite 400 (street), in the City of Wilmington, County of Newcastle Zip Code 19808. The name of the Registered Agent at such address upon whom process against this corporation may be served is Corporation Service Company.

3. The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4. The total amount of stock of this corporation is authorized to issue is 100 shares (number of authorized shares) with a par value of $.001 per share.

5. The name and mailing address of the incorporator are as follows:

Name Young Touchstone Company
Mailing Address 1001 Air Brake Ave
Wilmerding, PA Zip Code 15148

Young Touchstone Company, Incorporator

By: /s/ *Kristine Carpenter*
Incorporator

Name: Kristine Carpenter
Print or Type

Exhibit 3.33

BYLAWS

ADOPTED April 10, 2017

ARTICLE I

STOCKHOLDERS

Section 1.01. Annual Meetings. Annual meetings of the stockholders shall be held, at such date, time and place as may be fixed by the Board of Directors and as set forth in the notice of the meeting.

Section 1.02. Special Meetings. Special meetings of the stockholders may be called at any time, for the purpose or purposes set forth in the call, by the President, the Board of Directors or the holders of at least one-fifth of all the shares of any class outstanding and entitled to vote thereat, by delivering a written request to the Secretary. At any time, upon the written request of any person or persons who have duly called a special meeting, it shall be the duty of the Secretary to fix the date of the meeting, to be held not more than 75 days after receipt of the request, and to give due notice thereof. Special meetings shall be held at such place and at such time and date as the Board of Directors shall determine and as set forth in the notice of the meeting.

Section 1.03. Notice of Annual and Special Meetings. Except as otherwise expressly required by law, notice of each meeting of stockholders, whether annual or special, shall be given, at least 10 and not more than 60 days prior to the date on which the meeting is to be held, to each stockholder of record entitled to vote thereat by delivery of a notice thereof to him personally or by sending a copy thereof through the mail, electronically or by courier, charges prepaid, to his address appearing on the records of the Corporation. Each such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, shall briefly state the purpose or purposes for which the meeting is called. A written waiver of notice, signed by the person or persons entitled to such notice, whether before or after the date and time

fixed for the meeting shall be deemed the equivalent of such notice. Neither the business to be transacted at, nor the purpose of, the meeting need be specified in a waiver of notice of such meeting.

Section 1.04. Quorum. A stockholders' meeting duly called shall not be organized for the transaction of business unless a quorum is present. At any meeting, the presence in person or by proxy of stockholders entitled to cast at least a majority of the votes which all stockholders are entitled to cast on the particular matter shall constitute a quorum for the purpose of considering such matter, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation. The stockholders present at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum. If a meeting cannot be organized because a quorum has not attended, those present may adjourn the meeting from time to time to such time (not more than 30 days after the next previous adjourned meeting) and place as they may determine, without notice other than by announcement at the meeting of the time and place of the adjourned meeting; and in the case of any meeting called for the election of directors, those who attend the second of such adjourned meetings, although entitled to cast less than a majority of the votes entitled to be cast on any matter to be considered at the meeting, shall nevertheless constitute a quorum for the purpose of electing directors.

Section 1.05. Voting. At every meeting of stockholders, each holder of record of issued and outstanding stock of the Corporation entitled to vote at such meeting shall be entitled to vote in person or by proxy and, except where a date has been fixed as the record date for the determination of stockholders entitled to notice of or to vote at such meeting, no holder of record of a share of stock which has been transferred on the books of the Corporation within 10 days next preceding the date of such meeting shall be entitled to notice of or to vote at such meeting in respect of such share so transferred. Resolution of the stockholders shall be adopted, and any action of the stockholders at a meeting upon any matter shall be taken and be valid, only if at least a majority of the votes cast with respect to such resolutions or matter are cast in favor thereof, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation. The Chairman of the Board (if one has been elected and is present)

shall be chairman, and the Secretary (if present) shall act as secretary, at all meetings of the stockholders. In the absence of the Chairman of the Board, the President shall be chairman; and in the absence of both of them, the chairman shall be designated by the Board of Directors or if not so designated shall be elected by the stockholders present; and in the absence of the Secretary, an Assistant Secretary shall act as secretary of the meeting.

Section 1.06. Procedure at Stockholders' Meetings. The organization of each meeting of the stockholders, the order of business thereat and all matters relating to the manner of conducting the meetings shall be determined by the chairman of the meeting, whose decisions may be overruled only by a majority vote (which shall not be by ballot) of the stockholders present and entitled to vote at the meeting in person or by proxy. Meetings shall be conducted in a manner designed to accomplish the business of the meeting in a prompt and orderly fashion and to be fair and equitable to all stockholders, but it shall not be necessary to follow Roberts' Rules of Order or any other manual of parliamentary procedure.

Section 1.07. Action Without a Meeting. Unless otherwise provided by the Certificate of Incorporation, any action required to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, and such written consent is delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business or an officer or agent of the Corporation, having custody of the book in which proceedings of meetings of stockholders are recorded. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE II

DIRECTORS

Section 2.01. Number, Election and Term of Office. The number of directors which shall constitute the full Board of Directors shall be determined by resolution of the board of directors or by the stockholders at the annual meeting, except that in the absence of any such determination, such number shall be one. A full Board of Directors shall be elected at each annual meeting of the stockholders. Each director shall hold office for the term for which he is elected and thereafter until his successor is duly elected or until his death, resignation or removal. Directors need not be stockholders.

Section 2.02. Annual Meetings. Annual meetings of the Board of Directors shall be held each year at the same place as and immediately after the annual meeting of stockholders, or at such other place and time as shall theretofore have been determined by the Board. At its regular annual meeting, the Board of Directors shall organize itself and elect the officers of the Corporation for the ensuing year, and may transact any other business.

Section 2.03. Regular Meetings. Regular meetings of the Board of Directors may be held at such intervals and at such time and place as shall from time to time be determined by the Board. After there has been such determination and notice thereof has been once given to each person then a member of the Board of Directors, regular meetings may be held at such intervals and time and place without further notice being given.

Section 2.04 Special Meetings. Special meetings of the Board of Directors may be called at anytime by the Board, by the Chairman of the Board, by the President or by any two directors, to be held on such day and at such time and place as shall be specified by the person or persons calling the meeting.

Section 2.05. Notice of Annual and Special Meetings. Except as otherwise expressly required by law, notice of the annual meeting of the Board of Directors need not be given. Except as otherwise expressly required by law, notice of every special meeting of the

Board of Directors specifying the place, date and time thereof shall be given to each director either by being mailed on at least the third day prior to the date of the meeting or by being sent by mail, electronically, courier, personally or telephone at least 24 hours prior to the time of the meeting. A written waiver of notice of a special meeting, signed by the person or persons entitled to such notice, whether before or after the date and time stated therein fixed for the meeting, shall be deemed the equivalent of such notice, and attendance of a director at a meeting shall constitute a waiver of notice of such meeting except when the director attends the meeting for the express purpose of objecting, when he enters the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.06. Quorum and Manner of Acting. At all meetings of the Board of Directors, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation, the presence of a majority of the full Board shall be necessary and sufficient to constitute a quorum for the transaction of business. If a quorum is not present at any meeting, the meeting may be adjourned from time to time by a majority of the directors present until a quorum as aforesaid shall be present, but notice of the time and place to which such a meeting is adjourned shall be given to any directors not present either by being sent by mail, electronically, courier, personally or telephone at least eight hours prior to the date of reconvening. Resolutions of the Board of Directors shall be adopted, and any action of the Board at a meeting upon any matter shall be taken and be valid, only with the affirmative vote of at least a majority of the directors present at the meeting, except as otherwise provided herein. The chairman of the Board (if one has been elected and is present) shall be the chairman, and the Secretary (if present) shall act as secretary, at all meetings of the Board. In the absence of the Chairman of the Board, the President shall be chairman, and in the absence of both of them the directors present shall select a member of the Board of Directors to be chairman; and in the absence of the Secretary, the chairman of the meeting shall designate any person to act as secretary of the meeting.

Section 2.07. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or on any committee thereof may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by all

members of the Board or such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of committee.

Section 2.08. Participation by Conference Telephone. Members of the Board of Directors of the Corporation, or any committee designated by the Board, may participate in a meeting of the Board or committee by means of teleconference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

Section 2.09. Resignations. A director may resign by submitting his written resignation to the Chairman of the Board (if one has been elected) or to the Secretary. Unless otherwise specified therein, the resignation of a director need not be accepted to make it effective and shall be effective immediately upon its receipt by such officer or as otherwise specified therein. If the resignation of a director specifies that it shall be effective at some time later than receipt, until that time the resigning director shall be competent to act on all matters before the board of Directors, including filling the vacancy caused by such resignation.

Section 2.10. Removal of Directors. The entire Board of Directors or any individual director may be removed at any time for cause or without cause by the holders of a majority of the shares then entitled to vote at an election of directors. The vacancy or vacancies caused in the Board of Directors by such removal may, but need not, be filled by such stockholders at the same meeting or at a special meeting of the stockholders called for that purpose.

Section 2.11. Vacancies. Any vacancy that shall occur in the Board of Directors by reason of death, resignation, removal, increase in the number of directors or any other cause whatever shall, unless filled as provided in Section 2.10 of this Article II, be filled by a majority of the then members of the Board, whether or not a quorum, and each person so elected shall be a director until he or his successor is elected by the stockholders at a meeting called for the purpose of electing directors, or until his death, resignation or removal.

Section 2.12. Compensation of Directors. The Corporation may allow compensation to its directors for their services, as determined from time to time by resolution adopted by the Board of Directors.

Section 2.13. Committees. The Board of Directors may, by resolution adopted by a majority of the full Board, designate one or more committees consisting of directors to have and exercise such authority of the Board in the management of the business and affairs of the Corporation as the resolution of the Board creating such committee may specify and as is otherwise permitted by law. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another director to act at the meeting in the place of such absent or disqualified member.

Section 2.14. Personal Liability of Directors.

(a) To the fullest extent that the laws of the State of Delaware, as the same exist or may hereafter be amended, permit elimination of the personal liability of directors, no director of this Corporation shall be personally liable to this Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

(b) The provisions of this Section 2.14 shall be deemed to be a contract with each director of this Corporation who serves as such at any time which this Section 2.14 is in effect, and each such director shall be deemed to be serving as such in reliance on the provisions of this Section 2.14. Any amendment or repeal of this Section 2.14 or adoption of any Bylaw of the Corporation or other provision of the Certification of Incorporation of this Corporation which has the effect of increasing director liability shall operate prospectively only and shall not affect any action taken, or any failure to act, by a director of this Corporation prior to such amendment, repeal, Bylaw or other provision becoming effective.

Section 2.15. Indemnification of and Advancement of Expenses to Directors, Officers and Others.

(a) Right to Indemnification. Except as prohibited by law, every director and officer of the Corporation shall be entitled as of right to be indemnified by the Corporation against all expenses and liability (as those terms are defined below in this Paragraph) incurred by such person in connection with any actual or threatened claim, action, suit or proceeding, whether civil, criminal, administrative, investigative or other, or whether brought by or against such person or by or in the right of the Corporation or otherwise, in which such person may be involved, as a party or otherwise, by reason of such person being or having been a director or officer of the Corporation or a subsidiary of the Corporation or by reason of the fact that such person is or was serving at the request of the Corporation as a director, officer, employee, fiduciary or other representative of another corporation, partnership, joint venture, trust, employee benefit plan or other entity (such claim, action, suit or proceeding hereinafter being referred to as an “Action”); provided, however, that no such right to indemnification shall exist with respect to an Action brought by an indemnitee (as defined below) against the Corporation (an “Indemnitee Action”) except as provided in the last sentence of this Paragraph. Persons who are not directors or officers of the Corporation may be similarly indemnified in respect of service to the Corporation or a subsidiary of the Corporation or to another such entity at the request of the Corporation to the extent the Board of Directors of the Corporation at any time designates any of such persons as entitled to the benefits of this Section. As used in this Section, “indemnitee” includes each director and officer of the Corporation and each other person designated by the Board of Directors of the Corporation as entitled to the benefits of this Section; “expenses” means all expenses actually and reasonably incurred, including fees and expenses of counsel selected by an indemnitee; and “liability” means all liability incurred, including the amounts of any judgments, excise taxes, fines or penalties and any amounts paid in settlement. An indemnitee shall be entitled to be indemnified pursuant to the Section against expenses incurred in connection with an Indemnitee Action if (i) the Indemnitee Action is instituted under Paragraph (c) of this Section and the indemnitee is successful in whole or in part in such Indemnitee Action, (ii) the indemnitee is successful in whole or in part in another Indemnitee

Action for which expenses are claimed, or (iii) the indemnification for expenses is included in a settlement of, or is awarded by a court in, such other Indemnitee Action.

(b) Right to Advancement of Expenses. Every indemnitee shall be entitled as of right to have the expenses of the indemnitee in defending any Action or in bringing and pursuing any Indemnitee Action under Paragraph (c) of this Section paid in advance by the Corporation prior to final disposition of the action or Indemnitee Action, provided that the Corporation received a written undertaking by or on behalf of the indemnitee to repay the amount advanced if it should ultimately be determined that the indemnitee is not entitled to be indemnified for the expenses.

(c) Right of Indemnitee to Bring Action. If a written claim for indemnification under Paragraph (a) of this Section or for advancement of expenses under Paragraph (b) of this Section is not paid in full by the Corporation within 30 days after the claim has been received by the Corporation, the indemnitee may at any time thereafter bring an Indemnitee Action to recover the unpaid amount of the claim and, if successful in whole or in part, the indemnitee shall also be entitled to be paid the expense of bringing and pursuing such Indemnitee Action. The only defense to an Indemnitee Action to recover on a claim for indemnification under Paragraph (a) of this Section shall be that the conduct of the indemnitee was such that under Delaware law the corporation is prohibited from indemnifying the indemnitee for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel and stockholders) to have made a determination prior to the commencement of such Indemnitee Action that indemnification of the indemnitee is proper in the circumstances, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or stockholders) that the conduct of the indemnitee was such that indemnification is prohibited by Delaware law, shall be a defense to such Indemnitee Action or create a presumption that the conduct of the indemnitee was such that indemnification is prohibited by Delaware law.

(d) Funding and Insurance. The corporation may create a trust fund, grant a security interest, cause a letter of credit to be issued or use other means (whether or not similar to

the foregoing) to ensure the payment of all sums required to be paid by the Corporation to effect indemnification as provided in this Section. The corporation may purchase and maintain insurance to protect itself and any indemnitee against any expenses or liability incurred by the indemnitee in connection with any Action, whether or not the Corporation would have the power to indemnify the indemnitee against the expenses or liability by law or under the provisions of the Section.

(e) Non-Exclusivity, Nature and Extent of Rights. The rights to indemnification and advancement of expenses provided for in this Section shall (i) not be deemed exclusive of any other rights, whether now existing or hereafter created, to which any indemnitee may be entitled under any agreement, provision in the Certificate of Incorporation or Bylaws of the Corporation, vote of stockholders or disinterested directors or otherwise, (ii) be deemed to create contractual rights in favor of each indemnitee who serves at any time while this Section is in effect (and each such indemnitee shall be deemed to be serving in reliance on the provision of this Section), (iii) continue as to each indemnitee who has ceased to have the status pursuant to which the indemnitee was entitled or was designated as entitled to indemnification under this Section and inure to the benefit of the heirs and legal representatives of each indemnitee and (iv) be applicable to Actions commenced after this Section becomes effective, whether arising from acts or omissions occurring before or after this section becomes effective. Any amendment or repeal of this section or adoption of any other Bylaw of this Corporation or other provision of the Certificate of Incorporation of this Corporation which has the effect of limiting in any way the rights to indemnification or advancement of expenses provided for in this Section shall operate prospectively only and shall not affect any action taken, or any failure to act, by an indemnittee prior to such amendment, repeal, Bylaw or other provision becoming effective.

(f) Partial Indemnity. If an indemnitee is entitled under any provision of this Section to indemnification by the Corporation for some or a portion of other expenses or liability incurred by the indemnitee in the preparation, investigation, defense, appeal or settlement of any Action or Indemnitee Action but not, however, for the total amount thereof, the Corporation shall indemnify the indemnitee for the portion of such expenses or liability to which the indemnitee is entitled.

ARTICLE III

OFFICERS AND EMPLOYEES

Section 3.01. Executive Officers. The Executive Officers of the Corporation shall be the President, a Secretary and a Treasurer, and may include a Chairman of the Board and one or more Vice Presidents as the Board of Directors may from time to time determine, all of whom shall be elected by the Board of Directors. Any two or more offices may be held by the same person. Each Executive Officer shall hold office until the next succeeding annual meeting of the Board of Directors and thereafter until his successor is duly elected and qualified, or until his earlier death, resignation or removal.

Section 3.02. Additional Officers, Other Agents and Employees. The Board of Directors may from time to time appoint or hire such additional officers, assistant officers, agents, employees and independent contractors as the Board deems advisable; and the Board or the President shall prescribe their duties, condition of employment and compensation. Subject to the power of the Board of Directors, the President may employ from time to time such other agents, employees, and independent contractors as he may deem advisable for the prompt and orderly transaction of the business of the Corporation, and he may prescribe their duties and the conditions of their employment, fix their compensation and dismiss them, without prejudice to the contract rights, if any.

Section 3.03. The Chairman. If there shall be a Chairman of the Board, he shall be elected from among the directors, shall preside at all meetings of the stockholders and of the Board, and shall have such other powers and duties as from time to time may be prescribed by the Board.

Section 3.04. The President. The President shall be the chief executive officer of the Corporation. Subject to the control of the Board of Directors, the President shall have general policy supervision of and general management and executive powers over all the property, business, operations and affairs of the Corporation, and shall see that the policies and

programs adopted or approved by the Board are carried out. The President shall exercise such further powers and duties as from time to time may be prescribed in these Bylaws or by the Board of Directors.

Section 3.05. The Vice Presidents. The Vice Presidents may be given by resolution of the Board of Directors general executive powers, subject to the control of the President, concerning one or more or all segments of the operations of the Corporation. The Vice Presidents shall exercise such further powers and duties as from time to time may be prescribed in these Bylaws or by the Board of Directors or by the President. At the request of the President or in his absence or disability, the senior Vice President shall exercise all the powers and duties of the President.

Section 3.06. The Secretary and Assistant Secretaries. It shall be the duty of the Secretary (a) to keep or cause to be kept an original or duplicate record of the proceedings of the stockholders and the Board of Directors, and a copy of the Certificate of Incorporation and of the Bylaws; (b) to attend to the giving of notices of the Corporation as may be required by law or these Bylaws; (c) to be custodian of the corporate records and of the seal of the Corporation and see that the seal is affixed to such documents as may be necessary or advisable; (d) to have charge of the stock books of the Corporation, and a share register, giving the names of the stockholders in alphabetical order, and showing their respective addresses, the number and classes of shares held by each, the number and date of certificates issued for the shares, and the date of cancellation of every certificate surrendered for cancellation; and (e) to exercise all powers and duties incident to the office of Secretary, and such other powers and duties as may be prescribed by the Board of Directors or by the President from time to time. The Secretary by virtue of his office shall be an Assistant Treasurer. The Assistant Secretaries shall assist the Secretary in the performance of his duties and shall also exercise such further powers and duties as from time to time may be assigned to them by the Board of Directors, the President or the Secretary. At the direction of the Secretary or in his absence or disability, an Assistant Secretary shall perform the duties of the Secretary.

Section 3.07. The Treasurer and Assistant Treasurers. The Treasurer shall have custody of all the funds and securities of the Corporation. He shall collect all moneys due the Corporation and deposit such moneys to the credit of the Corporation in such banks, trust companies, or other depositories as may have been duly designated by the Board of Directors. He shall endorse for collection on behalf of the Corporation, checks, notes, drafts and other documents, and may sign and deliver receipts, vouchers and releases of liens evidencing payments made to the Corporation. Subject to Section 5.01 of these Bylaws, he shall cause to be disbursed the funds of the Corporation by payment in cash or by checks or drafts upon the authorized depositories of the Corporation. He shall perform all acts incident to the office of Treasurer and such other duties as may be assigned to him by the Board of Directors. The Treasurer by virtue of his office shall be an Assistant Secretary. The Assistant Treasurers shall assist the Treasurer in the performance of his duties and shall also exercise such further powers and duties as from time to time may be assigned to them by the Board of Directors, the President or the Treasurer. At the direction of the Treasurer or in his absence or disability, as Assistant Treasurer shall perform the duties of the Treasurer.

Section 3.08. Vacancies. Vacancy in any office or position by reason of death, resignation, removal, disqualification, disability or other cause, shall be filled in the manner provided in this Article III for regular election or appointment to such office.

Section 3.09. Delegation of Duties. The Board of Directors may in its discretion delegate for the time being the powers and duties, or any of them, of any officer to any other person whom it may select.

ARTICLE IV

SHARES OF CAPITAL STOCK

Section 4.01. Share Certificates. Every holder of stock in the Corporation shall be entitled to a certificate or certificates, to be in such form as the Board of Directors may from time to time prescribe, signed by the Chairman of the Board, the President or any Vice President and by the Treasurer or any Assistant Treasurer or the Secretary or any Assistant Secretary. The

signatures of such officers may be facsimiles. Each such certificate shall set forth the name of the registered holder thereof, the number and class of shares and the designation of the series, if any, which the certificate represents. The Board of Directors may, if it so determines, direct that certificates for shares of stock of the Corporation be signed by a transfer agent or registered by a registrar or both, in which case such certificates shall not be valid until so signed or registered.

In case any officer of the Corporation who shall have signed, or whose facsimile signature shall have been used on, any certificate of shares of stock of the Corporation shall cease to be such officer, whether because of death, resignation, removal or otherwise, before such certificate shall have been delivered by the Corporation, such certificate shall nevertheless be deemed to have been adopted by the Corporation and may be issued and delivered as though the person who signed such certificate or whose facsimile signature shall have been used thereon had not ceased to be such officer.

Section 4.02. Transfer of Shares. Transfers of shares of stock of the Corporation shall be made only on the books of the Corporation by the registered holder thereof or by his attorney thereunto authorized by an instrument duly executed and filed with the Corporation, and on surrender of the certificate or certificates for such shares properly endorsed or accompanied by properly executed stock powers and evidence of the payment of all taxes imposed upon such transfer. Except as provided in Section 4.04 of this Article IV, every certificate surrendered for transfer shall be cancelled and no new certificate or certificates shall be issued in exchange for any existing certificate until such existing certificate shall have been so cancelled.

Section 4.03. Transfer Agents and Registrars. The Board of Directors may appoint any one or more qualified banks, trust companies or other corporations organized under any law of any state of the United States or under the laws of the United States as agent or agents for the Corporation in the transfer of the stock of the Corporation and likewise may appoint any one or more such qualified banks, trust companies or other corporation as registrar or registrars of the stock of the Corporation.

Section 4.04. Lost, Stolen, Destroyed or Mutilated Certificates. New certificates for shares of stock may be issued to replace certificates lost, stolen, destroyed or mutilated upon such terms and conditions, which may but need not include the giving of a satisfactory bond or other indemnity, as the Board of Directors may from time to time determine.

Section 4.05. Regulations Relating to Shares. The Board of Directors shall have power and authority to make such rules and regulations not inconsistent with these Bylaws or with law as it may deem expedient concerning the issue, transfer and registration of certificates representing shares of stock of the Corporation.

Section 4.06. Holders of Record. The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder and owner in fact thereof and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise expressly provided by the laws of the State of Delaware.

Section 4.07. Fixing the Record Date. The Board of Directors may fix a record date which does not precede the date on which the resolution fixing such record date is adopted: (a) in order to determine the stockholders entitled to notice of or to vote at any meeting of stockholders provided such record date is not less than ten or more than sixty days prior to the date of any such meeting; (b) in order to determine the stockholders entitled to consent to corporate action in writing without a meeting provided such record date is not more than ten days after the date on which the resolution fixing such record date is adopted; and (c) in order to determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, provided such record date is not more than sixty days prior to such action.

In such case, only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to notice of, or to vote at, such meeting 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 any record date fixed as aforesaid.

ARTICLE V

LOANS, NOTES, CHECKS, CONTRACTS AND OTHER INSTRUMENTS

Section 5.01. Notes, Checks, etc. All notes, drafts, acceptances, checks, endorsements (other than for deposit) and all evidences of indebtedness of the Corporation whatsoever shall be signed by such officers or agents and shall be subject to such requirements as to countersignature or other conditions as the Board of Directors from time to time may designate. Facsimile signatures on checks may be used unless prohibited by the Board of Directors.

Section 5.02. Execution of Instruments Generally. Except as provided in Section 5.01 of this Article V, all contracts and other instruments requiring execution by the Corporation may be executed and delivered by the President, any Vice President or the Treasurer, and authority to sign any such contracts or instruments, which may be general or confined to specific instances, may be conferred by the Board of Directors upon any other person or persons. Any person having authority to sign on behalf of the corporation may delegate, from time to time, by instrument in writing, all or any part of such authority to any person or persons if authorized so to do by the Board of Directors.

Section 5.03. Proxies in Respect of Stock or Other Securities of Other Corporations. Unless otherwise provided by the Board of Directors, the President may from time to time appoint an attorney or attorneys or an agent or agents of the Corporation to exercise in the name and on behalf of the Corporation the powers and rights which the Corporation may have as the holder of stock or other securities in any other corporation to vote or consent in respect of such stock or other securities, may instruct the person or persons so appointed as to the manner of exercising such powers and rights and may execute or cause to be executed in the name and on behalf of the Corporation and under its corporate seal or otherwise all such written

proxies or other instruments as he may deem necessary or proper in order that the Corporation may exercise its said powers and rights.

ARTICLES VI

GENERAL PROVISIONS

Section 6.01. Offices. The registered office of the Corporation shall be the address determined by the Board of Directors from time to time. The Corporation may have other offices at such place or places as the Board of Directors may from time to time determine or the business of the corporation may require.

Section 6.02. Corporate Seal. The Board of Directors may prescribe the form of a suitable corporate seal, which shall contain the full name of the Corporation and the year and state of incorporation. Such seal may be used by causing it or a facsimile or reproduction thereof to be affixed to or placed upon the document to be sealed.

Section 6.03. Fiscal Year. Unless otherwise determined by the Board of Directors, the fiscal year of the Corporation shall be the calendar year.

ARTICLE VII

VALIDATION OF CERTAIN CONTRACTS

Section 7.01. No contract or other transaction between the Corporation and another person shall be invalidated or otherwise adversely affected by the fact that any one or more stockholders, directors or officers of the Corporation (i) is pecuniarily or otherwise interested in, or is a stockholder, director, officer, or member of, such other person, or (ii) is a party to, or is in any other way pecuniarily or otherwise interested in, the contract or other transaction, or (iii) is in any way connected with any person pecuniarily or otherwise interested in such contract or other transaction, provided the fact of such interest shall be disclosed or known to the Board of Directors or the stockholders, as the case may be, and in any action of the stockholders or of the Board authorizing or approving any such contract or other transaction, any

and every stockholder or director may be counted in determining the existence of a quorum with like force and effect as though he was not so interested, or was not such a stockholder, director, member or officer, or was not such a party, or was not so connected. Such director, stockholder or officer shall not be liable to account to the Corporation for any profit realized by him from or through any such contract or transaction approved or authorized as aforesaid. As used herein, the term “person” includes a corporation, partnership, firm, association or other legal entity.

ARTICLE VIII

AMENDMENTS

Section 8.01. The Bylaws may be amended, altered and repealed, and new bylaws may be adopted, by the stockholders of the Corporation, or by the Board of Directors when such power is conferred upon the Board of Directors by the Certificate of Incorporation, at any regular or special meeting. No provision of these Bylaws shall vest any property or contract right in any stockholder.

Exhibit 3.34

CERTIFICATE OF INCORPORATION

OF

FANDSTAN ELECTRIC OF SOUTH CAROLINA, INC.

FIRST. The name of this corporation shall be:

FANDSTAN ELECTRIC OF SOUTH CAROLINA, INC.

SECOND. Its registered office in the State of Delaware is to be located at 1013 Centre Road, in the City of Wilmington, County of New Castle, 19805, and its registered agent at such address is CORPORATE AGENTS, INC.

THIRD. The purpose or purposes of the corporation shall be:

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH. The total number of shares of stock which this corporation is authorized to issue is:

One Thousand Five Hundred (1,500) Shares With No Par Value.

FIFTH. The name and mailing address of the incorporator is as follows:

Lamont W. Jones
Corporate Agents, Inc.
1013 Centre Road
Wilmington, DE 19805

SIXTH. The Board of Directors shall have the power to adopt, amend or repeal the by-laws.

IN WITNESS WHEREOF, The undersigned, being the incorporator hereinbefore named, has executed, signed and acknowledged this certificate of incorporation this third day of October, A.D. 1994.

/s/ *Lamont W. Jones*
Lamont W. Jones
Incorporator

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

OF

FANDSTAN ELECTRIC OF SOUTH CAROLINA, INC.

* * * * *

FANDSTAN ELECTRIC OF SOUTH CAROLINA, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of Fandstan Electric of South Carolina, Inc. by the unanimous written consent of its members, filed with the minutes of the Board duly adopted resolutions setting forth a proposed amendment to the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and directed that the proposed amendment be presented to the sole stockholder of this corporation.

RESOLVED. That the Certificate of Incorporation of this corporation be amended by changing the First Article thereof so that, as amended said Article shall be and read as follows:

"The name of the corporation shall be TransTech of South Carolina, Inc."

SECOND: That thereafter, pursuant to resolution of its Board of Directors, the resolution was presented to the sole stockholder of said corporation and such resolution was duly adopted by the written consent of the sole stockholder.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said Fandstan Electric of South Carolina, Inc. has caused this certificate to be signed by Michael Boatelmann, its Vice President this 31st day of January, 1995.

By: /s/ Michael Boatelmann
Michael Boatelmann,
Vice President

CONSENT TO USE OF NAME

TransTech of South Carolina, L.P. a limited partnership organized under the laws of the State of Delaware, hereby consents to the use of the name of TransTech of South Carolina, Inc. in the state of Delaware.

IN WITNESS WHEREOF, the said TransTech of South Carolina, L.P. has caused this consent to be executed and attested by its general partner, this 23rd day of January, 1995.

By: TransTech, Inc.
As General Partner

By: /s/ *Karl Krieger*
Karl Krieger—President

Attest:

By: /s/ [illegible]
Secretary

STATE OF DELAWARE
CERTIFICATE OF CHANGE OF REGISTERED AGENT
AND/OR REGISTERED OFFICE

The corporation organized and existing under the General Corporation Law of the State of Delaware, hereby certifies as follows:

1. The name of the corporation is TRANSTECH OF SOUTH CAROLINA, INC.

2. The Registered Office of the corporation in the State of Delaware is changed to 2711 Centerville Road, Suite 400, in the City of Wilmington, DE, County of New Castle, Zip Code 19808. The name of the Registered Agent at such address upon whom process against this Corporation may be served is Corporation Service Company.

3. The foregoing change to the registered office/agent was adopted by a resolution of the Board of Directors of the corporation.

By: /s/ *David M. Seitz*
Authorized Officer

Name: David M. Seitz, VP & Secretary
Print or Type

Exhibit 3.35

Exhibit A

BY-LAWS

of

FANDSTAN ELECTRIC OF SOUTH CAROLINA, INC.

As adopted October 3, 1994

FANDSTAN ELECTRIC OF

SOUTH CAROLINA, INC.

A Delaware Corporation

BY-LAWS

ARTICLE I

STOCKHOLDERS

Section 1.1 Annual Meeting.

An annual meeting of stockholders for the purpose of electing directors and of transacting such other business as may come before it shall be held each year at such date, time, and place, either within or without the State of Delaware, as may be specified by the Board of Directors.

Section 1.2 Special Meetings.

Special meetings of stockholders for any purpose or purposes may be held at any time upon call of the Chairman of the Board, if any, the President, the Secretary, or a majority of the Board of Directors, at such time and place either within or without the State of Delaware as may be stated in the notice. A special meeting of stockholders shall be called by the President or the Secretary upon the written request, stating time, place, and the purpose or purposes of the meeting, of stockholders who together own of record a majority of the outstanding stock of all classes entitled to vote at such meeting.

Section 1.3 Notice of Meetings.

Written notice of stockholders meetings, stating the place, date, and hour thereof, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given by the Chairman of the Board, if any, the President, any Vice President, the Secretary, or an Assistant Secretary, to each stockholder entitled to vote thereat at least ten days but not more than sixty days before the date of the meeting, unless a different period is prescribed by law.

Section 1.4 Quorum.

Except as otherwise provided by law or in the Certificate of Incorporation or these By-Laws, at any meeting of stockholders, the holders of a majority of the outstanding shares of each class of stock entitled to vote at the meeting shall be present or represented by proxy in order to constitute a quorum for the transaction of any business. In the absence of a quorum, a majority in interest of the stockholders present or the chairman of the meeting may adjourn the meeting from time to time in the manner provided in Section 1.5 of these By-Laws until a quorum shall attend.

Section 1.5 Adjournment.

Any meeting of stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 1.6 Organization.

The Chairman of the Board, if any, or in his absence the President, or in their absence any Vice President, shall call to order meetings of stockholders and shall act as chairman of such meetings. The Board of Directors or, if the Board fails to act, the stockholders may appoint any stockholder, director, or officer of the Corporation to act as chairman of any meeting in the absence of the Chairman of the Board, the President, and all Vice Presidents. The Secretary of the Corporation shall act as secretary of all meetings of stockholders, but, in the absence of the Secretary, the chairman of the meeting may appoint any other person to act as secretary of the meeting.

Section 1.7 Voting.

Except as otherwise provided by law or in the Certificate of Incorporation or these By-Laws and except for the election of directors, at any meeting duly called and held at which a quorum is present, a majority of the votes cast at such meeting upon a given question by the holders of outstanding shares of stock of all classes of stock of the Corporation entitled to vote thereon who are present in person or by proxy shall decide such question. At any meeting duly called and held for the election of directors at which a quorum is present, directors shall be elected by a plurality of the votes cast by the holders (acting as such) of shares of stock of the Corporation entitled to elect such directors.

ARTICLE II

BOARD OF DIRECTORS

Section 2.1 Number and Term of Office.

The business, property, and affairs of the Corporation shall be managed by or under the direction of a board of two directors; provided, however, that the Board, by resolution adopted by vote of a majority of the then authorized number of directors, may increase or

decrease the number of directors. The directors shall be elected by the holders of shares entitled to vote thereon at the annual meeting of stockholders, and each shall serve (subject to the provisions of Article IV) until the next succeeding annual meeting of stockholders and until his respective successor has been elected and qualified.

Section 2.2 Chairman of the Board.

The directors may elect one of their members to be Chairman of the Board of Directors. The Chairman shall be subject to the control of and may be removed by the Board of Directors. He shall perform such duties as may from time to time be assigned to him by the Board.

Section 2.3 Meetings.

The annual meeting of the Board of Directors, for the election of officers and the transaction of such other business as may come before the meeting, shall be held without notice at the same place as, and immediately following, the annual meeting of the stockholders.

Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the Board. Special meetings of the Board of Directors shall be held at such time and place as shall be designated in the notice of the meeting whenever called by the Chairman of the Board, if any, the President, or by a majority of the directors then in office.

Section 2.4 Notice of Special Meetings.

The Secretary, or in his absence any other officer of the Corporation, shall give each director notice of the time and place of holding of special meetings of the Board of Directors by mail at least four days before the meeting, or by telegram, cable, facsimile, or personal service at least two days before the meeting. Unless otherwise stated in the notice

thereof, any and all business may be transacted at any meeting without specification of such business in the notice.

Section 2.5 Quorum and Organization of Meetings.

A majority of the total number of members of the Board of Directors as constituted from time to time shall constitute a quorum for the transaction of business, but, if at any meeting of the Board of Directors (whether or not adjourned from a previous meeting) there shall be less than a quorum present, a majority of those present may adjourn the meeting to another time and place, and the meeting may be held as adjourned without further notice or waiver. Except as otherwise provided by law or in the Certificate of Incorporation or these By- Laws, a majority of the directors present at any meeting at which a quorum is present may decide any question brought before such meeting. Meetings shall be presided over by the Chairman of the Board, if any, or in his absence by the President, or in the absence of both by such other person as the directors may select. The Secretary of the Corporation shall act as secretary of the meeting, but in his absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 2.6 Committees.

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

the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business, property, and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have power or authority in reference to amending the Certificate of Incorporation of the Corporation (except that a committee may, to the extent authorized in the resolution or resolutions providing for the issuance of shares of stock adopted by the Board of Directors pursuant to authority expressly granted to the Board of Directors by the Corporation's Certificate of Incorporation, fix any of the preferences or rights of such shares relating to dividends, redemption, dissolution, any distribution of assets of the Corporation, or the conversion into, or the exchange of such shares for, shares of any other class or classes or any other series of the same or any other class or classes of stock of the Corporation), adopting an agreement of merger or consolidation under Section 251 or 252 of the General Corporation Law of the State of Delaware, recommending to the stockholders the sale, lease, or exchange of all or substantially all of the Corporation's property and assets, recommending to the stockholders a dissolution of the corporation or a revocation of dissolution, or amending these By-Laws; and, unless the resolution expressly so provided, no such committee shall have the power or authority to declare a dividend, to authorize the issuance of stock, or to adopt a certificate of ownership and merger pursuant to Section 253 of the General Corporation Law of the State of Delaware. Each committee which may be established by the Board of Directors pursuant to these By-Laws may fix its own rules and procedures. Notice of meetings of committees, other than of regular meetings provided for by the rules, shall be given to committee members. All action taken by committees shall be recorded in minutes of the meetings.

Section 2.7 Action Without Meeting.

Nothing contained in these By-Laws shall be deemed to restrict the power of members of the Board of Directors or any committee designated by the Board to take any action required or permitted to be taken by them without a meeting.

Section 2.8 Telephone Meetings.

Nothing contained in these By-Laws shall be deemed to restrict the power of members of the Board of Directors, or any committee designated by the Board, to participate in a meeting of the Board, or committee, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other.

ARTICLE III

OFFICERS

Section 3.1 Executive Officers.

The executive officers of the Corporation shall be a Chairman of the Board, a President, one or more Vice Presidents, a Treasurer, and a Secretary, each of whom shall be elected by the Board of Directors. The Board of Directors may elect or appoint such other officers (including a Controller and one or more Assistant Treasurers and Assistant Secretaries) as it may deem necessary or desirable. Each officer shall hold office for such term as may be prescribed by the Board of Directors from time to time. Any person may hold at one time two or more offices.

Section 3.2 Powers and Duties.

The Chairman of the Board, if any, or, in his absence, the President, shall preside at all meetings of the stockholders and of the Board of Directors. The President shall be the chief executive officer of the Corporation. In the absence of the President, a Vice President appointed

by the President or, if the President fails to make such appointment, by the Board, shall perform all the duties of the President. The officers and agents of the Corporation shall each have such powers and authority and shall perform such duties in the management of the business, property, and affairs of the Corporation as generally pertain to their respective offices, as well as such powers and authorities and such duties as from time to time may be prescribed by the Board of Directors.

ARTICLE IV

RESIGNATIONS, REMOVALS, AND VACANCIES

Section 4.1 Resignations.

Any director or officer of the Corporation, or any member of any committee, may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary of the Corporation. Any such resignation shall take effect at the time specified therein or, if the time be not specified therein, then upon receipt thereof. The acceptance of such resignation shall not be necessary to make it effective.

Section 4.2 Removals.

The Board of Directors, by a vote of not less than a majority of the entire Board, at any meeting thereof, or by written consent, at any time, may, to the extent permitted by law, remove with or without cause from office or terminate the employment of any officer or member of any committee and may, with or without cause, disband any committee.

Any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of the shares entitled at the time to vote at an election of directors.

Section 4.3 Vacancies.

Any vacancy in the office of any director or officer through death, resignation, removal, disqualification, or other cause, and any additional directorship resulting from increase in the number of directors, may be filled at any time by a majority of the directors then in office (even though less than a quorum remains) or, in the case of any vacancy in the office of any director, by the stockholders, and, subject to the provisions of this Article IV, the person so chosen shall hold office until his successor shall have been elected and qualified; or, if the person so chosen is a director elected to fill a vacancy, he shall (subject to the provisions of this Article IV) hold office for the unexpired term of his predecessor.

ARTICLE V

CAPITAL STOCK

Section 5.1 Stock Certificates.

The certificates for shares of the capital stock of the Corporation shall be in such form as shall be prescribed by law and approved, from time to time, by the Board of Directors.

Section 5.2 Transfer of Shares.

Shares of the capital stock of the Corporation may be transferred on the books of the Corporation only by the holder of such shares or by his duly authorized attorney, upon the surrender to the Corporation or its transfer agent of the certificate representing such stock properly endorsed.

Section 5.3 Fixing Record Date.

In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion, or exchange of stock, or for the purpose of any

other lawful action, the Board of Directors may fix, in advance, a record date, which, unless otherwise provided by law, shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action.

Section 5.4 Lost Certificates.

The Board of Directors or any transfer agent of the Corporation may direct a new certificate or certificates representing stock of the Corporation to be issued in place of any certificate or certificates theretofore issued by the Corporation, alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen, or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors (or any transfer agent of the Corporation authorized to do so by a resolution of the Board of Directors) may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen, or destroyed certificate or certificates, or his legal representative, to give the Corporation a bond in such sum as the Board of Directors (or any transfer agent so authorized) shall direct to indemnify the Corporation against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen, or destroyed or the issuance of such new certificates, and such requirement may be general or confined to specific instances.

Section 5.5 Regulations.

The Board of Directors shall have power and authority to make all such rules and regulations as it may deem expedient concerning the issue, transfer, registration, cancellation, and replacement of certificates representing stock of the Corporation.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Corporate Seal.

The corporate seal shall have inscribed thereon the name of the Corporation the year of its organization, and the words “Corporate Seal” and “Delaware”.

Section 6.2 Fiscal Year.

The fiscal year of the Corporation shall begin on January 1, and end on December 31.

Section 6.3 Notices and Waivers Thereof.

Whenever any notice whatever is required by law, the Certificate of Incorporation, or these By-Laws to be given to any stockholder, director, or officer, such notice, except as otherwise provided by law, may be given personally, or by mail, or, in the case of directors or officers, by telegram, cable, facsimile, or telecopy, addressed to such address as appears on the books of the Corporation. Any notice given by telegram, cable, or facsimile shall be deemed to have been given when it shall have been delivered for transmission and any notice given by mail shall be deemed to have been given when it shall have been deposited in the United States mail with postage thereon prepaid.

Whenever any notice is required to be given by law, the Certificate of Incorporation, or these By-Laws, a written waiver thereof, signed by the person entitled to such notice, whether before or after the meeting or the time stated therein, shall be deemed equivalent in all respects to such notice to the full extent permitted by law.

Section 6.4 Stock of Other Corporations or Other Interests.

Unless otherwise ordered by the Board of Directors, the President, the Secretary, and such attorneys or agents of the Corporation as may be from time to time authorized by the

Board of Directors or the President, shall have full power and authority on behalf of this Corporation to attend and to act and vote in person or by proxy at any meeting of the holders of securities of any corporation or other entity in which this corporation may own or hold shares or other securities, and at such meetings shall possess and may exercise all the rights and powers incident to the ownership of such shares or other securities which this Corporation, as the owner or holder thereof, might have possessed and exercised if present. The President, the Secretary, or such attorneys or agents, may also execute and deliver on behalf of this Corporation powers of attorney, proxies, consents, waivers, and other instruments relating to the shares or securities owned or held by this Corporation.

ARTICLE VII

AMENDMENTS

The holders of shares entitled at the time to vote for the election of directors shall have power to adopt, amend, or repeal the By-Laws of the Corporation by vote of not less than a majority of such shares, and except as otherwise provided by law, the Board of Directors shall have power equal in all respects to that of the stockholders to adopt, amend, or repeal the By-Laws by vote of not less than a majority of the entire Board. However, any By-Law adopted by the Board may be amended or repealed by vote of the holders of a majority of the shares entitled at the time to vote for the election of directors.

Exhibit 3.36

FOURTH AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

TURBONETICS HOLDINGS, INC.

(Adopted pursuant to Sections 242 and 245 of the General Corporation Law of the State of Delaware)

TURBONETICS HOLDINGS, INC., a corporation organized and existing under the provisions of the General Corporation Law of the State of Delaware (the "General Corporation Law"),

DOES HEREBY CERTIFY:

A: That the name of this corporation is Turbonetics Holdings, Inc. (the "Corporation"), and that this Corporation was originally incorporated pursuant to the General Corporation Law on December 14, 2006.

B. That the Corporation's original Certificate of Incorporation was amended and restated in its entirety through the filing of an Amended and Restated Certificate of Incorporation with the office of the Delaware Secretary of State on January 3, 2007, which was further amended and restated by the filing of a Second Amended and Restated Certificate of Incorporation with the office of the Delaware Secretary of State on January 5, 2007, and which was further amended and restated by the filing of a Third Amended and Restated Certificate of Incorporation with the office of the Delaware Secretary of State on January 17; 2008 (the "Existing Certificate").

C. That the Board of Directors of the Corporation (the "Board of Directors") has duly adopted resolutions proposing an amendment and restatement of the Existing Certificate, which resolutions set forth the proposed amendment and restatement as set forth herein (the "Restated Certificate"), and declaring such Restated Certificate to be advisable and in the best interests of the Corporation and its stockholders.

D. That the Restated Certificate was duly adopted and approved by resolution of the Corporation's stockholders.

E. The Existing Certificate of the Corporation is amended and restated in its entirety as follows:

* * * * *

ARTICLE I
Name

The name of the corporation is Turbonetics Holdings, Inc.

ARTICLE II
Address; Registered Agent

The address of the Corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, 19801. The name of its registered agent is The Corporation Trust Company.

ARTICLE III
Purpose

The nature of the business or purpose to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law.

ARTICLE IV
Capital Stock

SECTION 1: Capital Stock Authorized. The aggregate number of shares of capital stock that the Corporation has the authority to issue is One Hundred and Fifty Thousand, (150,000) shares, divided into classes as follows:

Preferred Stock.

Fifty Thousand (50,000) shares shall be shares of Preferred Stock, par value $0.01 per share (the "Preferred Shares"), of which One Thousand Seven Hundred and Fifty (1,750) shares shall be shares of Series A 8% Participating Preferred Stock (the "Series A Preferred Shares"), and Five Thousand Three Hundred (5,300) shares shall be shares of Series B 8% Participating Preferred Stock (the "Series B Preferred Shares")

Common Stock.

One Hundred Thousand (100,000) shares shall be shares of Common Stock, par value $0.01 per share (the "Common Shares").

Subject to compliance with applicable protective voting rights which are granted to the Preferred Shares or series thereof in this Restated Certificate, as amended and restated from time to time, applicable protective voting rights granted to the Preferred Shares or series thereof in contractual arrangements that may exist from time to time, including, without limitation, any stockholders or similar agreements among the Corporation and its stockholders, and requirements and restrictions of applicable law (collectively, "Protective Provisions"), the Board of Directors is authorized, without any further action on the part of the Corporation's

stockholders except as otherwise required by law, to provide for the issuance of all or any of the remaining shares and to determine for each such series, such voting powers, full or limited, or no voting powers, and such designations, preferences, and relative, participating, optional, or other rights and such qualifications, limitations, or restrictions thereof, as will be stated and expressed in the resolution or resolutions adopted by the Board of Directors providing for the issuance of such shares, and as may be permitted by the General Corporation Law.

Subject to compliance with applicable Protective Provisions, the Board of Directors is also authorized to increase or decrease the number of shares of any series prior or subsequent to the issuance of that series, but not below the number of shares of such series then outstanding. In case the number of shares of any series will be so decreased, the shares constituting such decrease will resume the status which they had (i.e., as serial undesignated Common Shares or Preferred Shares, as applicable) prior to the adoption of the resolution originally fixing the number of shares of such series.

SECTION 2: Ranking.

(a) Series A Preferred. Except as otherwise expressly provided in this Article IV, the Series A Preferred Shares shall rank senior to the Common Shares and any other shares of Series A Junior Stock (as such term is defined below), shall rank junior to the Series B Preferred Shares and any other shares of Series A Senior Stock (as such term is defined below), and shall rank on a parity with any shares of Series A Parity Stock (as such term is defined below), in each case with respect to the payment of dividends and the making of other distributions to the holders of capital stock including, without limitation, upon a liquidation, dissolution, or winding up of the Corporation (as provided in Section 4 hereof). For purposes hereof, (i) "Series B Senior Stock" shall mean the Series B Preferred Shares and any other class or series of capital stock that ranks senior to the Series A Preferred Shares in the payment of dividends or the making of other distributions, including, without limitation, upon a liquidation or mandatory redemption, (ii) "Series A Junior Stock" shall mean the Common Shares and any other class or series of capital stock that ranks junior to the Series A Preferred Shares in the payment of dividends or the making of other distributions, including, without limitation, upon a liquidation or mandatory redemption, and (iii) "Series A Parity Stock" shall mean any class or series of capital stock which ranks on a parity with the Series A Preferred Shares in the payment of dividends or the making of other distributions, including, without limitation, upon a liquidation or mandatory redemption.

(b) Series B Preferred. Except as otherwise expressly provided in this Article IV, the Series B Preferred shares shall rank senior to the Series A Shares, the Common Shares, and all other Series B Junior Stock (as such term is defined below), shall rank junior to any shares of Series B Senior Stock (as such term is defined below), and shall rank on a parity with any shares of Series B Parity Stock (as such term is defined below), in each case with respect to the payment of dividends and the making of other distributions to the holders of capital stock including, without limitation, upon a liquidation, dissolution, or winding up of the Corporation (as provided in Section 4 hereof). For purposes hereof, (i) "Series B Senior Stock" shall mean any class or series of capital stock that ranks senior to the Series B Preferred Shares in the payment of dividends or the making of other distributions, including, without limitation, upon a liquidation or mandatory redemption, (ii) "Series B Junior Stock" shall mean the Series A

Preferred Shares and Common Shares and any other class or series of capital stock that ranks junior to the Series B Preferred Shares in the payment of dividends or the making of other distributions, including, without limitation, upon a liquidation or mandatory redemption, and (iii) "Series B Parity Stock" shall mean any class or series of capital stock which ranks on a parity with the Series B Preferred Shares in the payment of dividends or the making of other distributions, including, without limitation, upon a liquidation or mandatory redemption.

SECTION 3: Dividends.

(a) Series B Preferred Dividends. The holders of Series B Preferred Shares shall be entitled to receive, subject to the rights of any shares of Series B Senior Stock, but prior and in preference to the declaration or payment of any dividend or distribution to the holders of any Series A Preferred Shares, Common Shares, or any other shares of Series B Junior Stock, out of any assets of the Corporation legally available therefor, cumulative cash dividends at a per share rate of 8% of the original issuance price of each Series B Preferred Share (*i.e*., 8% of $333.33 per Series B Preferred Share, as adjusted to reflect stock dividends, stock splits, recapitalizations and the like which affect the number of issued and outstanding shares of such series) (the "Original Series B Issuance Price") per annum, from and including the Original Series B Issuance Date (as that term is defined below), calculated on the basis of a year of 360 days consisting of twelve 30-day months, on each outstanding Series A Preferred Share. Such dividends shall be cumulative from the date of issuance and shall accrue whether or not they have been declared by the Board of Directors, and whether or not there are profits, surplus or other funds of the Corporation legally available for the payment of dividends. The date on which the Corporation initially issued Series B Preferred Shares will be deemed to be the "Original Series B Issuance Date" of the Series B Preferred, regardless of the number of times any transfer of any Series B Preferred Share is made. Any accumulation of dividends on the Series B Preferred Shares will not bear interest.

Accumulated but unpaid dividends will be paid to the holders of Series B Preferred Shares, to the extent assets are legally available therefor, upon the earlier to occur of:

(i) the consummation of the Corporation's sale of its Common Shares in a firm commitment underwritten public offering (an "IPO") pursuant to a registration Statement declared effective under the Securities Act of 1933, as amended, or any successor act (the "Securities Act"); or

(ii) the consummation of a Sale Transaction (as that term is defined in Section 4(e) below).

If upon the occurrence of the events described in this Section 3(a), the assets and funds thus distributed among the holders of the Series B Preferred Shares are insufficient to permit the payment to such holders of the full amount of the aforesaid dividends, then the entire assets and funds of the Corporation legally available for the payment of dividends will be distributed ratably among the holders of the Series B Preferred Shares in proportion to the aggregate amount of dividends each such holder would otherwise be entitled to receive.

(b) Series A Preferred Dividends. The holders of Series A Preferred Shares shall be entitled to receive, subject to the rights of the Series B Preferred Shares or any other shares of Series A Senior Stock, but prior and in preference to the declaration or payment of any dividend or distribution to the holders of any Common Shares or any other Series A Junior Stock, out of any assets of the Corporation legally available therefor, cumulative cash dividends at a per share rate of 8% of the original issuance price of each Series A Preferred Share (*i.e*., 8% of $1,000 per Series A Preferred Share, as adjusted to reflect stock dividends, stock splits, recapitalizations and the like which affect the number of issued and outstanding shares of such series) (the "Original Series A Issuance Price") per annum, from and including the Original Series A Issuance Date (as that term is defined below), calculated on the basis of a year of 360 days consisting of twelve 30-day months, on each outstanding Series A Preferred Share. Such dividends shall be cumulative from the date of issuance and shall accrue whether or not they have been declared by the Board of Directors, and whether or not there are profits, surplus or other funds of the Corporation legally available for the payment of dividends. The date on which the Corporation initially issued Series A Preferred Shares will be deemed to be the "Original Series A Issuance Date" of the Series A Preferred, regardless of the number of times any transfer of any Series A Preferred Share is made. Any accumulation of dividends on the Series A Preferred Shares will not bear interest.

Accumulated but unpaid dividends will be paid to the holders of Series A Preferred Shares, to the extent assets are legally available therefor, upon the earlier to occur of:

(i) the consummation of an IPO; or

(ii) the consummation of a Sale Transaction.

If upon the occurrence of the events described in this Section 3(b), the assets and funds thus distributed among the holders of the Series A Preferred Shares are insufficient to permit the payment to such holders of the full amount of the aforesaid dividends, then the entire assets and funds of the Corporation legally available for the payment of dividends will be distributed ratably among the holders of the Series A Preferred Shares in proportion to the aggregate amount of dividends each such holder would otherwise be entitled to receive.

(c) Participation. The holders of Series A Preferred Shares and Series B Preferred Shares shall be entitled to receive dividends and other distributions equivalent to those declared or paid on Common Shares determined as if the Series A Preferred Shares and Series B Preferred Shares had been converted into Common Shares on an as-converted basis, and payable when, as and if declared by the Board of Directors on such Common Shares.

SECTION 4: Liquidation.

(a) Series B Preferred Shares. Subject to the rights of any Series B Senior Stock, in the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the holders of Series B Preferred Shares shall first be entitled, before any distribution or payment is made to the holders of the Series A Preferred Shares, the Common Shares, or any other shares of Series B Junior Stock, to be paid an amount per share equal to the Original Series B Issuance Price of each Series B Preferred Share (*i.e*., $333.33 per share) (as

adjusted to reflect stock dividends, stock splits, recapitalizations and the like which affect the number of issued and outstanding shares of such series) plus, in the case of each Series B Preferred, an amount equal to all unpaid dividends (whether accrued or declared) thereon, computed to the date payment thereof is made available. If upon such liquidation, dissolution, or winding up of the Corporation, whether voluntary or involuntary, the assets and funds thus distributed among the holders of the Series B Preferred Shares will be insufficient to permit the payment to such holders of the full aforesaid preferential amounts, then the entire assets and funds of the Corporation legally available for distribution will be distributed ratably among the holders of the Series B Preferred Shares in proportion to the aggregate preferential amount each such holder would otherwise be entitled to receive.

(b) Series A Preferred Shares. Subject to the rights of the Series B Preferred Shares or any shares of Series A Senior Stock, in the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the holders of Series A Preferred Shares shall first be entitled, before any distribution or payment is made to the holders of the Common Shares, or any other shares of Series A Junior Stock, to be paid an amount per share equal to the Original Series A Issuance Price of each Series A Preferred Share (*i.e.*, $1,000 per share) (as adjusted to reflect stock dividends, stock splits, recapitalizations and the like which affect the number of issued and outstanding shares of such series) plus, in the case of each Series A Preferred, an amount equal to all unpaid dividends (whether accrued or declared) thereon, computed to the date payment thereof is made available. If upon such liquidation, dissolution, or winding up of the Corporation, whether voluntary or involuntary, the assets and funds thus distributed among the holders of the Series A Preferred Shares will be insufficient to permit the payment to such holders of the full aforesaid preferential amounts, then the entire assets and funds of the Corporation legally available for distribution will be distributed ratably among the holders of the Series A Preferred Shares in proportion to the aggregate preferential amount each such holder would otherwise be entitled to receive.

(c) Common Shares; Participation. In the event of any liquidation, dissolution, or winding up of the Corporation, whether voluntary or involuntary, after payment has been made to the holders of the Series A Preferred Shares and the holders of the Series B Preferred Shares of the full amounts to which they shall be entitled pursuant to Section 4(a) and Section 4(b) hereof, the remaining net assets of the Corporation available for distribution shall be distributed ratably among the holders of Series A Preferred Shares, Series B Preferred Shares, and Common Shares, (with each Series A Preferred Share and Series B Preferred Share being deemed, for such purpose, to be equal to the number of Common Shares (including fractions of a share) into which such Series A Preferred Share or Series B Preferred Share, as applicable, is convertible immediately prior to the close of business on the business day fixed for such distribution).

(d) Notices. Written notice of any liquidation, dissolution or winding up, stating a payment date, the amount to be paid pursuant to Sections 4(a), 4(b), or 4(c), as applicable, and the place where such payments shall be payable, shall be delivered in person, mailed by certified or registered mail, return receipt requested, or sent by telecopier or telex, not less than ten (10) days prior to the payment date stated therein, to the stockholders of record of the Corporation, such notice to be addressed to each such holder at its address as shown by the records of the Corporation.

(e) Deemed Liquidation.

(i) A liquidation, dissolution, or winding up of the Corporation will be deemed to be occasioned by or to include the consummation of the sale of all or substantially all of the assets of the Corporation or the acquisition of the Corporation by another entity by means of any transaction or series of related transactions (including, without limitation, any acquisition of capital stock, reorganization, merger, or consolidation but, excluding any merger effected exclusively for the purpose of changing the domicile of the Corporation), or the sale, lease, abandonment, transfer or other disposition by the Corporation of all or substantially all its assets, or the sale, lease, transfer or other disposition by the Corporation of all or substantially all of the assets, of any business division or subsidiary of the Corporation (collectively, a "Sale Transaction"). Notwithstanding the foregoing, however, for purposes of this Certificate of Incorporation, a Sale Transaction will not include a sale or acquisition in which: (A) the Corporation's stockholders of record as constituted immediately prior to such sale or acquisition will, immediately after such acquisition or sale (by virtue of securities issued as consideration for the Corporation's acquisition or sale or otherwise), hold at least fifty percent (50%) of the voting power of the Corporation or of the surviving or acquiring entity; or (B) a sale or acquisition which the holders of more than fifty percent (50%) of the Series A Preferred Shares and Series B Preferred Shares then outstanding, voting together as a single class, have voted not to treat as a Sale Transaction for purposes of this Section 4(e) only.

(ii) In the event of a Sale Transaction, if the consideration received by the Corporation is other than cash, the value of such consideration will be deemed its fair market value. Any securities will be valued as follows:

A. Subject to the provisions of subsection (B) below, securities that are not "Restricted Securities" as defined in Rule 144 promulgated under the Securities Act of 1933, as amended, or other similar restrictions on free marketability:

(1) If traded on a national securities exchange or through the Nasdaq National Market, the value will be deemed to be the average of the closing prices of the securities on such exchange over the thirty (30) day period ending three (3) days prior to the closing;

(2) If actively traded over-the- counter, the value will be deemed to be the average of the closing bid or sale prices (whichever is applicable) over the thirty (30) day period ending three (3) days prior to the closing; and

(3) If there is no active public market, the value will be the fair market value thereof, as determined by a vote of at least three-fourths of the members of the Board of Directors in good faith.

B. The method of valuation of securities subject to investment letter or other restrictions on free marketability (other than restrictions arising solely by virtue of a stockholder's status as an affiliate or former affiliate) will be to make an appropriate discount from the market value determined as above in (A)(1), (2), or (3) to reflect the approximate fair market value thereof, as determined by either: (i) a vote of at least three-fourths of the members of the Board of Directors; or (ii) by an investment banking firm of national repute acting as an expert in good faith and designated by a majority of the Board of Directors.

C. The fair market value as determined in the manner specified in this Section 4(e) will be conclusive and binding on all parties.

(iii) In the event the requirements of this Section 4(e) are not complied with, the Corporation will forthwith either:

A. cause the closing relating to the Sale Transaction to be postponed until such time as the requirements of this Section 4 have been complied with; or

B. cancel such Sale Transaction, in which event the rights, preferences, and privileges of the holders of the Series A Preferred Shares and the Series B Preferred Shares will revert to and be the same as such rights, preferences, and privileges existing immediately prior to the date of the first notice referred to in Section 4(e)(iv) hereof.

(iv) The Corporation will give each holder of record of the Series A Preferred Shares and each holder of record of the Series B Preferred Shares written notice of a Sale Transaction not later than ten (10) days prior to any stockholders meeting called to approve such transaction, or ten (10) days prior to the closing of such transaction, whichever is earlier, and will also notify such holders in writing of the final approval of such transaction. The first of such notices will describe the material terms and conditions of the transaction and the provisions of this Section 4, and the Corporation will thereafter give such holders prompt notice of any material changes. The Sale Transaction will in no event take place sooner than ten (10) days after the Corporation has given the first notice provided for herein or sooner than five (5) days after the Corporation has given notice of any material changes provided for herein; *provided*, *however*, that such periods may be shortened upon the written consent of the holders of Series A Preferred Shares and Series B Preferred Shares that are entitled to such notice rights or similar notice rights, and that represent at least a majority of the voting power of all then outstanding Series A Preferred Shares and Series A Preferred Shares, voting together as a single class.

SECTION 5: Conversion of the Series A Preferred Shares.

The holders of the Series A Preferred Shares have conversion rights as follows:

(a) Right to Convert. Each Series A Preferred Share will be convertible, at the option of the holder thereof, at any time after the Original Series A Issuance Date and on or prior to the fifth day prior to the date of an automatic conversion for such Series A Preferred Share, if any, into such number of fully paid and nonassessable shares of Common Shares as is determined by dividing the Original Series A Issuance Price for each such Series A Preferred Share, by the Series A Conversion Price (as hereinafter defined) determined as hereinafter provided, in effect on the date the certificate or certificates representing the shares to be converted are surrendered for conversion. The "Series A Conversion Price" will initially be $1,000, and will be adjusted as hereinafter provided in Section 5(d) hereof,

(b) Automatic Conversion. Each Series A Preferred Share shall automatically be converted into such number of fully paid and nonassessable shares of Common Shares as is determined by dividing the Original Series A Issuance Price of such Series A Preferred Share, by the Series A Conversion Price then in effect, immediately upon the date specified by written consent or agreement of the holders of at least a majority of the then outstanding Series A Preferred Shares.

(c) Mechanics of Conversion. Before any holder of the Series A Preferred Shares will be entitled to effect an optional conversion of such holder's Series A Preferred Shares into shares of Common Shares pursuant to Section 5(a) above, the holder will surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for such stock, will give written notice to the Corporation at its principal corporate office of the election to convert the same, and will state therein the name or names in which the certificate or certificates for shares of Common Shares are to be issued. The Corporation will, as soon as practicable thereafter, issue and deliver at such office to such holder of the Series A Preferred Shares or to the nominee or nominees of such holder, a certificate or certificates for the number of shares of Common Shares to which such holder is entitled. Such conversion will be deemed to have been made immediately prior to the close of business on the date of such surrender of the Series A Preferred Shares to be converted, and the person or persons entitled to receive the shares of Common Shares issuable upon such conversion will be treated for all purposes as the record holder or holders of such shares of Common Shares as of such date. If the conversion is in connection with an IPO, the conversion may, at the option of any holder tendering Series A Preferred Shares for conversion, be conditioned upon the closing with the underwriter of the sale of securities pursuant to such IPO, in which event the person(s) entitled to receive the Common Shares upon conversion of the Series A Preferred Shares will not be deemed to have converted such Series A Preferred Shares until immediately prior to the closing of such IPO.

(d) Conversion Price Adjustments for Certain Dilutive Issuances, Splits, and Combinations.

(i) Adjustment. If the Corporation shall issue any Additional Stock (as defined below) without consideration or for a price per share less than the Series A Conversion Price, the Series A Conversion Price in effect immediately prior to each such issuance shall forthwith be adjusted to a price that is equal to the quotient of (x) the number of Common Shares outstanding immediately prior to such issuance (including

Common Shares deemed to be outstanding pursuant to subsection 5(d)(iii)(A) or (B), multiplied by the Series A Conversion Price then in effect, plus an amount equal to the aggregate consideration being paid for such Additional Stock being issued; divided by (y) the number of Common Shares outstanding immediately prior to such issuance (including Common Shares deemed to be issued pursuant to subsection 5(d)(iii)(A) or (B), plus the number of shares of such Additional Stock being issued. The Series A Conversion Price is also subject to adjustment as provided in subsections 5(d)(v)(A). and 5(d)(v)(B) below.

(ii) Determination of Aggregate Consideration. For purposes of the calculation set forth in subsection 5(d)(i) above, the aggregate consideration being paid for any Additional Stock will be determined as follows:

A. In the case of the issuance of Additional Stock for cash, the aggregate consideration shall be deemed to be the amount of cash paid therefore, before deducting any reasonable discounts, commissions, or other expenses that are allowed, paid, or incurred by the Corporation for any underwriting or otherwise in connection with the issuance and sale thereof.

B. In the case of the issuance of the Additional Stock for a consideration in whole or in part other than cash, the aggregate consideration other than cash shall be deemed to be the fair value thereof, as reasonably determined by the Board of Directors in good faith, irrespective of any accounting treatment.

(iii) Options, Etc. In the case of the issuance of options to purchase or rights to subscribe for Common Shares, securities by their terms convertible into or exchangeable for Common Shares, or options to purchase or rights to subscribe for such convertible or exchangeable securities, the following provisions shall apply for all purposes of subsection 5(d)(i) and subsection 5(d)(v):

A. The aggregate maximum number of Common Shares deliverable upon exercise (to the extent then exercisable) of such options or rights will be deemed to have been issued at the time such options or rights were issued, and for a consideration equal to the consideration (determined in the manner provided in subsections 5(d)(ii)(A) and 5(d)(ii)(B)), if any, received by the Corporation upon the issuance of such options or rights, plus the minimum exercise price provided in such options or rights (without taking into account potential antidilution adjustments) for the Common Shares covered thereby.

B. The aggregate maximum number of Common Shares deliverable upon conversion of, or in exchange (to the extent then convertible or exchangeable) for, any such convertible or exchangeable securities or upon the exercise of options to purchase or rights to subscribe for such convertible or exchangeable

securities and subsequent conversion or exchange thereof shall be deemed to have been issued at the time such securities were issued or such options or rights were issued and for a consideration equal to the consideration, if any, received by the Corporation for any such securities and related options or rights (excluding any cash received on account of accrued interest or accrued dividends), plus the minimum additional consideration, if any, to be received by the Corporation (without taking into account potential antidilution adjustments) upon the conversion or exchange of such securities or the exercise of any related options or rights (the consideration in each case to be determined in the manner provided in subsections 5(d)(ii)(A) and 5(d)(ii)(B)).

C. In the event of any change in the number of Common Shares deliverable or in the consideration payable to the Corporation upon exercise of such options or rights or upon conversion of or in exchange for such convertible or exchangeable securities, including, but not limited to, a change resulting from the antidilution provisions thereof, the Series A Conversion Price, to the extent in any way affected by or computed using such options, rights or securities, shall be recomputed to reflect such change, but no further adjustment shall be made for the actual issuance of Common Shares or any payment of such consideration upon the exercise of any such options or rights or the conversion or exchange of such securities.

D. Upon the expiration of any such options or rights, the termination of any such rights to convert or exchange or this expiration of any options or rights related to such convertible or exchangeable securities, the Series A Conversion Price, to the extent in any way affected by or computed using such options, rights, or securities or options or rights related to such securities, shall be recomputed to reflect the issuance of only the number of Common Shares (and convertible or exchangeable securities that remain in effect) actually issued upon the exercise of such options or rights, upon the conversion or exchange of such securities or upon the exercise of the options or rights related to such securities.

E. The number of Common Shares deemed issued and the consideration deemed paid therefor pursuant to subsections 5(d)(iii)(A) and (B) shall be appropriately adjusted to reflect any change, termination, or expiration of the type described in either subsection 5(d)(iii)(C) or (D).

(iv) "Additional Stock" shall mean, for purposes of this Section 5, any Common Shares issued (or deemed to have been issued pursuant to subsection 5(d)(iii) by the Corporation after the Original Series A Issuance Date, other than:

A. Common Share Equivalents issued pursuant to a transaction described in subsection 5(d)(v)(A) below;

B. Common Shares issuable or issued (or deemed to have been issued pursuant to subsection 4(d)(iii)) in transactions (other than transactions that are primarily for financing purposes and not as compensation) with employees, directors, advisors, consultants and independent contractors of the Corporation, directly or pursuant to a stock option plan, restricted stock plan or other similar plan unanimously approved by the Board of Directors;

C. Common Shares issued pursuant to an IPO;

D. securities issued pursuant to the conversion or exercise of convertible or exercisable securities outstanding as of the date of filing this Restated Certificate;

E. Common Shares issued upon the conversion of Series A Preferred Shares or Series B Preferred Shares;

F. securities issued in connection with a bona fide business acquisition of or by the Corporation that has been unanimously approved by the Board of Directors, whether by merger, consolidation, sale of assets, sale or exchange of stock or otherwise; or

G. the Series B Preferred Shares, or any other issuance approved by holders of at least sixty percent (60%) of the then-outstanding Series A Preferred Shares.

(v) Additional Adjustments.

A. Common Share Equivalents. In the event the Corporation should at any time or from time to time fix a record date for the effectuation of a split or subdivision of the outstanding Common Shares, or the determination of holders of Common Shares entitled to receive a dividend or other distribution payable in additional shares of Common Shares or other securities or rights convertible into, or entitling the holder thereof to receive, directly or indirectly, additional shares of Common Shares (hereinafter referred to as "Common Share Equivalents") without payment of any consideration by such holder for the additional Common Shares or the Common Share Equivalents (including the additional Common Shares issuable upon conversion or exercise thereof) then as of such record date (or the date of such dividend distribution, split or subdivision if no record date is fixed), the Series A Conversion Price shall be appropriately decreased so that the number of shares of Common Shares issuable on conversion of each share of Series

A Preferred shall be increased in proportion to such increase of the aggregate number of Common Shares outstanding and those issuable with respect to such Common Share Equivalents.

B. Decrease in Outstanding Common Shares. If the number of Common Shares outstanding at any time after the Original Series A Issuance Date is decreased by a combination of the outstanding Common Shares, then, following the record date of such combination, the applicable Series A Conversion Price shall be appropriately increased so that the number of Common Shares issuable on conversion of each Series A Preferred Share shall be decreased in proportion to such decrease in outstanding shares.

(vi) Adjustments Based on Taxes. Notwithstanding anything to the contrary herein, the Corporation shall be entitled to make such adjustments to decrease the Series A Conversion Price as the Corporation shall deem advisable to avoid any stock dividend or distribution being taxable to the Corporation's stockholders.

(vii) De Minimus Adjustments. Notwithstanding anything to the contrary herein, the Corporation shall not be required to make any adjustment or adjustments to the Series A Conversion Price until the cumulative effect of such adjustments exceeds one percent (1%) of the Series A Conversion Price then in effect.

(e) Other Distributions. In the event the Corporation shall declare a distribution payable in' securities of other persons, evidences of indebtedness issued by the Corporation or other persons, assets (excluding cash dividends) or options or rights not referred to in subsection 5(d)(v)(A) to holders of its Common Shares, then, in each such case for the purpose of this subsection 5(e), the holders of the Series A Preferred shall be entitled to a proportionate share of any such distribution as though they were the holders of the number of shares of Common Shares' into which their shares of Series A Preferred are convertible as of the record date fixed for the determination of the holders of Common Shares of the Corporation entitled to receive such distribution. Notwithstanding anything to the contrary herein, the holders of Series A Preferred Shares shall not be entitled to receive any distribution under this subsection 5(e) if such holders shall otherwise be entitled to receive such distribution.

(f) Recapitalizations. If at any time from time to time there shall be a recapitalization of the Common Shares (other than a subdivision, combination, or merger or sale of assets transaction provided for elsewhere in this Section 5, provision shall be made so that the holders of the Series A Preferred Shares shall thereafter be entitled to receive upon conversion of the Series A Preferred Shares, the number of shares of stock or other securities or property of the Corporation or otherwise, to which a holder of Common Shares deliverable upon conversion would have been entitled on such recapitalization. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 5 with respect to the rights of the holders of the Series A Preferred Shares after the recapitalization to the end that the provisions of this Section 5 (including adjustment of the applicable Series A Conversion Price then in effect and the number of Common Shares issuable upon conversion of the Series A Preferred Shares) shall be applicable after that event as nearly equivalently as may be practicable.

(g) Adjustment for Reclassification, Exchange and Substitution. If at any time or from time to time after the Original Series A Issuance Date, the Common Shares issuable upon the conversion of the Series A Preferred Shares is changed into the same or a different number of shares of any class or classes of stock, whether by recapitalization, reclassification or otherwise (other than a Sale Transaction, as defined in subsection 4(e) above, or a subdivision or combination of shares or stock dividend or a reorganization, merger, consolidation or sale of assets provided for elsewhere in this Section 5), in any such. event each holder of Series A Preferred Shares shall have the right thereafter to convert such stock into the kind and amount of stock and other securities and property receivable upon such recapitalization, reclassification, or other change by holders of the maximum number of shares of Common Shares into which such shares of Series A Preferred Shares could have been converted immediately prior to such recapitalization, reclassification, or change, all subject to further adjustment as provided herein or with respect to such other securities or property by the terms thereof

(h) No Impairment. The Corporation will not, by amendment of its Certificate of Incorporation, or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or other voluntary action, deliberately avoid or seek to avoid the observance or performance of any of the terms to be observed, or performed hereunder by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section 5, and in the taking of all such action as may be reasonably necessary or appropriate in order to protect the conversion rights of the holders of the Series A Preferred Shares against impairment.

(i) No Fractional Shares and Certificate as to Adjustments.

(i) No fractional shares shall be issued upon the conversion of any share or shares of the Series A Preferred Shares, and the number of shares of Common Shares to be issued shall be rounded to the nearest whole share. Whether or not fractional shares are issuable upon such conversion shall be determined on the basis of the total number of shares of Series A Preferred Shares the holder is at the time converting into Common Shares and the number of Common Shares issuable upon such aggregate conversion.

(ii) Upon the occurrence of each adjustment or readjustment of the Series A Conversion Price pursuant to this Section 5, the Corporation, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Series A Preferred Shares a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any holder of Series A Preferred Shares furnish or cause to be furnished to such holder a like certificate setting forth: (A) such adjustment and readjustment; (B) the applicable Series A Conversion Price at the time in effect; and (C) the number of Common Shares and the amount, if any, of other property that at the time would be received upon the conversion of a Series A Preferred Share.

(j) Notices of Record Date. In the event of any taking by the Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive' any dividend (other than a cash dividend) or other distribution, any right

to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities or property, or to receive any other right, the Corporation shall mail to each holder of Series A Preferred Shares, at least ten (10) days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend, distribution or right, and the amount and character of such dividend, distribution or right.

(k) Reservation of Stock Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued Common Shares, solely for the purpose of effecting the conversion of the Series A Preferred Shares, such number of its Common Shares as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series A Preferred Shares. If at any time the number of authorized but unissued Common Shares shall not be sufficient to effect the conversion of all then outstanding Series A Preferred Shares, in addition to such other remedies as shall be available to the holders of such Series A Preferred Shares, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued Common Shares to such number of shares as shall be sufficient for such purposes, including, without limitation, use reasonable efforts to obtain the requisite shareholder approval of any necessary amendment to this Restated Certificate.

(l) Notices. Any notice required by the provisions of this Section 5 to be given to the holders of Series A Preferred Shares shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at his address appearing on the books of the Corporation.

(m) Payment of Taxes. The Corporation will pay all taxes (other than taxes based upon or measured by income) and other governmental charges that may be imposed with respect to the issue or delivery of Common Shares upon conversion of the Series A Preferred Shares, excluding any tax or other charge imposed in connection with any transfer involved in the issue and delivery of shares of Common Shares in a name other than that in which the Series A Preferred Shares so converted were registered.

SECTION 6: Conversion of the Series B Preferred Shares.

The holders of the Series B Preferred Shares have conversion rights as follows:

(a) Right to Convert. Each Series B Preferred. Share will be convertible, at the option of the holder thereof, at any time after the Original Series B Issuance Date and on or prior to the fifth day prior to the date of an automatic conversion for such Series B Preferred Share, if any, into such number of fully paid and nonassessable shares of Common Shares as is determined by dividing the Original Series B Issuance Price for each such Series A Preferred Share, by the Series B Conversion Price (as hereinafter defined) determined as hereinafter provided, in effect on the date the certificate or certificates representing the shares to be converted are surrendered for conversion. The "Series B Conversion Price" will initially be $333.33, and will be adjusted as hereinafter provided in Section 6(d) hereof.

(b) Automatic Conversion. Each Series B Preferred Share shall automatically be converted into such number of fully paid and nonassessable shares of Common Shares as is

determined by dividing the Original Series B Issuance Price of such Series A Preferred Share, by the Series B Conversion Price then in effect, immediately upon the date specified by written consent or agreement of the holders of at least a majority of the then outstanding Series B Preferred Shares.

(c) Mechanics of Conversion. Before any holder of the Series B Preferred Shares will be entitled to effect an optional conversion of such holder's Series B Preferred Shares into shares of Common Shares pursuant to Section 6(a) above, the holder will surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for such stock, will give written notice to the Corporation at its principal corporate office of the election to convert the same, and will state therein the name or names in which the certificate or certificates for shares of Common Shares are to be issued. The Corporation will, as soon as practicable thereafter, issue and deliver at such office to such holder of the Series B Preferred Shares or to the nominee or nominees of such holder, a certificate or certificates for the number of shares of Common Shares to which such holder is entitled. Such conversion will be deemed to have been made immediately prior to the close of business on the date of such surrender of the Series B Preferred Shares to be converted, and the person or persons entitled to receive the shares of Common Shares issuable upon such conversion will be treated for all purposes as the record holder or holders of such shares of Common Shares as of such date. If the conversion is in connection with a IPO, the conversion may, at the option of any holder tendering Series B Preferred Shares for conversion, be conditioned upon the closing with the underwriter of the sale of securities pursuant to such IPO, in which event the person(s) entitled to receive the Common Shares upon conversion of the Series B Preferred Shares will not be deemed to have converted such Series B Preferred Shares until immediately prior to the closing of such IPO.

(d) Conversion Price Adjustments for Certain Dilutive Issuances, Splits, and Combinations.

(i) Adjustment. If the Corporation shall issue any Additional Stock (as defined below) without consideration or for a price per share less than the Series B Conversion Price, the Series B Conversion Price in effect immediately prior to each such issuance shall forthwith be adjusted to a price that is equal to the quotient of: (x) the number of Common Shares outstanding immediately prior to such issuance (including Common Shares deemed to be outstanding pursuant to subsection 6(d)(iii)(A) or (B), multiplied by the Series B Conversion Price then in effect, plus an amount equal to the aggregate consideration being paid for such Additional Stock being issued; divided by (y) the number of Common Shares outstanding immediately prior to such issuance (including Common Shares deemed to be issued pursuant to subsection 6(d)(iii)(A) or (B), plus the number of shares of such Additional Stock being issued. The Series B Conversion Price is also subject to adjustment as provided in subsections 6(d)(v)(A) and 6(d)(v)(B) below.

(ii) Determination of Aggregate Consideration. For purposes of the calculation set forth in subsection 6(d)(i) above, the aggregate consideration being paid for any Additional Stock will be determined as follows:

A. In the case of the issuance of Additional Stock for cash, the aggregate consideration shall be deemed to be the amount of cash

paid therefore, before deducting any reasonable discounts, commissions, or other expenses that are allowed, paid, or incurred by the Corporation for any underwriting or otherwise in connection with the issuance and sale thereof.

B. In the case of the issuance of the Additional Stock for a consideration in whole or in part other than cash, the aggregate consideration other than cash shall be deemed to be the fair value thereof, as reasonably determined by the Board of Directors in good faith, irrespective of any accounting treatment.

(iii) Options, Etc. In the case of the issuance of options to purchase or rights to subscribe for Common Shares, securities by their terms convertible into or exchangeable for Common Shares, or options to purchase or rights to subscribe for such convertible or exchangeable securities, the following provisions shall apply for all purposes of subsection 6(d)(i) and subsection 6(d)(v):

A. The aggregate maximum number of Common Shares deliverable upon exercise (to the extent then exercisable) of such options or rights will be deemed to have been issued at the time such options or rights were issued, and for a consideration equal to the consideration (determined in the manner provided in subsections 6(d)(ii)(A) and 6(d)(ii)(B)), if any, received by the Corporation upon the issuance of such options or rights, plus the minimum exercise price provided in such options or rights (without taking into account potential antidilution adjustments) for the Common Shares covered thereby.

B. The aggregate maximum number of Common Shares deliverable upon conversion of, or in exchange (to the extent then convertible or exchangeable) for, any such convertible or exchangeable securities or upon the exercise of options to purchase or rights to subscribe for such convertible or exchangeable securities and subsequent conversion or exchange thereof shall be deemed to have been issued at the time such securities were issued or such options or rights were issued and for a consideration equal to the consideration, if any, received by the Corporation for any such securities and related options or rights (excluding any cash received on account of accrued interest or accrued dividends), plus the minimum additional consideration, if any, to be received by the Corporation (without taking into account potential antidilution adjustments) upon the conversion or exchange of such securities or the exercise of any related options or rights (the consideration in each case to be determined in the manner provided in subsections 6(d)(ii)(A) and 6(d)(ii)(B)).

C. In the event of any change in the number of Common

Shares deliverable or in the consideration payable to the Corporation upon exercise of such options or rights or upon conversion of or in exchange for such convertible or exchangeable securities, including, but not limited to, a change resulting from the antidilution provisions thereof, the Series B Conversion Price, to the extent in any way affected by or computed using such options, rights or securities, shall be recomputed to reflect such change, but no further adjustment shall be made for the actual issuance of Common Shares or any payment of such consideration upon the exercise of any such options or rights or the conversion or exchange of such securities.

D. Upon the expiration of any such options or rights, the termination of any such rights to convert or exchange or this expiration of any options or rights related to such convertible or exchangeable securities, the Series B Conversion Price, to the extent in any way affected by or computed using such options, rights, or securities or options or rights related to such securities, shall be recomputed to reflect the issuance of only the number of Common Shares (and convertible or exchangeable securities that remain in effect) actually issued upon the exercise of such options or rights, upon the conversion or exchange of such securities or upon the exercise of the options or rights related to such securities.

E. The number of Common Shares deemed issued and the consideration deemed paid therefor pursuant to subsections 6(d)(iii)(A) and (B) shall be appropriately adjusted to reflect any change, termination, or expiration of the type described in either subsection 6(d)(iii)(C) or (D).

(iv) "Additional Stock" shall mean, for purposes of this Section 6, any Common Shares issued (or deemed to have been issued pursuant to subsection 6(d)(iii) by the Corporation after the Original Series B Issuance Date, other than:

A. Common Share Equivalents issued pursuant to a transaction described in subsection 6(d)(v)(A) below;

B. Common Shares issuable or issued (or deemed to have been issued pursuant to subsection 4(d)(iii)) in transactions (other than transactions that are primarily for financing purposes and not as compensation) with employees, directors, advisors, consultants and independent contractors of the Corporation, directly or pursuant to a stock option plan, restricted stock plan or other similar plan unanimously approved by the Board of Directors;

C. Common Shares issued pursuant to an IPO;

D. securities issued pursuant to the conversion or exercise of convertible or exercisable securities outstanding as of the date of filing this Restated Certificate;

E. Common Shares issued upon the conversion of the Series A Preferred Shares or the Series B Preferred Shares;

F. securities issued in connection with a bona fide business acquisition of or by the Corporation that has been unanimously approved by the Board of Directors, whether by merger, consolidation, sale of assets, sale or exchange of stock or otherwise; or

G. any other issuance approved by holders of at least sixty percent (60%) of the then-outstanding Series B Preferred Shares.

(v) Additional Adjustments.

A. Common Share Equivalents. In the event the Corporation should at any time or from time to time fix a record date for the effectuation of a split or subdivision of the outstanding Common Shares, or the determination of holders of Common Shares entitled to receive a dividend or other distribution payable in additional shares of Common Shares or Common Share Equivalents without payment of any consideration by such holder for the additional Common Shares or the Common Share Equivalents (including the additional Common Shares issuable upon conversion or exercise thereof,) then as of such record date (or the date of such dividend distribution, split or subdivision if no record date is fixed), the Series B Conversion Price shall be appropriately decreased so that the number of shares of Common Shares issuable on conversion of each share of Series B Preferred shall be increased in proportion to such increase of the aggregate number of Common Shares outstanding and those issuable with respect to such Common Share Equivalents.

B. Decrease in Outstanding Common Shares. If the number of Common Shares outstanding at any time after the Original Series B Issuance Date is decreased by a combination of the outstanding Common Shares, then, following the record date of such combination, the applicable Series B Conversion Price shall be appropriately increased so that the number of Common Shares issuable on conversion of each Series B Preferred Share shall be decreased in proportion to such decrease in outstanding shares.

(vi) Adjustments Based on Taxes. Notwithstanding anything to the contrary herein, the Corporation shall be entitled to make such adjustments to decrease the Series

B Conversion Price as the Corporation shall deem advisable to avoid any stock dividend or distribution being taxable to the Corporation's stockholders.

(vii) De Minimus Adjustments. Notwithstanding anything to the contrary herein, the Corporation shall not be required to make any adjustment or adjustments to the Series B Conversion Price until the cumulative effect of such adjustments exceeds one percent (1%) of the Series B Conversion Price then in effect.

(e) Other Distributions. In the event the Corporation shall declare a distribution payable in securities of other persons, evidences of indebtedness issued by the Corporation or other persons, assets (excluding cash dividends) or options or rights not referred to in subsection 6(d)(v)(A) to holders of its Common Shares, then, in each such case for the purpose of this subsection 6(e), the holders of the Series B Preferred Shares shall be entitled to a proportionate share of any such distribution as though they were the holders of the number of shares of Common Shares into which their shares of Series B Preferred are convertible as of the record date fixed for the determination of the holders of Common Shares of the Corporation entitled to receive such distribution. Notwithstanding anything to the contrary herein, the holders of Series B Preferred Shares shall not be entitled to receive any distribution under this subsection 6(e) if such holders shall otherwise be entitled to receive such distribution.

(f) Recapitalizations. If at any time from time to time there shall be a recapitalization of the Common Shares (other than a subdivision, combination, or merger or sale of assets transaction provided for elsewhere in this Section 6, provision shall be made so that the holders of the Series B Preferred Shares shall thereafter be entitled to receive upon conversion of the Series B Preferred Shares, the number of shares of stock or other securities or property of the Corporation or otherwise, to which a holder of Common Shares deliverable upon conversion would have been entitled on such recapitalization. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 6 with respect to the rights of the holders of the Series B Preferred Shares after the recapitalization to the end that the provisions of this Section 6 (including adjustment of the applicable Series B Conversion Price then in effect and the number of Common Shares issuable upon conversion of the Series B Preferred Shares) shall be applicable after that event as nearly equivalently as may be practicable.

(g) Adjustment for Reclassification, Exchange and Substitution. If at any time or from time to time after the Original Series B Issuance Date, the Common Shares issuable upon the conversion of the Series B Preferred Shares is changed into the same or a different number of shares of any class or classes of stock, whether by recapitalization, reclassification or otherwise (other than a Sale Transaction, as defined in subsection 4(e) above, or a subdivision or combination of shares or stock dividend or a reorganization, merger, consolidation or sale of assets provided for elsewhere in this Section 6), in any such event each holder of Series B Preferred Shares shall have the right thereafter to convert such stock into the kind and amount of stock and other securities and property receivable upon such recapitalization, reclassification, or other change by holders of the maximum number of shares of Common Shares into which such shares of Series B Preferred Shares could have been converted immediately prior to such recapitalization, reclassification, or change, all subject to further adjustment as provided herein or with respect to such other securities or property by the terms thereof

(h) No Impairment. The Corporation will not, by amendment of its Certificate of Incorporation, or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or other voluntary action, deliberately avoid or seek to avoid the observance or performance of any of the terms to be observed, or performed hereunder by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section 6, and in the taking of all such action as may be reasonably necessary or appropriate in order to protect the conversion rights of the holders of the Series B Preferred Shares against impairment.

(i) No Fractional Shares and Certificate as to Adjustments.

(i) No fractional shares shall be issued upon the conversion of any share or shares of the Series B Preferred Shares, and the number of shares of Common Shares to be issued shall be rounded to the nearest whole share. Whether or not fractional shares are issuable upon such conversion shall be determined on the basis of the total number of shares of Series B Preferred Shares the holder is at the time converting into Common Shares and the number of Common Shares issuable upon such aggregate conversion.

(ii) Upon the occurrence of each adjustment or readjustment of the Series B Conversion Price pursuant to this Section 6, the Corporation, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Series B Preferred Shares a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any holder of Series B Preferred Shares furnish or cause to be furnished to such holder a like certificate setting forth: (A) such adjustment and readjustment; (B) the applicable Series B Conversion Price at the time in effect; and (C) the number of Common Shares and the amount, if any, of other property that at the time would be received upon the conversion of a Series B Preferred Share.

(j) Notices of Record Date. In the event of any taking by the Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend) or other distribution, any right to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities or property, or to receive any other right, the Corporation shall mail to each holder of Series B Preferred Shares, at least ten. (10) days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend, distribution or right, and the amount and character of such dividend, distribution or right.

(k) Reservation of Stock Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued Common Shares, solely for the purpose of effecting the conversion of the Series B Preferred Shares, such number of its Common Shares as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series B Preferred Shares. If at any time the number of authorized but unissued Common Shares shall not be sufficient to effect the conversion of all then outstanding Series B Preferred Shares, in addition to such other remedies as shall be available to the holders of such Series B Preferred Shares, the Corporation will take such corporate action as may, in the

opinion of its counsel, be necessary to increase its authorized but unissued Common Shares to such number of shares as shall be sufficient for such purposes, including, without limitation, use reasonable efforts to obtain the requisite shareholder approval of any necessary amendment to this Restated Certificate.

(l) Notices. Any notice required by the provisions of this Section 6 to be given to the holders of Series B Preferred Shares shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at his address appearing on the books of the Corporation.

(m) Payment of Taxes. The Corporation will pay all taxes (other than taxes based upon or measured by income) and other governmental charges that may be imposed with respect to the issue or delivery of Common Shares upon conversion of the Series B Preferred Shares, excluding any tax or other charge imposed in connection with any transfer involved in the issue and delivery of shares of Common Shares in a name other than that in which the Series B Preferred Shares so converted were registered.

SECTION 7: Voting.

(a) Common Shares. Except as otherwise required by law, the Corporation's Certificate of Incorporation, or under the Stockholders' Agreement (as that term is defined below), each holder of each Common Share shall have one vote in respect of each Common Share held by such holder of record on the books of the Corporation for the election of directors and on all matters submitted to a vote of stockholders of the Corporation. Notwithstanding the provisions of Section 242(b)(2) of the General Corporation Law, the holders of Common Shares shall vote together with the holders of the Series A Preferred Shares and the holders of the Series B Preferred Shares as a single class with respect to any proposed amendment hereto that would increase the number of authorized Common Shares with each such share being entitled to such number of votes per share as is provided in this Article FOURTH, and the holders of Common Shares shall not be entitled to a separate class vote with respect thereto. There shall be no cumulative voting.

(b) Series A Preferred Shares. Except as otherwise required by law, the Corporation's Certificate of Incorporation, or under the Stockholders' Agreement, the holders of Series A Preferred Shares shall be entitled to notice of any stockholders meeting in accordance with the Bylaws of the Corporation (as in effect at the time in question) and applicable law, and have the right to vote, together with the Common Shares and without regard to class on all other matters on which holders of Common Shares have the right to vote or give consent. Subject to the terms of the Stockholders' Agreement described below, each holder of Series A Preferred Shares shall have one vote in respect of each Series A Preferred Share held by such holder of record on the books of the Corporation for the election of directors and on all matters submitted to a vote of the stockholders of the Corporation.

(c) Series B Preferred Shares. Except as otherwise required by law, the Corporation's Certificate of Incorporation, or under the Stockholders' Agreement, the holders of Series B Preferred Shares shall be entitled to notice of any stockholders meeting in accordance with the Bylaws of the Corporation (as in effect at the time in question) and applicable law, and have the

right to vote, together with the Common Shares and without regard to class on all other matters on which holders of Common Shares have the right to vote or give consent. Subject to the terms of the Stockholders' Agreement described below, each holder of Series B Preferred Shares shall have one vote in respect of each Series B Preferred Share held by such holder of record on the books of the Corporation for the election of directors and on all matters submitted to a vote of the stockholders of the Corporation.

ARTICLE V
Bylaws

In furtherance and not in limitation of the powers conferred upon it by law, but subject to compliance with any applicable Protective Provisions, the Board of Directors is expressly authorized to adopt, repeal, alter, or amend the Bylaws of the Corporation by the vote of a majority of the entire Board of Directors.

ARTICLE VI
Directors

SECTION 1: Election of Directors. Directors shall be elected at the annual meeting of stockholders, and each director elected shall hold office until such director's successor has been elected and qualified, Directors need not be stockholders of the Corporation. Elections of directors need not be by written ballot unless the Bylaws of the Corporation will so provide.

SECTION 2: Advance Notice of Nominations. Advance notice of nominations for the election of directors shall be given in the manner and to the extent provided in the Bylaws of the Corporation.

SECTION 3: Limitation on Director Liability. To the fullest extent that the General Corporation Law or any other law of the State of Delaware as it exists or as it may hereafter be amended permits the limitation or elimination of the liability of directors, no director of the Corporation shall be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. No amendment to or repeal of this Article VI shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

SECTION 4: Stockholders Agreement. Notwithstanding anything in this Article VI to the contrary, the election of the members of the Board of Directors shall be governed by the provisions of the Stockholders' Agreement to be entered into among the Corporation and its stockholders (as such document may be amended or restated from time to time in accordance with its terms) (the "Stockholders' Agreement"), for so long as such agreement is in effect.

ARTICLE VII
Indemnification of Officers and Directors

SECTION 1: General. The Corporation shall indemnify its officers, directors, employees, and agents to the fullest extent permitted by the General Corporation Law.

SECTION 2: Extent. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (an "Indemnitee") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that he, or a person for whom he is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Indemnitee. Notwithstanding the preceding sentence, except as otherwise provided in Section 4 of this Article, the Corporation shall be required to indemnify an Indemnitee in connection with a Proceeding (or part thereof) commenced by such Indemnitee only if the: commencement of such Proceeding (or part thereof) by the Indemnitee was authorized by the board of directors of the Corporation.

SECTION 3: Expenses. The Corporation shall pay the expenses (including attorneys' fees) incurred by an Indemnitee in defending any proceeding in advance of its final disposition, *provided*, *however*, that, to the extent required by law, such payment of expenses in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by the Indemnitee to repay all amounts advanced if it should ultimately be determined that the Indemnitee is not entitled to be indemnified under this Article or otherwise.

SECTION 4: Time Limits. If a claim for indemnification or payment of expenses under this Article is not paid in full within sixty (60) days after a written claim therefor by the Indemnitee has been received by the Corporation, the Indemnitee may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the Indemnitee is not entitled to the requested indemnification or payment of expenses under applicable law.

SECTION 5: Rights Not Exclusive. The rights conferred on any Indemnitee by this Article shall not be exclusive of any other rights which such Indemnitee may have or hereafter acquire under any statute, provision of this Certificate of Incorporation, the Bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

SECTION 6: Reduction. The Corporation's obligation if any, to indemnify or to advance expenses to any Indemnitee who was or is serving at its request as a director, officer, employee or agent of another Person shall be reduced by any amount such Indemnitee may collect as indemnification or advancement of expenses from such other Person.

SECTION 7: Repeal Not Effective. Any repeal or modification of the foregoing provisions of this Article shall not adversely affect any right or protection hereunder of any Indemnitee in respect of any act or omission occurring prior to the time of such repeal or modification.

SECTION 8: Indemnification of Others. This Article shall not limit the right of the Corporation, to the extent and in the manner permitted by law, to indemnify and to advance expenses to persons other than Indemnitee when as authorized by appropriate corporate action.

ARTICLE VIII
Amendment

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Restated Certificate in the manner now or hereafter prescribed herein and by the laws of the State of Delaware, and all rights conferred upon stockholders herein are granted subject to this reservation.

ARTICLE IX
Perpetual Existence

The Corporation is to have perpetual existence.

ARTICLE X
Effect of Invalidity

In the event any provision (or portion thereof) of this Restated Certificate shall be found to be invalid, prohibited or unenforceable for any reason, the remaining provisions (or portions thereof) of this Restated Certificate shall be deemed to remain in full force and effect, and shall be construed as if such invalid, prohibited, or unenforceable provision had been stricken here from or otherwise rendered inapplicable, it being the intent of the Corporation and its stockholders that each such remaining provision (or portion thereof) of this Restated Certificate remain, to the fullest extent permitted by law, applicable and enforceable as to all the stockholders, notwithstanding any such finding.

ARTICLE XI
Definitions

The following terms used herein shall be defined as follows:

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly Controls, is under common Control with, or is Controlled by such first Person.

"Control" means; with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person (whether through ownership of securities, partnership interests or other ownership interests, by contract, or otherwise). The terms "Controlled", "Controlling" and similar variations shall have correlative meanings.

"Person" includes any corporation, partnership, limited liability corporation, trust or other legal entity.

"Subsidiary" of the Corporation means: (i) a corporation in which the Corporation, directly or indirectly, owns capital stock having a majority of the voting power of

such corporation's capital stock to elect directors under ordinary circumstances; and (ii) any other Person (other than a corporation) in which the Corporation, directly or indirectly, has (x) a majority ownership interest or (y) the power to elect or direct the election of a majority of the members of the governing body of such Person.

IN WITNESS WHEREOF, this Restated Certificate is duly executed by an authorized officer of the Corporation this 26th day of February, 2009.

/s/ Ryan J. Meany
Ryan J. Meany, chairman of the board

ATTEST:

/s/ Howard J. Bobrow
Howard J. Bobrow, Assistant Secretary

STATE OF DELAWARE
CERTIFICATE FOR RENEWAL
AND REVIVAL OF CHARTER

The corporation organized wider the laws of the State of Delaware, the dueler of which was voided for non-payment of taxes and/or for failure to file a complete annual report, now desires to procure a restoration, renewal and revival of its charter pursuant to Section 312 of the General Corporation Law of the State of Delaware, and hereby certifies as follows:

1. The name of the corporation is Turbonetics Holdings, Inc.

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2. The Registered Office of the corporation in the State of Delaware is located at 1209 Orange St (street), in the City of Wilmington, County of New Castle Zip Code 19801 . The name of the Registered Agent at such address upon whom process against this Corporation may be served is The Corporation Trust Company

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3. The date of filing of the Corporation's original Certificate of Incorporation in Delaware was December 14, 2006.

4. The renewal and revival of the charter of this corporation is to be perpetual.

5. The corporation was duly organized and carried in the business authorized by its charter until the 1st day of March A.D., 2010, at which time its charter became inoperative and void for non-payment of taxes and/or failure to file a complete annual report and the certificate for renewal and revival is filed by authority of the duly elected directors of the corporation in accordance with the laws of the State of Delaware.

By: *\/s/ Ryan J. Meany,*
Authorized Officer

Name: Ryan J. Meany, Chairman of the Board
Print or Type

STATE OF DELAWARE
CERTIFICATE OF CHANGE OF REGISTERED AGENT
AND/OR REGISTERED OFFICE

The corporation organized and existing under the General Corporation Law of the State of Delaware, hereby certifies as follows:

1. The name of the corporation is Turbonetics Holdings, Inc.

____.

2. The Registered Office of the corporation in the State of Delaware is changed to 2711 Centerville Road, Suite 400 (street), in the City of Wilmington, DE, County of New Castle Zip Code 19808. The name of the Registered Agent at such address upon whom process against this Corporation may be served is Corporation Service Company.

3. The foregoing change to the registered office/agent was adopted by a resolution of the Board of Directors of the corporation.

By: /s/ *David M. Seitz*
Authorized Officer

Name: David M. Seitz, VP & Secretary
Print or Type

Exhibit 3.37

TURBONETICS HOLDINGS, INC.

BYLAWS

ARTICLE I

STOCKHOLDERS

Section 1.01. Annual Meetings. Annual meetings of the stockholders shall be held, at such date, time and place as may be fixed by the Board of Directors and as set forth in the notice of the meeting.

Section 1.02. Special Meetings. Special meetings of the stockholders may be called at any time, for the purpose or purposes set forth in the call, by the President, the Board of Directors or the holders of at least one-fifth of all the shares of any class outstanding and entitled to vote thereat, by delivering a written request to the Secretary. At any time, upon the written request of any person or persons who have duly called a special meeting, it shall be the duty of the Secretary to fix the date of the meeting, to be held not more than 75 days after receipt of the request, and to give due notice thereof. Special meetings shall be held at such place and at such time and date as the Board of Directors shall determine and as set forth in the notice of the meeting.

Section 1.03. Notice of Annual and Special Meetings. Except as otherwise expressly required by law, notice of each meeting of stockholders, whether annual or special, shall be given, at least 10 and not more than 60 days prior to the date on which the meeting is to be held, to each stockholder of record entitled to vote thereat by delivery of a notice thereof to him personally or by sending a copy thereof through the mail, electronically or by courier, charges prepaid, to his address appearing on the records of the Corporation. Each such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, shall briefly state the purpose or purposes for which the meeting is called. A written waiver of notice, signed by the person or persons entitled to such notice, whether before or after the date and time fixed for the meeting shall be deemed the equivalent of such notice. Neither the business to be transacted at, nor the purpose of, the meeting need be specified in a waiver of notice of such meeting.

Section 1.04. Quorum. A stockholders' meeting duly called shall not be organized for the transaction of business unless a quorum is present. At any meeting, the presence in person or by proxy of stockholders entitled to cast at least a majority of the votes which all stockholders are entitled to cast on the particular matter shall constitute a quorum for the purpose of considering such matter, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation. The stockholders present at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum. If a meeting cannot be organized because a quorum has not attended, those present may adjourn the meeting from time to time to such time (not more than 30 days after the next previous adjourned meeting) and place as they may determine, without notice other than by announcement at the meeting of the time and place of the adjourned meeting; and in the case of any meeting called for the election of directors, those who attend the second of such adjourned meetings, although entitled to cast less than a majority of the votes entitled to be cast on any matter to be considered at the meeting, shall nevertheless constitute a quorum for the purpose of electing directors.

Section 1.05. Voting. At every meeting of stockholders, each holder of record of issued and outstanding stock of the Corporation entitled to vote at such meeting shall be entitled to vote in person or by proxy and, except where a date has been fixed as the record date for the determination of stockholders entitled to notice of or to vote at such meeting, no holder of record of a share of stock which has been transferred on the books of the Corporation within 10 days next preceding the date of such meeting shall be entitled to notice of or to vote at such meeting in respect of such share so transferred. Resolution of the stockholders shall be adopted, and any action of the stockholders at a meeting upon any matter shall be taken and be valid, only if at least a majority of the votes cast with respect to such resolutions or matter are cast in favor thereof, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation. The Chairman of the Board (if one has been elected and is present) shall be chairman, and the Secretary (if present) shall act as secretary, at all meetings of the stockholders. In the absence of the Chairman of the Board, the President shall be chairman; and in the absence of both of them, the chairman shall be designated by the Board of Directors or if not so designated shall be elected by the stockholders present; and in the absence of the Secretary, an Assistant Secretary shall act as secretary of the meeting.

Section 1.06. Procedure at Stockholders' Meetings. The organization of each meeting of the stockholders, the order of business thereat and all matters relating to the manner of conducting the meetings shall be determined by the chairman of the meeting, whose decisions may be overruled only by a majority vote (which shall not be by ballot) of the stockholders present and entitled to vote at the meeting in person or by proxy. Meetings shall be conducted in a manner designed to accomplish the business of the meeting in a prompt and orderly fashion and to be fair and equitable to all stockholders, but it shall not be necessary to follow Roberts' Rules of Order or any other manual of parliamentary procedure.

Section 1.07. Action Without a Meeting. Unless otherwise provided by the Certificate of Incorporation, any action required to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, and such written consent is delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business or an officer or agent of the Corporation, having custody of the book in which proceedings of meetings of stockholders are recorded. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE II

DIRECTORS

Section 2.01. Number, Election and Term of Office. The number of directors which shall constitute the full Board of Directors shall be determined by resolution of the board of directors or by the stockholders at the annual meeting, except that in the absence of any such determination, such number shall be one. A full Board of Directors shall be elected at each annual meeting of the stockholders. Each director shall hold office for the term for which he is elected and thereafter until his successor is duly elected or until his death, resignation or removal. Directors need not be stockholders.

Section 2.02. Annual Meetings. Annual meetings of the Board of Directors shall be held each year at the same place as and immediately after the annual meeting of stockholders, or at such other place and time as shall theretofore have been determined by the Board. At its regular annual meeting, the Board of Directors shall organize itself and elect the officers of the Corporation for the ensuing year, and may transact any other business.

Section 2.03. Regular Meetings. Regular meetings of the Board of Directors may be held at such intervals and at such time and place as shall from time to time be determined by the Board. After there has been such determination and notice thereof has been once given to each person then a member of the Board of Directors, regular meetings may be held at such intervals and time and place without further notice being given.

Section 2.04. Special Meetings. Special meetings of the Board of Directors may be called at anytime by the Board, by the Chairman of the Board, by the President or by any two directors, to be held on such day and at such time and place as shall be specified by the person or persons calling the meeting.

Section 2.05. Notice of Annual and Special Meetings. Except as otherwise expressly required by law, notice of the annual meeting of the Board of Directors need not be given. Except as otherwise expressly required by law, notice of every special meeting of the Board of Directors specifying the place, date and time thereof shall be given to each director either by being mailed on at least the third day prior to the date of the meeting or by being sent by mail, electronically, courier, personally or telephone at least 24 hours prior to the time of the meeting. A written waiver of notice of a special meeting, signed by the person or persons entitled to such notice, whether before or after the date and time stated therein fixed for the meeting, shall be deemed the equivalent of such notice, and attendance of a director at a meeting shall constitute a waiver of notice of such meeting except when the director attends the meeting for the express purpose of objecting, when he enters the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.06. Quorum and Manner of Acting. At all meetings of the Board of Directors, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation, the presence of a majority of the full Board shall be necessary and

sufficient to constitute a quorum for the transaction of business. If a quorum is not present at any meeting, the meeting may be adjourned from time to time by a majority of the directors present until a quorum as aforesaid shall be present, but notice of the time and place to which such a meeting is adjourned shall be given to any directors not present either by being sent by mail, electronically, courier, personally or telephone at least eight hours prior to the date of reconvening. Resolutions of the Board of Directors shall be adopted, and any action of the Board at a meeting upon any matter shall be taken and be valid, only with the affirmative vote of at least a majority of the directors present at the meeting, except as otherwise provided herein. The chairman of the Board (if one has been elected and is present) shall be the chairman, and the Secretary (if present) shall act as secretary, at all meetings of the Board. In the absence of the Chairman of the Board, the President shall be chairman, and in the absence of both of them the directors present shall select a member of the Board of Directors to be chairman; and in the absence of the Secretary, the chairman of the meeting shall designate any person to act as secretary of the meeting.

Section 2.07. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or on any committee thereof may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by all members of the Board or such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of committee.

Section 2.08. Participation by Conference Telephone. Members of the Board of Directors of the Corporation, or any committee designated by the Board, may participate in a meeting of the Board or committee by means of teleconference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

Section 2.09. Resignations. A director may resign by submitting his written resignation to the Chairman of the Board (if one has been elected) or to the Secretary. Unless otherwise specified therein, the resignation of a director need not be accepted to make it effective and shall be effective immediately upon its receipt by such officer or as otherwise specified therein. If the resignation of a director specifies that it shall be effective at some time later than

receipt, until that time the resigning director shall be competent to act on all matters before the board of Directors, including filling the vacancy caused by such resignation.

Section 2.10. Removal of Directors. The entire Board of Directors or any individual director may be removed at any time for cause or without cause by the holders of a majority of the shares then entitled to vote at an election of directors. The vacancy or vacancies caused in the Board of Directors by such removal may, but need not, be filled by such stockholders at the same meeting or at a special meeting of the stockholders called for that purpose.

Section 2.11. Vacancies. Any vacancy that shall occur in the Board of Directors by reason of death, resignation, removal, increase in the number of directors or any other cause whatever shall, unless filled as provided in Section 2.10 of this Article II, be filled by a majority of the then members of the Board, whether or not a quorum, and each person so elected shall be a director until he or his successor is elected by the stockholders at a meeting called for the purpose of electing directors, or until his death, resignation or removal.

Section 2.12. Compensation of Directors. The Corporation may allow compensation to its directors for their services, as determined from time to time by resolution adopted by the Board of Directors.

Section 2.13. Committees. The Board of Directors may, by resolution adopted by a majority of the full Board, designate one or more committees consisting of directors to have and exercise such authority of the Board in the management of the business and affairs of the Corporation as the resolution of the Board creating such committee may specify and as is otherwise permitted by law. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another director to act at the meeting in the place of such absent or disqualified member.

Section 2.14. Personal Liability of Directors.

(a) To the fullest extent that the laws of the State of Delaware, as the same exist or may hereafter be amended, permit elimination of the personal liability of directors, no director of this Corporation shall be personally liable to this Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

(b) The provisions of this Section 2.14 shall be deemed to be a contract with each director of this Corporation who serves as such at any time which this Section 2.14 is in effect, and each such director shall be deemed to be serving as such in reliance on the provisions of this Section 2.14. Any amendment or repeal of this Section 2.14 or adoption of any Bylaw of the Corporation or other provision of the Certification of Incorporation of this Corporation which has the effect of increasing director liability shall operate prospectively only and shall not affect any action taken, or any failure to act, by a director of this Corporation prior to such amendment, repeal, Bylaw or other provision becoming effective.

Section 2.15. Indemnification of and Advancement of Expenses to Directors, Officers and Others.

(a) Right to Indemnification. Except as prohibited by law, every director and officer of the Corporation shall be entitled as of right to be indemnified by the Corporation against all expenses and liability (as those terms are defined below in this Paragraph) incurred by such person in connection with any actual or threatened claim, action, suit or proceeding, whether civil, criminal, administrative, investigative or other, or whether brought by or against such person or by or in the right of the Corporation or otherwise, in which such person may be involved, as a party or otherwise, by reason of such person being or having been a director or officer of the Corporation or a subsidiary of the Corporation or by reason of the fact that such person is or was serving at the request of the Corporation as a director, officer, employee, fiduciary or other representative of another corporation, partnership, joint venture, trust, employee benefit plan or other entity (such claim, action, suit or proceeding hereinafter being referred to as an “Action”); provided, however, that no such right to indemnification shall exist with respect to an Action brought by an indemnitee (as defined below) against the Corporation (an “Indemnitee Action”) except as provided in the last sentence of this Paragraph. Persons who

are not directors or officers of the Corporation may be similarly indemnified in respect of service to the Corporation or a subsidiary of the Corporation or to another such entity at the request of the Corporation to the extent the Board of Directors of the Corporation at any time designates any of such persons as entitled to the benefits of this Section. As used in this Section, "indemnitee" includes each director and officer of the Corporation and each other person designated by the Board of Directors of the Corporation as entitled to the benefits of this Section; "expenses" means all expenses actually and reasonably incurred, including fees and expenses of counsel selected by an indemnitee; and "liability" means all liability incurred, including the amounts of any judgments, excise taxes, fines or penalties and any amounts paid in settlement. An indemnitee shall be entitled to be indemnified pursuant to the Section against expenses incurred in connection with an Indemnitee Action if (i) the Indemnitee Action is instituted under Paragraph (c) of this Section and the indemnitee is successful in whole or in part in such Indemnitee Action, (ii) the indemnitee is successful in whole or in part in another Indemnitee Action for which expenses are claimed, or (iii) the indemnification for expenses is included in a settlement of, or is awarded by a court in, such other Indemnitee Action.

(b) Right to Advancement of Expenses. Every indemnitee shall be entitled as of right to have the expenses of the indemnitee in defending any Action or in bringing and pursuing any Indemnitee Action under Paragraph (c) of this Section paid in advance by the Corporation prior to final disposition of the action or Indemnitee Action, provided that the Corporation received a written undertaking by or on behalf of the indemnitee to repay the amount advanced if it should ultimately be determined that the indemnitee is not entitled to be indemnified' for the expenses.

(c) Right of Indemnitee to Bring Action. If a written claim for indemnification under Paragraph (a) of this Section or for advancement of expenses under Paragraph (b) of this Section is not paid in full by the Corporation within 30 days after the claim has been received by the Corporation, the indemnitee may at any time thereafter bring an Indemnitee Action to recover the unpaid amount of the claim and, if successful in whole or in part, the indemnitee shall also be entitled to be paid the expense of bringing and pursuing such Indemnitee Action. The only defense to an Indemnitee Action to recover on a claim for indemnification under Paragraph (a) of this Section shall be that the conduct of the indemnitee was such that under

Delaware law the corporation is prohibited from indemnifying the indemnitee for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel and stockholders) to have made a determination prior to the commencement of such Indemnitee Action that indemnification of the indemnitee is proper in the circumstances, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or stockholders) that the conduct of the indemnitee was such that indemnification is prohibited by Delaware law, shall be a defense to such Indemnitee Action or create a presumption that the conduct of the indemnitee was such that indemnification is prohibited by Delaware law.

(d) Funding and Insurance. The corporation may create a trust fund, grant a security interest, cause a letter of credit to be issued or use other means (whether or not similar to the foregoing) to ensure the payment of all sums required to be paid by the Corporation to effect indemnification as provided in this Section. The corporation may purchase and maintain insurance to protect itself and any indemnitee against any expenses or liability incurred by the indemnitee in connection with any Action, whether or not the Corporation would have the power to indemnify the indemnitee against the expenses or liability by law or under the provisions of the Section.

(e) Non-Exclusivity, Nature and Extent of Rights. The rights to indemnification and advancement of expenses provided for in this Section shall (i) not be deemed exclusive of any other rights, whether now existing or hereafter created, to which any indemnitee may be entitled under any agreement, provision in the Certificate of Incorporation or Bylaws of the Corporation, vote of stockholders or disinterested directors or otherwise, (ii) be deemed to create contractual rights in favor of each indemnitee who serves at any time while this Section is in effect (and each such indemnitee shall be deemed to be serving in reliance on the provision of this Section), (iii) continue as to each indemnitee who has ceased to have the status pursuant to which the indemnitee was entitled or was designated as entitled to indemnification under this Section and inure to the benefit of the heirs and legal representatives of each indemnitee and (iv) be applicable to Actions commenced after this Section becomes effective, whether arising from acts or omissions occurring before or after this section becomes effective. Any amendment or repeal of this section or adoption of any other Bylaw of this Corporation or

other provision of the Certificate of Incorporation of this Corporation which has the effect of limiting in any way the rights to indemnification or advancement of expenses provided for in this Section shall operate prospectively only and shall not affect any action taken, or any failure to act, by an indemnitee prior to such amendment, repeal, Bylaw or other provision becoming effective.

(f) Partial Indemnity. If an indemnitee is entitled under any provision of this Section to indemnification by the Corporation for some or a portion of other expenses or liability incurred by the indemnitee in the preparation, investigation, defense, appeal or settlement of any Action or Indemnitee Action but not, however, for the total amount thereof, the Corporation shall indemnify the indemnitee for the portion of such expenses or liability to which the indemnitee is entitled.

ARTICLE III

OFFICERS AND EMPLOYEES

Section 3.01. Executive Officers. The Executive Officers of the Corporation shall be the President, a Secretary and a Treasurer, and may include a Chairman of the Board and one or more Vice Presidents as the Board of Directors may from time to time determine, all of whom shall be elected by the Board of Directors. Any two or more offices may be held by the same person. Each Executive Officer shall hold office until the next succeeding annual meeting of the Board of Directors and thereafter until his successor is duly elected and qualified, or until his earlier death, resignation or removal.

Section 3.02. Additional Officers, Other Agents and Employees. The Board of Directors may from time to time appoint or hire such additional officers, assistant officers, agents, employees and independent contractors as the Board deems advisable; and the Board or the President shall prescribe their duties, condition of employment and compensation. Subject to the power of the Board of Directors, the President may employ from time to time such other agents, employees, and independent contractors as he may deem advisable for the prompt and orderly transaction of the business of the Corporation, and he may prescribe their duties and the conditions of their employment, fix their compensation and dismiss them, without prejudice to the contract rights, if any.

Section 3.03. The Chairman. If there shall be a Chairman of the Board, he shall be elected from among the directors, shall preside at all meetings of the stockholders and of the Board, and shall have such other powers and duties as from time to time may be prescribed by the Board.

Section 3.04. The President. The President shall be the chief executive officer of the Corporation. Subject to the control of the Board of Directors, the President shall have general policy supervision of and general management and executive powers over all the property, business, operations and affairs of the Corporation, and shall see that the policies and programs adopted or approved by the Board are carried out. The President shall exercise such further powers and duties as from time to time may be prescribed in these Bylaws or by the Board of Directors.

Section 3.05. The Vice Presidents. The Vice Presidents may be given by resolution of the Board of Directors general executive powers, subject to the control of the President, concerning one or more or all segments of the operations of the Corporation. The Vice Presidents shall exercise such further powers and duties as from time to time may be prescribed in these Bylaws or by the Board of Directors or by the President. At the request of the President or in his absence or disability, the senior Vice President shall exercise all the powers and duties of the President.

Section 3.06. The Secretary and Assistant Secretaries. It shall be the duty of the Secretary (a) to keep or cause to be kept an original or duplicate record of the proceedings of the stockholders and the Board of Directors, and a copy of the Certificate of Incorporation and of the Bylaws; (b) to attend to the giving of notices of the Corporation as may be required by law or these Bylaws; (c) to be custodian of the corporate records and of the seal of the Corporation and see that the seal is affixed to such documents as may be necessary or advisable; (d) to have charge of the stock books of the Corporation, and a share register, giving the names of the stockholders in alphabetical order, and showing their respective addresses, the number and classes of shares held by each, the number and date of certificates issued for the shares, and the date of cancellation of every certificate surrendered for cancellation; and (e) to exercise all powers and duties incident to the office of Secretary, and such other powers and duties as may be

prescribed by the Board of Directors or by the President from time to time. The Secretary by virtue of his office shall be an Assistant Treasurer. The Assistant Secretaries shall assist the Secretary in the performance of his duties and shall also exercise such further powers and duties as from time to time may be assigned to them by the Board of Directors, the President or the Secretary. At the direction of the Secretary or in his absence or disability, an Assistant Secretary shall perform the duties of the Secretary.

Section 3.07. The Treasurer and Assistant Treasurers. The Treasurer shall have custody of all the funds and securities of the Corporation. He shall collect all moneys due the Corporation and deposit such moneys to the credit of the Corporation in such banks, trust companies, or other depositories as may have been duly designated by the Board of Directors. He shall endorse for collection on behalf of the Corporation, checks, notes, drafts and other documents, and may sign and deliver receipts, vouchers and releases of liens evidencing payments made to the Corporation. Subject to Section 5.01 of these Bylaws, he shall cause to be disbursed the funds of the Corporation by payment in cash or by checks or drafts upon the authorized depositories of the Corporation. He shall perform all acts incident to the office of Treasurer and such other duties as may be assigned to him by the Board of Directors. The Treasurer by virtue of his office shall be an Assistant Secretary. The Assistant Treasurers shall assist the Treasurer in the performance of his duties and shall also exercise such further powers and duties as from time to time may be assigned to them by the Board of Directors, the President or the Treasurer. At the direction of the Treasurer or in his absence or disability, as Assistant Treasurer shall perform the duties of the Treasurer.

Section 3.08. Vacancies. Vacancy in any office or position by reason of death, resignation, removal, disqualification, disability or other cause, shall be filled in the manner provided in this Article III for regular election or appointment to such office.

Section 3.09. Delegation of Duties. The Board of Directors may in its discretion delegate for the time being the powers and duties, or any of them, of any officer to any other person whom it may select.

ARTICLE IV

SHARES OF CAPITAL STOCK.

Section 4.01. Share Certificates. Every holder of stock in the Corporation shall be entitled to a certificate or certificates, to be in such form as the Board of Directors may from time to time prescribe, signed by the Chairman of the Board, the President or any Vice President and by the Treasurer or any Assistant Treasurer or the Secretary or any Assistant Secretary. The signatures of such officers may be facsimiles. Each such certificate shall set forth the name of the registered holder thereof, the number and class of shares and the designation of the series, if any, which the certificate represents. The Board of Directors may, if it so determines, direct that certificates for shares of stock of the Corporation be signed by a transfer agent or registered by a registrar or both, in which case such certificates shall not be valid until so signed or registered.

In case any officer of the Corporation who shall have signed, or whose facsimile signature shall have been used on, any certificate of shares of stock of the Corporation shall cease to be such officer, whether because of death, resignation, removal or otherwise, before such certificate shall have been delivered by the Corporation, such certificate shall nevertheless be deemed to have been adopted by the Corporation and may be issued and delivered as though the person who signed such certificate or whose facsimile signature shall have been used thereon had not ceased to be such officer.

Section 4.02. Transfer of Shares. Transfers of shares of stock of the Corporation shall be made only on the books of the Corporation by the registered holder thereof or by his attorney thereunto authorized by an instrument duly executed and filed with the Corporation, and on surrender of the certificate or certificates for such shares properly endorsed or accompanied by properly executed stock powers and evidence of the payment of all taxes imposed upon such transfer. Except as provided in Section 4.04 of this Article IV, every certificate surrendered for transfer shall be cancelled and no new certificate or certificates shall be issued in exchange for any existing certificate until such existing certificate shall have been so cancelled.

Section 4.03. Transfer Agents and Registrars. The Board of Directors may appoint any one or more qualified banks, trust companies or other corporations organized under any law of any state of the United States or under the laws of the United States as agent or agents

for the Corporation in the transfer of the stock of the Corporation and likewise may appoint any one or more such qualified banks, trust companies or other corporation as registrar or registrars of the stock of the Corporation.

Section 4.04. Lost, Stolen, Destroyed or Mutilated Certificates. New certificates for shares of stock may be issued to replace certificates lost, stolen, destroyed or mutilated upon such terms and conditions, which may but need not include the giving of a satisfactory bond or other indemnity, as the Board of Directors may from time to time determine.

Section 4.05. Regulations Relating to Shares. The Board of Directors shall have power and authority to make such rules and regulations not inconsistent with these Bylaws or with law as it may deem expedient concerning the issue, transfer and registration of certificates representing shares of stock of the Corporation.

Section 4.06. Holders of Record. The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder and owner in fact thereof and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise expressly provided by the laws of the State of Delaware.

Section 4.07. Fixing the Record Date. The Board of Directors may fix a record date which does not precede the date on which the resolution fixing such record date is adopted: (a) in order to determine the stockholders entitled to notice of or to vote at any meeting of stockholders provided such record date is not less than ten or more than sixty days prior to the date of any such meeting; (b) in order to determine the stockholders entitled to consent to corporate action in writing without a meeting provided such record date is not more than ten days after the date on which the resolution fixing such record date is adopted;. and (c) in order to determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, provided such record date is not more than sixty days prior to such action.

In such case, only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to notice of, or to vote at, such meeting 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 any record date fixed as aforesaid.

ARTICLE V

LOANS, NOTES, CHECKS, CONTRACTS AND OTHER INSTRUMENTS

Section 5.01. Notes, Checks, etc. All notes, drafts, acceptances, checks, endorsements (other than for deposit) and all evidences of indebtedness of the Corporation whatsoever shall be signed by such officers or agents and shall be subject to such requirements as to countersignature or other conditions as the Board of Directors from time to time may designate. Facsimile signatures on checks may be used unless prohibited by the Board of Directors.

Section 5.02. Execution of Instruments Generally. Except as provided in Section 5.01 of this Article V, all contracts and other instruments requiring execution by the Corporation may be executed and delivered by the President, any Vice President or the Treasurer, and authority to sign any such contracts or instruments, which may be general or confined to specific instances, may be conferred by the Board of Directors upon any other person or persons. Any person having authority to sign on behalf of the corporation may delegate, from time to time, by instrument in writing, all or any part of such authority to any person or persons if authorized so to do by the Board of Directors.

Section 5.03. Proxies in Respect of Stock or Other Securities of Other Corporations. Unless otherwise provided by the Board of Directors, the President may from time to time appoint an attorney or attorneys or an agent or agents of the Corporation to exercise in the name and on behalf of the Corporation the powers and rights which the Corporation may have as the holder of stock or other securities in any other corporation to vote or consent in respect of such stock or other securities, may instruct the person or persons so appointed as to the manner of exercising such powers and rights and may execute or cause to be executed in the name and on behalf of the Corporation and under its corporate seal or otherwise all such written

proxies or other instruments as he may deem necessary or proper in order that the Corporation may exercise its said powers and rights.

ARTICLE VI

GENERAL PROVISIONS

Section 6.01. Offices. The registered office of the Corporation shall be the address determined by the Board of Directors from time to time. The Corporation may have other offices at such place or places as the Board of Directors may from time to time determine or the business of the corporation may require.

Section 6.02. Corporate Seal. The Board of Directors may prescribe the form. of a suitable corporate seal, which shall contain the full name of the Corporation and the year and state of incorporation. Such seal may be used by causing it or a facsimile or reproduction thereof to be affixed to or placed upon the document to be sealed.

Section 6.03. Fiscal Year. Unless otherwise determined by the Board of Directors, the fiscal year of the Corporation shall be the calendar year.

ARTICLE VII

VALIDATION OF CERTAIN CONTRACTS

Section 7.01. No contract or other transaction between the Corporation and another person shall be invalidated or otherwise adversely affected by the fact that any one or more stockholders, directors or officers of the Corporation (i) is pecuniarily or otherwise interested in, or is a stockholder, director, officer, or member of, such other person, or (ii) is a party to, or is in any other way pecuniarily or otherwise interested in, the contract or other transaction, or (iii) is in any way connected with any person pecuniarily or otherwise interested in such contract or other transaction, provided the fact of such interest shall be disclosed or known to the Board of Directors or the stockholders, as the case may be, and in any action of the stockholders or of the Board authorizing or approving any such contract or other transaction, any and every stockholder or director may be counted in determining the existence of a quorum with like force and effect as though he was not so interested, or was not such a stockholder, director, member or officer, or was not such a party, or was not so connected. Such director, stockholder

or officer shall not be liable to account to the Corporation for any profit realized by him from or through any such contract or transaction approved or authorized as aforesaid. As used herein, the term "person" includes a corporation, partnership, firm, association or other legal entity.

ARTICLE VIII

AMENDMENTS

Section 8.01. The Bylaws may be amended, altered and repealed, and new bylaws 'may be adopted, by the stockholders of the Corporation, or by the Board of Directors when such power is conferred upon the Board of Directors by the Certificate of Incorporation, at any regular or special meeting. No provision of these Bylaws shall vest any property or contract right in any stockholder.

Exhibit 3.38

CERTIFICATE OF INCORPORATION

OF

WABTEC INTERNATIONAL, INC.

THE UNDERSIGNED, in order to form a corporation for the purposes hereinafter stated, under and pursuant to the provisions of the General Corporation Law of the State of Delaware, does hereby certify as follows:

ARTICLE I

The name of the Corporation is Wabtec International, Inc.

ARTICLE II

The registered office of the Corporation in the State of Delaware is located at 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle. The name of the Corporation's registered agent in the State of Delaware at such address is Corporation Service Company.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

ARTICLE IV

The total number of shares of stock which the Corporation shall have authority to issue is 1,000 shares of Common Stock, with a par value of $.01 per share.

ARTICLE V

The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, the number of members of which shall be set forth in the Bylaws of the Corporation. Election of directors need not be by ballot unless the Bylaws of the Corporation shall so provide.

ARTICLE VI

In furtherance and not in limitation of the power conferred upon the Board of Directors by law, the Board of Directors shall have power to make, adopt, alter, amend and repeal, from time to time, the Bylaws of the Corporation, subject to the right of the stockholders entitled to vote with respect thereto to alter and repeal Bylaws made by the Directors.

ARTICLE VII

The incorporator of the Corporation is Carol A. Soltes whose mailing address is c/o Reed Smith LLP, 435 Sixth Avenue, Pittsburgh, Pennsylvania 15219. The powers of the incorporator shall terminate upon election of directors.

ARTICLE VIII

Personal Liability of Directors.

1. To the fullest extent that the laws of the State of Delaware, as the same exist or may hereafter be amended, permit elimination of the personal liability of directors, no director of this Corporation shall be personally liable to this Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

2. The provisions of this Article shall be deemed to be a contract with each director of this Corporation who serves as such at any time while this Article is in effect, and each such director shall be deemed to be serving as such in reliance on the provisions of this Article. Any amendment or repeal of this Article or adoption of any Bylaw of this Corporation or other provision of the Certificate of Incorporation of this Corporation which has the effect of increasing director liability shall operate prospectively only and shall not affect any action taken, or any failure to act, by a director of this Corporation prior to such amendment, repeal, Bylaw or other provision becoming effective.

ARTICLE IX

The Corporation shall indemnify directors and officers of the Corporation to the fullest extent permitted by law.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 1st day of September, 2006.

/s/ Carol A. Soltes
Carol A. Soltes, Incorporator

AMENDED & RESTATED BYLAWS

OF WABTEC INTERNATIONAL.

(hereinafter the “Corporation”)

ADOPTED JANUARY 5, 2010

ARTICLE I

STOCKHOLDERS

Section 1.01. Annual Meetings. Annual meetings of the stockholders shall be held, at such date, time and place as may be fixed by the Board of Directors and as set forth in the notice of the meeting.

Section 1.02. Special Meetings. Special meetings of the stockholders may be called at any time, for the purpose or purposes set forth in the call, by the President, the Board of Directors or the holders of at least one-fifth of all the shares of any class outstanding and entitled to vote thereat, by delivering a written request to the Secretary. At any time, upon the written request of any person or persons who have duly called a special meeting, it shall be the duty of the Secretary to fix the date of the meeting, to be held not more than 75 days after receipt of the request, and to give due notice thereof. Special meetings shall be held at such place and at such time and date as the Board of Directors shall determine and as set forth in the notice of the meeting.

Section 1.03. Notice of Annual and Special Meetings. Except as otherwise expressly required by law, notice of each meeting of stockholders, whether annual or special, shall be given, at least 10 and not more than 60 days prior to the date on which the meeting is to be held, to each stockholder of record entitled to vote thereat by delivery of a notice thereof to him personally or by sending a copy thereof through the mail, electronically or by courier, charges prepaid, to his address appearing on the records of the Corporation. Each such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, shall briefly state the purpose or purposes for which the meeting is called. A written waiver of notice, signed by the person or persons entitled to such notice, whether before or after the date and time fixed for the meeting shall be deemed the equivalent of such notice. Neither the business to be

transacted at, nor the purpose of, the meeting need be specified in a waiver of notice of such meeting.

Section 1.04. Quorum. A stockholders' meeting duly called shall not be organized for the transaction of business unless a quorum is present. At any meeting, the presence in person or by proxy of stockholders entitled to cast at least a majority of the votes which all stockholders are entitled to cast on the particular matter shall constitute a quorum for the purpose of considering such matter, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation. The stockholders present at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum. If a meeting cannot be organized because a quorum has not attended, those present may adjourn the meeting from time to time to such time (not more than 30 days after the next previous adjourned meeting) and place as they may determine, without notice other than by announcement at the meeting of the time and place of the adjourned meeting; and in the case of any meeting called for the election of directors, those who attend the second of such adjourned meetings, although entitled to cast less than a majority of the votes entitled to be cast on any matter to be considered at the meeting, shall nevertheless constitute a quorum for the purpose of electing directors.

Section 1.05. Voting. At every meeting of stockholders, each holder of record of issued and outstanding stock of the Corporation entitled to vote at such meeting shall be entitled to vote in person or by proxy and, except where a date has been fixed as the record date for the determination of stockholders entitled to notice of or to vote at such meeting, no holder of record of a share of stock which has been transferred on the books of the Corporation within 10 days next preceding the date of such meeting shall be entitled to notice of or to vote at such meeting in respect of such share so transferred. Resolution of the stockholders shall be adopted, and any action of the stockholders at a meeting upon any matter shall be taken and be valid, only if at least a majority of the votes cast with respect to such resolutions or matter are cast in favor thereof, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation. The Chairman of the Board (if one has been elected and is present) shall be chairman, and the Secretary (if present) shall act as secretary, at all meetings of the stockholders. In the absence of the Chairman of the Board, the President shall be chairman; and

in the absence of both of them, the chairman shall be designated by the Board of Directors or if not so designated shall be elected by the stockholders present; and in the absence of the Secretary, an Assistant Secretary shall act as secretary of the meeting.

Section 1.06. Procedure at Stockholders' Meetings. The organization of each meeting of the stockholders, the order of business thereat and all matters relating to the manner of conducting the meetings shall be determined by the chairman of the meeting, whose decisions may be overruled only by a majority vote (which shall not be by ballot) of the stockholders present and entitled to vote at the meeting in person or by proxy. Meetings shall be conducted in a manner designed to accomplish the business of the meeting in a prompt and orderly fashion and to be fair and equitable to all stockholders, but it shall not be necessary to follow Roberts' Rules of Order or any other manual of parliamentary procedure.

Section 1.07. Action Without a Meeting. Unless otherwise provided by the Certificate of Incorporation, any action required to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, and such written consent is delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business or an officer or agent of the Corporation, having custody of the book in which proceedings of meetings of stockholders are recorded. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE II

DIRECTORS

Section 2.01. Number, Election and Term of Office. The number of directors which shall constitute the full Board of Directors shall be determined by resolution of the board of directors or by the stockholders at the annual meeting, except that in the absence of any such determination, such number shall be one. A full Board of Directors shall be elected at each

annual meeting of the stockholders. Each director shall hold office for the term for which he is elected and thereafter until his successor is duly elected or until his death, resignation or removal. Directors need not be stockholders.

Section 2.02. Annual Meetings. Annual meetings of the Board of Directors shall be held each year at the same place as and immediately after the annual meeting of stockholders, or at such other place and time as shall theretofore have been determined by the Board. At its regular annual meeting, the Board of Directors shall organize itself and elect the officers of the Corporation for the ensuing year, and may transact any other business.

Section 2.03. Regular Meetings. Regular meetings of the Board of Directors may be held at such intervals and at such time and place as shall from time to time be determined by the Board. After there has been such determination and notice thereof has been once given to each person then a member of the Board of Directors, regular meetings may be held at such intervals and time and place without further notice being given.

Section 2.04. Special Meetings. Special meetings of the Board of Directors may be called at anytime by the Board, by the Chairman of the Board, by the President or by any two directors, to be held on such day and at such time and place as shall be specified by the person or persons calling the meeting.

Section 2.05. Notice of Annual and Special Meetings. Except as otherwise expressly required by law, notice of the annual meeting of the Board of Directors need not be given. Except as otherwise expressly required by law, notice of every special meeting of the Board of Directors specifying the place, date and time thereof shall be given to each director either by being mailed on at least the third day prior to the date of the meeting or by being sent by mail, electronically, courier, personally or telephone at least 24 hours prior to the time of the meeting. A written waiver of notice of a special meeting, signed by the person or persons entitled to such notice, whether before or after the date and time stated therein fixed for the meeting, shall be deemed the equivalent of such notice, and attendance of a director at a meeting shall constitute a waiver of notice of such meeting except when the director attends the meeting for the express purpose of objecting, when he enters the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.06. Quorum and Manner of Acting. At all meetings of the Board of Directors, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation, the presence of a majority of the full Board shall be necessary and sufficient to constitute a quorum for the transaction of business. If a quorum is not present at any meeting, the meeting may be adjourned from time to time by a majority of the directors present until a quorum as aforesaid shall be present, but notice of the time and place to which such a meeting is adjourned shall be given to any directors not present either by being sent by mail, electronically, courier, personally or telephone at least eight hours prior to the date of reconvening. Resolutions of the Board of Directors shall be adopted, and any action of the Board at a meeting upon any matter shall be taken and be valid, only with the affirmative vote of at least a majority of the directors present at the meeting, except as otherwise provided herein. The chairman of the Board (if one has been elected and is present) shall be the chairman, and the Secretary (if present) shall act as secretary, at all meetings of the Board. In the absence of the Chairman of the Board, the President shall be chairman, and in the absence of both of them the directors present shall select a member of the Board of Directors to be chairman; and in the absence of the Secretary, the chairman of the meeting shall designate any person to act as secretary of the meeting.

Section 2.07. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or on any committee thereof may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by all members of the Board or such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of committee.

Section 2.08. Participation by Conference Telephone. Members of the Board of Directors of the Corporation, or any committee designated by the Board, may participate in a meeting of the Board or committee by means of teleconference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

Section 2.09. Resignations. A director may resign by submitting his written resignation to the Chairman of the Board (if one has been elected) or to the Secretary. Unless

otherwise specified therein, the resignation of a director need not be accepted to make it effective and shall be effective immediately upon its receipt by such officer or as otherwise specified therein. If the resignation of a director specifies that it shall be effective at some time later than receipt, until that time the resigning director shall be competent to act on all matters before the board of Directors, including filling the vacancy caused by such resignation.

Section 2.10. Removal of Directors. The entire Board of Directors or any individual director may be removed at any time for cause or without cause by the holders of a majority of the shares then entitled to vote at an election of directors. The vacancy or vacancies caused in the Board of Directors by such removal may, but need not, be filled by such stockholders at the same meeting or at a special meeting of the stockholders called for that purpose.

Section 2.11. Vacancies. Any vacancy that shall occur in the Board of Directors by reason of death, resignation, removal, increase in the number of directors or any other cause whatever shall, unless filled as provided in Section 2.10 of this Article II, be filled by a majority of the then members of the Board, whether or not a quorum, and each person so elected shall be a director until he or his successor is elected by the stockholders at a meeting called for the purpose of electing directors, or until his death, resignation or removal.

Section 2.12. Compensation of Directors. The Corporation may allow compensation to its directors for their services, as determined from time to time by resolution adopted by the Board of Directors.

Section 2.13. Committees. The Board of Directors may, by resolution adopted by a majority of the full Board, designate one or more committees consisting of directors to have and exercise such authority of the Board in the management of the business and affairs of the Corporation as the resolution of the Board creating such committee may specify and as is otherwise permitted by law. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from

voting, whether or not he or they constitute a quorum, may unanimously appoint another director to act at the meeting in the place of such absent or disqualified member.

Section 2.14. Personal Liability of Directors.

(a) To the fullest extent that the laws of the State of Delaware, as the same exist or may hereafter be amended, permit elimination of the personal liability of directors, no director of this Corporation shall be personally liable to this Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

(b) The provisions of this Section 2.14 shall be deemed to be a contract with each director of this Corporation who serves as such at any time which this Section 2.14 is in effect, and each such director shall be deemed to be serving as such in reliance on the provisions of this Section 2.14. Any amendment or repeal of this Section 2.14 or adoption of any Bylaw of the Corporation or other provision of the Certification of Incorporation of this Corporation which has the effect of increasing director liability shall operate prospectively only and shall not affect any action taken, or any failure to act, by a director of this Corporation prior to such amendment, repeal, Bylaw or other provision becoming effective.

Section 2.15. Indemnification of and Advancement of Expenses to Directors, Officers and Others.

(a) Right to Indemnification. Except as prohibited by law, every director and officer of the Corporation shall be entitled as of right to be indemnified by the Corporation against all expenses and liability (as those terms are defined below in this Paragraph) incurred by such person in connection with any actual or threatened claim, action, suit or proceeding, whether civil, criminal, administrative, investigative or other, or whether brought by or against such person or by or in the right of the Corporation or otherwise, in which such person may be involved, as a party or otherwise, by reason of such person being or having been a director or officer of the Corporation or a subsidiary of the Corporation or by reason of the fact that such person is or was serving at the request of the Corporation as a director, officer, employee, fiduciary or other representative of another corporation, partnership, joint venture, trust, employee benefit plan or other entity (such claim, action, suit or proceeding hereinafter being

referred to as an "Action"); provided, however, that no such right to indemnification shall exist with respect to an Action brought by an indemnitee (as defined below) against the Corporation (an "Indemnitee Action") except as provided in the last sentence of this Paragraph. Persons who are not directors or officers of the Corporation may be similarly indemnified in respect of service to the Corporation or a subsidiary of the Corporation or to another such entity at the request of the Corporation to the extent the Board of Directors of the Corporation at any time designates any of such persons as entitled to the benefits of this Section. As used in this Section, "indemnitee" includes each director and officer of the Corporation and each other person designated by the Board of Directors of the Corporation as entitled to the benefits of this Section; "expenses" means all expenses actually and reasonably incurred, including fees and expenses of counsel selected by an indemnitee; and "liability" means all liability incurred, including the amounts of any judgments, excise taxes, fines or penalties and any amounts paid in settlement. An indemnitee shall be entitled to be indemnified pursuant to the Section against expenses incurred in connection with an Indemnitee Action if (i) the Indemnitee Action is instituted under Paragraph (c) of this Section and the indemnitee is successful in whole or in part in such Indemnitee Action, (ii) the indemnitee is successful in whole or in part in another Indemnitee Action for which expenses are claimed, or (iii) the indemnification for expenses is included in a settlement of, or is awarded by a court in, such other Indemnitee Action.

(b) Right to Advancement of Expenses. Every indemnitee shall be entitled as of right to have the expenses of the indemnitee in defending any Action or in bringing and pursuing any Indemnitee Action under Paragraph (c) of this Section paid in advance by the Corporation prior to final disposition of the action or Indemnitee Action, provided that the Corporation received a written undertaking by or on behalf of the indemnitee to repay the amount advanced if it should ultimately be determined that the indemnitee is not entitled to be indemnified' for the expenses.

(c) Right of Indemnitee to Bring Action. If a written claim for indemnification under Paragraph (a) of this Section or for advancement of expenses under Paragraph (b) of this Section is not paid in full by the Corporation within 30 days after the claim has been received by the Corporation, the indemnitee may at any time thereafter bring an Indemnitee Action to recover the unpaid amount of the claim and, if successful in whole or in part, the indemnitee

shall also be entitled to be paid the expense of bringing and pursuing such Indemnitee Action. The only defense to an Indemnitee Action to recover on a claim for indemnification under Paragraph (a) of this Section shall be that the conduct of the indemnitee was such that under Delaware law the corporation is prohibited from indemnifying the indemnitee for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel and stockholders) to have made a determination prior to the commencement of such Indemnitee Action that indemnification of the indemnitee is proper in the circumstances, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or stockholders) that the conduct of the indemnitee was such that indemnification is prohibited by Delaware law, shall be a defense to such Indemnitee Action or create a presumption that the conduct of the indemnitee was such that indemnification is prohibited by Delaware law.

(d) Funding and Insurance. The corporation may create a trust fund, grant a security interest, cause a letter of credit to be issued or use other means (whether or not similar to the foregoing) to ensure the payment of all sums required to be paid by the Corporation to effect indemnification as provided in this Section. The corporation may purchase and maintain insurance to protect itself and any indemnitee against any expenses or liability incurred by the indemnitee in connection with any Action, whether or not the Corporation would have the power to indemnify the indemnitee against the expenses or liability by law or under the provisions of the Section.

(e) Non-Exclusivity, Nature and Extent of Rights. The rights to indemnification and advancement of expenses provided for in this Section shall (i) not be deemed exclusive of any other rights, whether now existing or hereafter created, to which any indemnitee may be entitled under any agreement, provision in the Certificate of Incorporation or Bylaws of the Corporation, vote of stockholders or disinterested directors or otherwise, (ii) be deemed to create contractual rights in favor of each indemnitee who serves at any time while this Section is in effect (and each such indemnitee shall be deemed to be serving in reliance on the provision of this Section), (iii) continue as to each indemnitee who has ceased to have the status pursuant to which the indemnitee was entitled or was designated as entitled to indemnification under this Section and inure to the benefit of the heirs and legal representatives of each

indemnitee and (iv) be applicable to Actions commenced after this Section becomes effective, whether arising from acts or omissions occurring before or after this section becomes effective. Any amendment or repeal of this section or adoption of any other Bylaw of this Corporation or other provision of the Certificate of Incorporation of this Corporation which has the effect of limiting in any way the rights to indemnification or advancement of expenses provided for in this Section shall operate prospectively only and shall not affect any action taken, or any failure to act, by an indemnittee prior to such amendment, repeal, Bylaw or other provision becoming effective.

(f) Partial Indemnity. If an indemnitee is entitled under any provision of this Section to indemnification by the Corporation for some or a portion of other expenses or liability incurred by the indemnitee in the preparation, investigation, defense, appeal or settlement of any Action or Indemnitee Action but not, however, for the total amount thereof, the Corporation shall indemnify the indemnitee for the portion of such expenses or liability to which the indemnitee is entitled.

ARTICLE III

OFFICERS AND EMPLOYEES

Section 3.01. Executive Officers. The Executive Officers of the Corporation shall be the President, a Secretary and a Treasurer, and may include a Chairman of the Board and one or more Vice Presidents as the Board of Directors may from time to time determine, all of whom shall be elected by the Board of Directors. Any two or more offices may be held by the same person. Each Executive Officer shall hold office until the next succeeding annual meeting of the Board of Directors and thereafter until his successor is duly elected and qualified, or until his earlier death, resignation or removal.

Section 3.02. Additional Officers, Other Agents and Employees. The Board of Directors may from time to time appoint or hire such additional officers, assistant officers, agents, employees and independent contractors as the Board deems advisable; and the Board or the President shall prescribe their duties, condition of employment and compensation. Subject to the power of the Board of Directors, the President may employ from time to time such other agents, employees, and independent contractors as he may deem advisable for the prompt and

orderly transaction of the business of the Corporation, and he may prescribe their duties and the conditions of their employment, fix their compensation and dismiss them, without prejudice to the contract rights, if any.

Section 3.03. The Chairman. If there shall be a Chairman of the Board, he shall be elected from among the directors, shall preside at all meetings of the stockholders and of the Board, and shall have such other powers and duties as from time to time may be prescribed by the Board.

Section 3.04. The President. The President shall be the chief executive officer of the Corporation. Subject to the control of the Board of Directors, the President shall have general policy supervision of and general management and executive powers over all the property, business, operations and affairs of the Corporation, and shall see that the policies and programs adopted or approved by the Board are carried out. The President shall exercise such further powers and duties as from time to time may be prescribed in these Bylaws or by the Board of Directors.

Section 3.05. The Vice Presidents. The Vice Presidents may be given by resolution of the Board of Directors general executive powers, subject to the control of the President, concerning one or more or all segments of the operations of the Corporation. The Vice Presidents shall exercise such further powers and duties as from time to time may be prescribed in these Bylaws or by the Board of Directors or by the President. At the request of the President or in his absence or disability, the senior Vice President shall exercise all the powers and duties of the President.

Section 3.06. The Secretary and Assistant Secretaries. It shall be the duty of the Secretary (a) to keep or cause to be kept an original or duplicate record of the proceedings of the stockholders and the Board of Directors, and a copy of the Certificate of Incorporation and of the Bylaws; (b) to attend to the giving of notices of the Corporation as may be required by law or these Bylaws; (c) to be custodian of the corporate records and of the seal of the Corporation and see that the seal is affixed to such documents as may be necessary or advisable; (d) to have charge of the stock books of the Corporation, and a share register, giving the names of the stockholders in alphabetical order, and showing their respective addresses, the number and

classes of shares held by each, the number and date of certificates issued for the shares, and the date of cancellation of every certificate surrendered for cancellation; and (e) to exercise all powers and duties incident to the office of Secretary, and such other powers and duties as may be prescribed by the Board of Directors or by the President from time to time. The Secretary by virtue of his office shall be an Assistant Treasurer. The Assistant Secretaries shall assist the Secretary in the performance of his duties and shall also exercise such further powers and duties as from time to time may be assigned to them by the Board of Directors, the President or the Secretary. At the direction of the Secretary or in his absence or disability, an Assistant Secretary shall perform the duties of the Secretary.

Section 3.07. The Treasurer and Assistant Treasurers. The Treasurer shall have custody of all the funds and securities of the Corporation. He shall collect all moneys due the Corporation and deposit such moneys to the credit of the Corporation in such banks, trust companies, or other depositories as may have been duly designated by the Board of Directors. He shall endorse for collection on behalf of the Corporation, checks, notes, drafts and other documents, and may sign and deliver receipts, vouchers and releases of liens evidencing payments made to the Corporation. Subject to Section 5.01 of these Bylaws, he shall cause to be disbursed the funds of the Corporation by payment in cash or by checks or drafts upon the authorized depositories of the Corporation. He shall perform all acts incident to the office of Treasurer and such other duties as may be assigned to him by the Board of Directors. The Treasurer by virtue of his office shall be an Assistant Secretary. The Assistant Treasurers shall assist the Treasurer in the performance of his duties and shall also exercise such further powers and duties as from time to time may be assigned to them by the Board of Directors, the President or the Treasurer. At the direction of the Treasurer or in his absence or disability, as Assistant Treasurer shall perform the duties of the Treasurer.

Section 3.08. Vacancies. Vacancy in any office or position by reason of death, resignation, removal, disqualification, disability or other cause, shall be filled in the manner provided in this Article III for regular election or appointment to such office.

Section 3.09. Delegation of Duties. The Board of Directors may in its discretion delegate for the time being the powers and duties, or any of them, of any officer to any other person whom it may select.

ARTICLE IV

SHARES OF CAPITAL STOCK.

Section 4.01. Share Certificates. Every holder of stock in the Corporation shall be entitled to a certificate or certificates, to be in such form as the Board of Directors may from time to time prescribe, signed by the Chairman of the Board, the President or any Vice President and by the Treasurer or any Assistant Treasurer or the Secretary or any Assistant Secretary. The signatures of such officers may be facsimiles. Each such certificate shall set forth the name of the registered holder thereof, the number and class of shares and the designation of the series, if any, which the certificate represents. The Board of Directors may, if it so determines, direct that certificates for shares of stock of the Corporation be signed by a transfer agent or registered by a registrar or both, in which case such certificates shall not be valid until so signed or registered.

In case any officer of the Corporation who shall have signed, or whose facsimile signature shall have been used on, any certificate of shares of stock of the Corporation shall cease to be such officer, whether because of death, resignation, removal or otherwise, before such certificate shall have been delivered by the Corporation, such certificate shall nevertheless be deemed to have been adopted by the Corporation and may be issued and delivered as though the person who signed such certificate or whose facsimile signature shall have been used thereon had not ceased to be such officer.

Section 4.02. Transfer of Shares. Transfers of shares of stock of the Corporation shall be made only on the books of the Corporation by the registered holder thereof or by his attorney thereunto authorized by an instrument duly executed and filed with the Corporation, and on surrender of the certificate or certificates for such shares properly endorsed or accompanied by properly executed stock powers and evidence of the payment of all taxes imposed upon such transfer. Except as provided in Section 4.04 of this Article IV, every certificate surrendered for transfer shall be cancelled and no new certificate or certificates shall be issued in exchange for any existing certificate until such existing certificate shall have been so cancelled.

Section 4.03. Transfer Agents and Registrars. The Board of Directors may appoint any one or more qualified banks, trust companies or other corporations organized under any law of any state of the United States or under the laws of the United States as agent or agents for the Corporation in the transfer of the stock of the Corporation and likewise may appoint any one or more such qualified banks, trust companies or other corporation as registrar or registrars of the stock of the Corporation.

Section 4.04. Lost, Stolen, Destroyed or Mutilated Certificates. New certificates for shares of stock may be issued to replace certificates lost, stolen, destroyed or mutilated upon such terms and conditions, which may but need not include the giving of a satisfactory bond or other indemnity, as the Board of Directors may from time to time determine.

Section 4.05. Regulations Relating to Shares. The Board of Directors shall have power and authority to make such rules and regulations not inconsistent with these Bylaws or with law as it may deem expedient concerning the issue, transfer and registration of certificates representing shares of stock of the Corporation.

Section 4.06. Holders of Record. The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder and owner in fact thereof and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise expressly provided by the laws of the State of Delaware.

Section 4.07. Fixing the Record Date. The Board of Directors may fix a record date which does not precede the date on which the resolution fixing such record date is adopted: (a) in order to determine the stockholders entitled to notice of or to vote at any meeting of stockholders provided such record date is not less than ten or more than sixty days prior to the date of any such meeting; (b) in order to determine the stockholders entitled to consent to corporate action in writing without a meeting provided such record date is not more than ten days after the date on which the resolution fixing such record date is adopted;. and (c) in order to determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any

change, conversion or exchange of stock, or for the purpose of any other lawful action, provided such record date is not more than sixty days prior to such action.

In such case, only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to notice of, or to vote at, such meeting 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 any record date fixed as aforesaid.

ARTICLE V

LOANS, NOTES, CHECKS, CONTRACTS AND OTHER INSTRUMENTS

Section 5.01. Notes, Checks, etc. All notes, drafts, acceptances, checks, endorsements (other than for deposit) and all evidences of indebtedness of the Corporation whatsoever shall be signed by such officers or agents and shall be subject to such requirements as to countersignature or other conditions as the Board of Directors from time to time may designate. Facsimile signatures on checks may be used unless prohibited by the Board of Directors.

Section 5.02. Execution of Instruments Generally. Except as provided in Section 5.01 of this Article V, all contracts and other instruments requiring execution by the Corporation may be executed and delivered by the President, any Vice President or the Treasurer, and authority to sign any such contracts or instruments, which may be general or confined to specific instances, may be conferred by the Board of Directors upon any other person or persons. Any person having authority to sign on behalf of the corporation may delegate, from time to time, by instrument in writing, all or any part of such authority to any person or persons if authorized so to do by the Board of Directors.

Section 5.03. Proxies in Respect of Stock or Other Securities of Other Corporations. Unless otherwise provided by the Board of Directors, the President may from time to time appoint an attorney or attorneys or an agent or agents of the Corporation to exercise in the name and on behalf of the Corporation the powers and rights which the Corporation may have as the holder of stock or other securities in any other corporation to vote or consent in

respect of such stock or other securities, may instruct the person or persons so appointed as to the manner of exercising such powers and rights and may execute or cause to be executed in the name and on behalf of the Corporation and under its corporate seal or otherwise all such written proxies or other instruments as he may deem necessary or proper in order that the Corporation may exercise its said powers and rights.

ARTICLE VI

GENERAL PROVISIONS

Section 6.01. Offices. The registered office of the Corporation shall be the address determined by the Board of Directors from time to time. The Corporation may have other offices at such place or places as the Board of Directors may from time to time determine or the business of the corporation may require.

Section 6.02. Corporate Seal. The Board of Directors may prescribe the form. of a suitable corporate seal, which shall contain the full name of the Corporation and the year and state of incorporation. Such seal may be used by causing it or a facsimile or reproduction thereof to be affixed to or placed upon the document to be sealed.

Section 6.03. Fiscal Year. Unless otherwise determined by the Board of Directors, the fiscal year of the Corporation shall be the calendar year.

ARTICLE VII

VALIDATION OF CERTAIN CONTRACTS

Section 7.01. No contract or other transaction between the Corporation and another person shall be invalidated or otherwise adversely affected by the fact that any one or more stockholders, directors or officers of the Corporation (i) is pecuniarily or otherwise interested in, or is a stockholder, director, officer, or member of, such other person, or (ii) is a party to, or is in any other way pecuniarily or otherwise interested in, the contract or other transaction, or (iii) is in any way connected with any person pecuniarily or otherwise interested in such contract or other transaction, provided the fact of such interest shall be disclosed or known to the Board of Directors or the stockholders, as the case may be, and in any action of the stockholders or of the Board authorizing or approving any such contract or other transaction, any

and every stockholder or director may be counted in determining the existence of a quorum with like force and effect as though he was not so interested, or was not such a stockholder, director, member or officer, or was not such a party, or was not so connected. Such director, stockholder or officer shall not be liable to account to the Corporation for any profit realized by him from or through any such contract or transaction approved or authorized as aforesaid. As used herein, the term “person” includes a corporation, partnership, firm, association or other legal entity.

ARTICLE VIII

AMENDMENTS

Section 8.01. The Bylaws may be amended, altered and repealed, and new bylaws ‘may be adopted, by the stockholders of the Corporation, or by the Board of Directors when such power is conferred upon the Board of Directors by the Certificate of Incorporation, at any regular or special meeting. No provision of these Bylaws shall vest any property or contract right in any stockholder.

Exhibit 3.40

STATE *of* DELAWARE
CERTIFICATE *of* INCORPORATION
A STOCK CORPORATION

- **First:** The name of this Corporation is Wabtec Railway Electronics, Inc.
- **Second:** Its registered office in the State of Delaware is to be located at 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle, Zip Code 19808. The registered agent in charge thereof is Corporation Service Company.
- **Third:** The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
- **Fourth:** The amount of the total stock of this corporation is authorized to issue is 1,000 shares (number of authorized shares) with a par value of $.01 per share.
- **Fifth:** The name and mailing address of the incorporator are as follows:

Name	Kristine A. Carpenter, Esq.
Mailing Address	1001 Air Brake Avenue
	Wilmerding, Pennsylvania Zip Code 15148

- **I, The Undersigned,** for the purpose of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that the facts herein stated are true, and I have accordingly hereunto set my hand this 6th day of November, A.D. 2014.

BY: */s/ Kristine A. Carpenter*
(Incorporator)

NAME: Kristine A. Carpenter
(type or print)

Exhibit 3.41

BYLAWS

ADOPTED November 6, 2014

ARTICLE I

STOCKHOLDERS

Section 1.01. Annual Meetings. Annual meetings of the stockholders shall be held, at such date, time and place as may be fixed by the Board of Directors and as set forth in the notice of the meeting.

Section 1.02. Special Meetings. Special meetings of the stockholders may be called at any time, for the purpose or purposes set forth in the call, by the President, the Board of Directors or the holders of at least one-fifth of all the shares of any class outstanding and entitled to vote thereat, by delivering a written request to the Secretary. At any time, upon the written request of any person or persons who have duly called a special meeting, it shall be the duty of the Secretary to fix the date of the meeting, to be held not more than 75 days after receipt of the request, and to give due notice thereof. Special meetings shall be held at such place and at such time and date as the Board of Directors shall determine and as set forth in the notice of the meeting.

Section 1.03. Notice of Annual and Special Meetings. Except as otherwise expressly required by law, notice of each meeting of stockholders, whether annual or special, shall be given, at least 10 and not more than 60 days prior to the date on which the meeting is to be held, to each stockholder of record entitled to vote thereat by delivery of a notice thereof to him personally or by sending a copy thereof through the mail, electronically or by courier, charges prepaid, to his address appearing on the records of the Corporation. Each such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, shall briefly state the purpose or purposes for which the meeting is called. A written waiver of notice, signed by the person or persons entitled to such notice, whether before or after the date and time fixed for the meeting shall be deemed the equivalent of such notice. Neither the business to be transacted at, nor the purpose of, the meeting need be specified in a waiver of notice of such meeting.

Section 1.04. Quorum. A stockholders' meeting duly called shall not be organized for the transaction of business unless a quorum is present. At any meeting, the presence in person or by proxy of stockholders entitled to cast at least a majority of the votes which all stockholders are entitled to cast on the particular matter shall constitute a quorum for the purpose of considering such matter, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation. The stockholders present at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum. If a meeting cannot be organized because a quorum has not attended, those present may adjourn the meeting from time to time to such time (not more than 30 days after the next previous adjourned meeting) and place as they may determine, without notice other than by announcement at the meeting of the time and place of the adjourned meeting; and in the case of any meeting called for the election of directors, those who attend the second of such adjourned meetings, although entitled to cast less than a majority of the votes entitled to be cast on any matter to be considered at the meeting, shall nevertheless constitute a quorum for the purpose of electing directors.

Section 1.05. Voting. At every meeting of stockholders, each holder of record of issued and outstanding stock of the Corporation entitled to vote at such meeting shall be entitled to vote in person or by proxy and, except where a date has been fixed as the record date for the determination of stockholders entitled to notice of or to vote at such meeting, no holder of record of a share of stock which has been transferred on the books of the Corporation within 10 days next preceding the date of such meeting shall be entitled to notice of or to vote at such meeting in respect of such share so transferred. Resolution of the stockholders shall be adopted, and any action of the stockholders at a meeting upon any matter shall be taken and be valid, only if at least a majority of the votes cast with respect to such resolutions or matter are cast in favor thereof, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation. The Chairman of the Board (if one has been elected and is present) shall be chairman, and the Secretary (if present) shall act as secretary, at all meetings of the stockholders. In the absence of the Chairman of the Board, the President shall be chairman; and in the absence of both of them, the chairman shall be designated by the Board of Directors or if not so designated shall be elected by the stockholders present; and in the absence of the Secretary, an Assistant Secretary shall act as secretary of the meeting.

Section 1.06. Procedure at Stockholders' Meetings. The organization of each meeting of the stockholders, the order of business thereat and all matters relating to the manner of conducting the meetings shall be determined by the chairman of the meeting, whose decisions may be overruled only by a majority vote (which shall not be by ballot) of the stockholders present and entitled to vote at the meeting in person or by proxy. Meetings shall be conducted in a manner designed to accomplish the business of the meeting in a prompt and orderly fashion and to be fair and equitable to all stockholders, but it shall not be necessary to follow Roberts' Rules of Order or any other manual of parliamentary procedure.

Section 1.07. Action Without a Meeting. Unless otherwise provided by the Certificate of Incorporation, any action required to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, and such written consent is delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business or an officer or agent of the Corporation, having custody of the book in which proceedings of meetings of stockholders are recorded. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE II

DIRECTORS

Section 2.01. Number, Election and Term of Office. The number of directors which shall constitute the full Board of Directors shall be determined by resolution of the board of directors or by the stockholders at the annual meeting, except that in the absence of any such determination, such number shall be one. A full Board of Directors shall be elected at each annual meeting of the stockholders. Each director shall hold office for the term for which he is elected and thereafter until his successor is duly elected or until his death, resignation or removal. Directors need not be stockholders.

Section 2.02. Annual Meetings. Annual meetings of the Board of Directors shall be held each year at the same place as and immediately after the annual meeting of stockholders, or at such other place and time as shall theretofore have been determined by the Board. At its regular annual meeting, the Board of Directors shall organize itself and elect the officers of the Corporation for the ensuing year, and may transact any other business.

Section 2.03. Regular Meetings. Regular meetings of the Board of Directors may be held at such intervals and at such time and place as shall from time to time be determined by the Board. After there has been such determination and notice thereof has been once given to each person then a member of the Board of Directors, regular meetings may be held at such intervals and time and place without further notice being given.

Section 2.04. Special Meetings. Special meetings of the Board of Directors may be called at anytime by the Board, by the Chairman of the Board, by the President or by any two directors, to be held on such day and at such time and place as shall be specified by the person or persons calling the meeting.

Section 2.05. Notice of Annual and Special Meetings. Except as otherwise expressly required by law, notice of the annual meeting of the Board of Directors need not be given. Except as otherwise expressly required by law, notice of every special meeting of the Board of Directors specifying the place, date and time thereof shall be given to each director either by being mailed on at least the third day prior to the date of the meeting or by being sent by mail, electronically, courier, personally or telephone at least 24 hours prior to the time of the meeting. A written waiver of notice of a special meeting, signed by the person or persons entitled to such notice, whether before or after the date and time stated therein fixed for the meeting, shall be deemed the equivalent of such notice, and attendance of a director at a meeting shall constitute a waiver of notice of such meeting except when the director attends the meeting for the express purpose of objecting, when he enters the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.06. Quorum and Manner of Acting. At all meetings of the Board of Directors, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation, the presence of a majority of the full Board shall be necessary and

sufficient to constitute a quorum for the transaction of business. If a quorum is not present at any meeting, the meeting may be adjourned from time to time by a majority of the directors present until a quorum as aforesaid shall be present, but notice of the time and place to which such a meeting is adjourned shall be given to any directors not present either by being sent by mail, electronically, courier, personally or telephone at least eight hours prior to the date of reconvening. Resolutions of the Board of Directors shall be adopted, and any action of the Board at a meeting upon any matter shall be taken and be valid, only with the affirmative vote of at least a majority of the directors present at the meeting, except as otherwise provided herein. The chairman of the Board (if one has been elected and is present) shall be the chairman, and the Secretary (if present) shall act as secretary, at all meetings of the Board. In the absence of the Chairman of the Board, the President shall be chairman, and in the absence of both of them the directors present shall select a member of the Board of Directors to be chairman; and in the absence of the Secretary, the chairman of the meeting shall designate any person to act as secretary of the meeting.

Section 2.07. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or on any committee thereof may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by all members of the Board or such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of committee.

Section 2.08. Participation by Conference Telephone. Members of the Board of Directors of the Corporation, or any committee designated by the Board, may participate in a meeting of the Board or committee by means of teleconference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

Section 2.09. Resignations. A director may resign by submitting his written resignation to the Chairman of the Board (if one has been elected) or to the Secretary. Unless otherwise specified therein, the resignation of a director need not be accepted to make it effective and shall be effective immediately upon its receipt by such officer or as otherwise specified therein. If the resignation of a director specifies that it shall be effective at some time later than

receipt, until that time the resigning director shall be competent to act on all matters before the board of Directors, including filling the vacancy caused by such resignation.

Section 2.10. Removal of Directors. The entire Board of Directors or any individual director may be removed at any time for cause or without cause by the holders of a majority of the shares then entitled to vote at an election of directors. The vacancy or vacancies caused in the Board of Directors by such removal may, but need not, be filled by such stockholders at the same meeting or at a special meeting of the stockholders called for that purpose.

Section 2.11. Vacancies. Any vacancy that shall occur in the Board of Directors by reason of death, resignation, removal, increase in the number of directors or any other cause whatever shall, unless filled as provided in Section 2.10 of this Article II, be filled by a majority of the then members of the Board, whether or not a quorum, and each person so elected shall be a director until he or his successor is elected by the stockholders at a meeting called for the purpose of electing directors, or until his death, resignation or removal.

Section 2.12. Compensation of Directors. The Corporation may allow compensation to its directors for their services, as determined from time to time by resolution adopted by the Board of Directors.

Section 2.13. Committees. The Board of Directors may, by resolution adopted by a majority of the full Board, designate one or more committees consisting of directors to have and exercise such authority of the Board in the management of the business and affairs of the Corporation as the resolution of the Board creating such committee may specify and as is otherwise permitted by law. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another director to act at the meeting in the place of such absent or disqualified member.

Section 2.14. Personal Liability of Directors.

(a) To the fullest extent that the laws of the State of Delaware, as the same exist or may hereafter be amended, permit elimination of the personal liability of directors, no director of this Corporation shall be personally liable to this Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

(b) The provisions of this Section 2.14 shall be deemed to be a contract with each director of this Corporation who serves as such at any time which this Section 2.14 is in effect, and each such director shall be deemed to be serving as such in reliance on the provisions of this Section 2.14. Any amendment or repeal of this Section 2.14 or adoption of any Bylaw of the Corporation or other provision of the Certification of Incorporation of this Corporation which has the effect of increasing director liability shall operate prospectively only and shall not affect any action taken, or any failure to act, by a director of this Corporation prior to such amendment, repeal, Bylaw or other provision becoming effective.

Section 2.15. Indemnification of and Advancement of Expenses to Directors, Officers and Others.

(a) Right to Indemnification. Except as prohibited by law, every director and officer of the Corporation shall be entitled as of right to be indemnified by the Corporation against all expenses and liability (as those terms are defined below in this Paragraph) incurred by such person in connection with any actual or threatened claim, action, suit or proceeding, whether civil, criminal, administrative, investigative or other, or whether brought by or against such person or by or in the right of the Corporation or otherwise, in which such person may be involved, as a party or otherwise, by reason of such person being or having been a director or officer of the Corporation or a subsidiary of the Corporation or by reason of the fact that such person is or was serving at the request of the Corporation as a director, officer, employee, fiduciary or other representative of another corporation, partnership, joint venture, trust, employee benefit plan or other entity (such claim, action, suit or proceeding hereinafter being referred to as an “Action”); provided, however, that no such right to indemnification shall exist with respect to an Action brought by an indemnitee (as defined below) against the Corporation (an “Indemnitee Action”) except as provided in the last sentence of this Paragraph. Persons who

are not directors or officers of the Corporation may be similarly indemnified in respect of service to the Corporation or a subsidiary of the Corporation or to another such entity at the request of the Corporation to the extent the Board of Directors of the Corporation at any time designates any of such persons as entitled to the benefits of this Section. As used in this Section, “indemnitee” includes each director and officer of the Corporation and each other person designated by the Board of Directors of the Corporation as entitled to the benefits of this Section; “expenses” means all expenses actually and reasonably incurred, including fees and expenses of counsel selected by an indemnitee; and “liability” means all liability incurred, including the amounts of any judgments, excise taxes, fines or penalties and any amounts paid in settlement. An indemnitee shall be entitled to be indemnified pursuant to the Section against expenses incurred in connection with an Indemnitee Action if (i) the Indemnitee Action is instituted under Paragraph (c) of this Section and the indemnitee is successful in whole or in part in such Indemnitee Action, (ii) the indemnitee is successful in whole or in part in another Indemnitee Action for which expenses are claimed, or (iii) the indemnification for expenses is included in a settlement of, or is awarded by a court in, such other Indemnitee Action.

(b) Right to Advancement of Expenses. Every indemnitee shall be entitled as of right to have the expenses of the indemnitee in defending any Action or in bringing and pursuing any Indemnitee Action under Paragraph (c) of this Section paid in advance by the Corporation prior to final disposition of the action or Indemnitee Action, provided that the Corporation received a written undertaking by or on behalf of the indemnitee to repay the amount advanced if it should ultimately be determined that the indemnitee is not entitled to be indemnified’ for the expenses.

(c) Right of Indemnitee to Bring Action. If a written claim for indemnification under Paragraph (a) of this Section or for advancement of expenses under Paragraph (b) of this Section is not paid in full by the Corporation within 30 days after the claim has been received by the Corporation, the indemnitee may at any time thereafter bring an Indemnitee Action to recover the unpaid amount of the claim and, if successful in whole or in part, the indemnitee shall also be entitled to be paid the expense of bringing and pursuing such Indemnitee Action. The only defense to an Indemnitee Action to recover on a claim for indemnification under Paragraph (a) of this Section shall be that the conduct of the indemnitee was such that under

Delaware law the corporation is prohibited from indemnifying the indemnitee for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel and stockholders) to have made a determination prior to the commencement of such Indemnitee Action that indemnification of the indemnitee is proper in the circumstances, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or stockholders) that the conduct of the indemnitee was such that indemnification is prohibited by Delaware law, shall be a defense to such Indemnitee Action or create a presumption that the conduct of the indemnitee was such that indemnification is prohibited by Delaware law.

(d) Funding and Insurance. The corporation may create a trust fund, grant a security interest, cause a letter of credit to be issued or use other means (whether or not similar to the foregoing) to ensure the payment of all sums required to be paid by the Corporation to effect indemnification as provided in this Section. The corporation may purchase and maintain insurance to protect itself and any indemnitee against any expenses or liability incurred by the indemnitee in connection with any Action, whether or not the Corporation would have the power to indemnify the indemnitee against the expenses or liability by law or under the provisions of the Section.

(e) Non-Exclusivity, Nature and Extent of Rights. The rights to indemnification and advancement of expenses provided for in this Section shall (i) not be deemed exclusive of any other rights, whether now existing or hereafter created, to which any indemnitee may be entitled under any agreement, provision in the Certificate of Incorporation or Bylaws of the Corporation, vote of stockholders or disinterested directors or otherwise, (ii) be deemed to create contractual rights in favor of each indemnitee who serves at any time while this Section is in effect (and each such indemnitee shall be deemed to be serving in reliance on the provision of this Section), (iii) continue as to each indemnitee who has ceased to have the status pursuant to which the indemnitee was entitled or was designated as entitled to indemnification under this Section and inure to the benefit of the heirs and legal representatives of each indemnitee and (iv) be applicable to Actions commenced after this Section becomes effective, whether arising from acts or omissions occurring before or after this section becomes effective. Any amendment or repeal of this section or adoption of any other Bylaw of this Corporation or

other provision of the Certificate of Incorporation of this Corporation which has the effect of limiting in any way the rights to indemnification or advancement of expenses provided for in this Section shall operate prospectively only and shall not affect any action taken, or any failure to act, by an indemnittee prior to such amendment, repeal, Bylaw or other provision becoming effective.

(f) Partial Indemnity. If an indemnitee is entitled under any provision of this Section to indemnification by the Corporation for some or a portion of other expenses or liability incurred by the indemnitee in the preparation, investigation, defense, appeal or settlement of any Action or Indemnitee Action but not, however, for the total amount thereof, the Corporation shall indemnify the indemnitee for the portion of such expenses or liability to which the indemnitee is entitled.

ARTICLE III

OFFICERS AND EMPLOYEES

Section 3.01. Executive Officers. The Executive Officers of the Corporation shall be the President, a Secretary and a Treasurer, and may include a Chairman of the Board and one or more Vice Presidents as the Board of Directors may from time to time determine, all of whom shall be elected by the Board of Directors. Any two or more offices may be held by the same person. Each Executive Officer shall hold office until the next succeeding annual meeting of the Board of Directors and thereafter until his successor is duly elected and qualified, or until his earlier death, resignation or removal.

Section 3.02. Additional Officers, Other Agents and Employees. The Board of Directors may from time to time appoint or hire such additional officers, assistant officers, agents, employees and independent contractors as the Board deems advisable; and the Board or the President shall prescribe their duties, condition of employment and compensation. Subject to the power of the Board of Directors, the President may employ from time to time such other agents, employees, and independent contractors as he may deem advisable for the prompt and orderly transaction of the business of the Corporation, and he may prescribe their duties and the conditions of their employment, fix their compensation and dismiss them, without prejudice to the contract rights, if any.

Section 3.03. The Chairman. If there shall be a Chairman of the Board, he shall be elected from among the directors, shall preside at all meetings of the stockholders and of the Board, and shall have such other powers and duties as from time to time may be prescribed by the Board.

Section 3.04. The President. The President shall be the chief executive officer of the Corporation. Subject to the control of the Board of Directors, the President shall have general policy supervision of and general management and executive powers over all the property, business, operations and affairs of the Corporation, and shall see that the policies and programs adopted or approved by the Board are carried out. The President shall exercise such further powers and duties as from time to time may be prescribed in these Bylaws or by the Board of Directors.

Section 3.05. The Vice Presidents. The Vice Presidents may be given by resolution of the Board of Directors general executive powers, subject to the control of the President, concerning one or more or all segments of the operations of the Corporation. The Vice Presidents shall exercise such further powers and duties as from time to time may be prescribed in these Bylaws or by the Board of Directors or by the President. At the request of the President or in his absence or disability, the senior Vice President shall exercise all the powers and duties of the President.

Section 3.06. The Secretary and Assistant Secretaries. It shall be the duty of the Secretary (a) to keep or cause to be kept an original or duplicate record of the proceedings of the stockholders and the Board of Directors, and a copy of the Certificate of Incorporation and of the Bylaws; (b) to attend to the giving of notices of the Corporation as may be required by law or these Bylaws; (c) to be custodian of the corporate records and of the seal of the Corporation and see that the seal is affixed to such documents as may be necessary or advisable; (d) to have charge of the stock books of the Corporation, and a share register, giving the names of the stockholders in alphabetical order, and showing their respective addresses, the number and classes of shares held by each, the number and date of certificates issued for the shares, and the date of cancellation of every certificate surrendered for cancellation; and (e) to exercise all powers and duties incident to the office of Secretary, and such other powers and duties as may be

prescribed by the Board of Directors or by the President from time to time. The Secretary by virtue of his office shall be an Assistant Treasurer. The Assistant Secretaries shall assist the Secretary in the performance of his duties and shall also exercise such further powers and duties as from time to time may be assigned to them by the Board of Directors, the President or the Secretary. At the direction of the Secretary or in his absence or disability, an Assistant Secretary shall perform the duties of the Secretary.

Section 3.07. The Treasurer and Assistant Treasurers. The Treasurer shall have custody of all the funds and securities of the Corporation. He shall collect all moneys due the Corporation and deposit such moneys to the credit of the Corporation in such banks, trust companies, or other depositories as may have been duly designated by the Board of Directors. He shall endorse for collection on behalf of the Corporation, checks, notes, drafts and other documents, and may sign and deliver receipts, vouchers and releases of liens evidencing payments made to the Corporation. Subject to Section 5.01 of these Bylaws, he shall cause to be disbursed the funds of the Corporation by payment in cash or by checks or drafts upon the authorized depositories of the Corporation. He shall perform all acts incident to the office of Treasurer and such other duties as may be assigned to him by the Board of Directors. The Treasurer by virtue of his office shall be an Assistant Secretary. The Assistant Treasurers shall assist the Treasurer in the performance of his duties and shall also exercise such further powers and duties as from time to time may be assigned to them by the Board of Directors, the President or the Treasurer. At the direction of the Treasurer or in his absence or disability, as Assistant Treasurer shall perform the duties of the Treasurer.

Section 3.08. Vacancies. Vacancy in any office or position by reason of death, resignation, removal, disqualification, disability or other cause, shall be filled in the manner provided in this Article III for regular election or appointment to such office.

Section 3.09. Delegation of Duties. The Board of Directors may in its discretion delegate for the time being the powers and duties, or any of them, of any officer to any other person whom it may select.

ARTICLE IV

SHARES OF CAPITAL STOCK.

Section 4.01. Share Certificates. Every holder of stock in the Corporation shall be entitled to a certificate or certificates, to be in such form as the Board of Directors may from time to time prescribe, signed by the Chairman of the Board, the President or any Vice President and by the Treasurer or any Assistant Treasurer or the Secretary or any Assistant Secretary. The signatures of such officers may be facsimiles. Each such certificate shall set forth the name of the registered holder thereof, the number and class of shares and the designation of the series, if any, which the certificate represents. The Board of Directors may, if it so determines, direct that certificates for shares of stock of the Corporation be signed by a transfer agent or registered by a registrar or both, in which case such certificates shall not be valid until so signed or registered.

In case any officer of the Corporation who shall have signed, or whose facsimile signature shall have been used on, any certificate of shares of stock of the Corporation shall cease to be such officer, whether because of death, resignation, removal or otherwise, before such certificate shall have been delivered by the Corporation, such certificate shall nevertheless be deemed to have been adopted by the Corporation and may be issued and delivered as though the person who signed such certificate or whose facsimile signature shall have been used thereon had not ceased to be such officer.

Section 4.02. Transfer of Shares. Transfers of shares of stock of the Corporation shall be made only on the books of the Corporation by the registered holder thereof or by his attorney thereunto authorized by an instrument duly executed and filed with the Corporation, and on surrender of the certificate or certificates for such shares properly endorsed or accompanied by properly executed stock powers and evidence of the payment of all taxes imposed upon such transfer. Except as provided in Section 4.04 of this Article IV, every certificate surrendered for transfer shall be cancelled and no new certificate or certificates shall be issued in exchange for any existing certificate until such existing certificate shall have been so cancelled.

Section 4.03. Transfer Agents and Registrars. The Board of Directors may appoint any one or more qualified banks, trust companies or other corporations organized under any law of any state of the United States or under the laws of the United States as agent or agents

for the Corporation in the transfer of the stock of the Corporation and likewise may appoint any one or more such qualified banks, trust companies or other corporation as registrar or registrars of the stock of the Corporation.

Section 4.04. Lost, Stolen, Destroyed or Mutilated Certificates. New certificates for shares of stock may be issued to replace certificates lost, stolen, destroyed or mutilated upon such terms and conditions, which may but need not include the giving of a satisfactory bond or other indemnity, as the Board of Directors may from time to time determine.

Section 4.05. Regulations Relating to Shares. The Board of Directors shall have power and authority to make such rules and regulations not inconsistent with these Bylaws or with law as it may deem expedient concerning the issue, transfer and registration of certificates representing shares of stock of the Corporation.

Section 4.06. Holders of Record. The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder and owner in fact thereof and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise expressly provided by the laws of the State of Delaware.

Section 4.07. Fixing the Record Date. The Board of Directors may fix a record date which does not precede the date on which the resolution fixing such record date is adopted: (a) in order to determine the stockholders entitled to notice of or to vote at any meeting of stockholders provided such record date is not less than ten or more than sixty days prior to the date of any such meeting; (b) in order to determine the stockholders entitled to consent to corporate action in writing without a meeting provided such record date is not more than ten days after the date on which the resolution fixing such record date is adopted;. and (c) in order to determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, provided such record date is not more than sixty days prior to such action.

In such case, only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to notice of, or to vote at, such meeting 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 any record date fixed as aforesaid.

ARTICLE V

LOANS, NOTES, CHECKS, CONTRACTS AND OTHER INSTRUMENTS

Section 5.01. Notes, Checks, etc. All notes, drafts, acceptances, checks, endorsements (other than for deposit) and all evidences of indebtedness of the Corporation whatsoever shall be signed by such officers or agents and shall be subject to such requirements as to countersignature or other conditions as the Board of Directors from time to time may designate. Facsimile signatures on checks may be used unless prohibited by the Board of Directors.

Section 5.02. Execution of Instruments Generally. Except as provided in Section 5.01 of this Article V, all contracts and other instruments requiring execution by the Corporation may be executed and delivered by the President, any Vice President or the Treasurer, and authority to sign any such contracts or instruments, which may be general or confined to specific instances, may be conferred by the Board of Directors upon any other person or persons. Any person having authority to sign on behalf of the corporation may delegate, from time to time, by instrument in writing, all or any part of such authority to any person or persons if authorized so to do by the Board of Directors.

Section 5.03. Proxies in Respect of Stock or Other Securities of Other Corporations. Unless otherwise provided by the Board of Directors, the President may from time to time appoint an attorney or attorneys or an agent or agents of the Corporation to exercise in the name and on behalf of the Corporation the powers and rights which the Corporation may have as the holder of stock or other securities in any other corporation to vote or consent in respect of such stock or other securities, may instruct the person or persons so appointed as to the manner of exercising such powers and rights and may execute or cause to be executed in the name and on behalf of the Corporation and under its corporate seal or otherwise all such written

proxies or other instruments as he may deem necessary or proper in order that the Corporation may exercise its said powers and rights.

ARTICLE VI

GENERAL PROVISIONS

Section 6.01. Offices. The registered office of the Corporation shall be the address determined by the Board of Directors from time to time. The Corporation may have other offices at such place or places as the Board of Directors may from time to time determine or the business of the corporation may require.

Section 6.02. Corporate Seal. The Board of Directors may prescribe the form. of a suitable corporate seal, which shall contain the full name of the Corporation and the year and state of incorporation. Such seal may be used by causing it or a facsimile or reproduction thereof to be affixed to or placed upon the document to be sealed.

Section 6.03. Fiscal Year. Unless otherwise determined by the Board of Directors, the fiscal year of the Corporation shall be the calendar year.

ARTICLE VII

VALIDATION OF CERTAIN CONTRACTS

Section 7.01. No contract or other transaction between the Corporation and another person shall be invalidated or otherwise adversely affected by the fact that any one or more stockholders, directors or officers of the Corporation (i) is pecuniarily or otherwise interested in, or is a stockholder, director, officer, or member of, such other person, or (ii) is a party to, or is in any other way pecuniarily or otherwise interested in, the contract or other transaction, or (iii) is in any way connected with any person pecuniarily or otherwise interested in such contract or other transaction, provided the fact of such interest shall be disclosed or known to the Board of Directors or the stockholders, as the case may be, and in any action of the stockholders or of the Board authorizing or approving any such contract or other transaction, any and every stockholder or director may be counted in determining the existence of a quorum with like force and effect as though he was not so interested, or was not such a stockholder, director, member or officer, or was not such a party, or was not so connected. Such director, stockholder

or officer shall not be liable to account to the Corporation for any profit realized by him from or through any such contract or transaction approved or authorized as aforesaid. As used herein, the term “person” includes a corporation, partnership, firm, association or other legal entity.

ARTICLE VIII

AMENDMENTS

Section 8.01. The Bylaws may be amended, altered and repealed, and new bylaws ‘may be adopted, by the stockholders of the Corporation, or by the Board of Directors when such power is conferred upon the Board of Directors by the Certificate of Incorporation, at any regular or special meeting. No provision of these Bylaws shall vest any property or contract right in any stockholder.

STATE *of* DELAWARE
CERTIFICATE *of* INCORPORATION
A STOCK CORPORATION

- **First:** The name of this Corporation is Wabtec Railway Electronics Manufacturing, Inc.
- **Second:** Its registered office in the State of Delaware is to be located at 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle, Zip Code 19808. The registered agent in charge thereof is Corporation Service Company.
- **Third:** The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
- **Fourth:** The amount of the total stock of this corporation is authorized to issue is 1,000 shares (number of authorized shares) with a par value of $.01 per share.
- **Fifth:** The name and mailing address of the incorporator are as follows:

Name	Kristine A. Carpenter, Esq.
Mailing Address	1001 Air Brake Avenue
	Wilmerding, Pennsylvania Zip Code 15148

- **I, The Undersigned,** for the purpose of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that the facts herein stated are true, and I have accordingly hereunto set my hand this 6th day of November, A.D. 2014.

BY: */s/ Kristine A. Carpenter*
(Incorporator)

NAME: Kristine A. Carpenter
(type or print)

Exhibit 3.43

BYLAWS

ADOPTED November 6, 2014

ARTICLE I
STOCKHOLDERS

Section 1.01. Annual Meetings. Annual meetings of the stockholders shall be held, at such date, time and place as may be fixed by the Board of Directors and as set forth in the notice of the meeting.

Section 1.02. Special Meetings. Special meetings of the stockholders may be called at any time, for the purpose or purposes set forth in the call, by the President, the Board of Directors or the holders of at least one-fifth of all the shares of any class outstanding and entitled to vote thereat, by delivering a written request to the Secretary. At any time, upon the written request of any person or persons who have duly called a special meeting, it shall be the duty of the Secretary to fix the date of the meeting, to be held not more than 75 days after receipt of the request, and to give due notice thereof. Special meetings shall be held at such place and at such time and date as the Board of Directors shall determine and as set forth in the notice of the meeting.

Section 1.03. Notice of Annual and Special Meetings. Except as otherwise expressly required by law, notice of each meeting of stockholders, whether annual or special, shall be given, at least 10 and not more than 60 days prior to the date on which the meeting is to be held, to each stockholder of record entitled to vote thereat by delivery of a notice thereof to him personally or by sending a copy thereof through the mail, electronically or by courier, charges prepaid, to his address appearing on the records of the Corporation. Each such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, shall briefly state the purpose or purposes for which the meeting is called. A written waiver of notice, signed by the person or persons entitled to such notice, whether before or after the date and time fixed for the meeting shall be deemed the equivalent of such notice. Neither the business to be transacted at, nor the purpose of, the meeting need be specified in a waiver of notice of such meeting.

Section 1.04. Quorum. A stockholders' meeting duly called shall not be organized for the transaction of business unless a quorum is present. At any meeting, the presence in person or by proxy of stockholders entitled to cast at least a majority of the votes which all stockholders are entitled to cast on the particular matter shall constitute a quorum for the purpose of considering such matter, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation. The stockholders present at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum. If a meeting cannot be organized because a quorum has not attended, those present may adjourn the meeting from time to time to such time (not more than 30 days after the next previous adjourned meeting) and place as they may determine, without notice other than by announcement at the meeting of the time and place of the adjourned meeting; and in the case of any meeting called for the election of directors, those who attend the second of such adjourned meetings, although entitled to cast less than a majority of the votes entitled to be cast on any matter to be considered at the meeting, shall nevertheless constitute a quorum for the purpose of electing directors.

Section 1.05. Voting. At every meeting of stockholders, each holder of record of issued and outstanding stock of the Corporation entitled to vote at such meeting shall be entitled to vote in person or by proxy and, except where a date has been fixed as the record date for the determination of stockholders entitled to notice of or to vote at such meeting, no holder of record of a share of stock which has been transferred on the books of the Corporation within 10 days next preceding the date of such meeting shall be entitled to notice of or to vote at such meeting in respect of such share so transferred. Resolution of the stockholders shall be adopted, and any action of the stockholders at a meeting upon any matter shall be taken and be valid, only if at least a majority of the votes cast with respect to such resolutions or matter are cast in favor thereof, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation. The Chairman of the Board (if one has been elected and is present) shall be chairman, and the Secretary (if present) shall act as secretary, at all meetings of the stockholders. In the absence of the Chairman of the Board, the President shall be chairman; and in the absence of both of them, the chairman shall be designated by the Board of Directors or if not so designated shall be elected by the stockholders present; and in the absence of the Secretary, an Assistant Secretary shall act as secretary of the meeting.

Section 1.06. Procedure at Stockholders' Meetings. The organization of each meeting of the stockholders, the order of business thereat and all matters relating to the manner of conducting the meetings shall be determined by the chairman of the meeting, whose decisions may be overruled only by a majority vote (which shall not be by ballot) of the stockholders present and entitled to vote at the meeting in person or by proxy. Meetings shall be conducted in a manner designed to accomplish the business of the meeting in a prompt and orderly fashion and to be fair and equitable to all stockholders, but it shall not be necessary to follow Roberts' Rules of Order or any other manual of parliamentary procedure.

Section 1.07. Action Without a Meeting. Unless otherwise provided by the Certificate of Incorporation, any action required to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, and such written consent is delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business or an officer or agent of the Corporation, having custody of the book in which proceedings of meetings of stockholders are recorded. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE II
DIRECTORS

Section 2.01. Number, Election and Term of Office. The number of directors which shall constitute the full Board of Directors shall be determined by resolution of the board of directors or by the stockholders at the annual meeting, except that in the absence of any such determination, such number shall be one. A full Board of Directors shall be elected at each annual meeting of the stockholders. Each director shall hold office for the term for which he is elected and thereafter until his successor is duly elected or until his death, resignation or removal. Directors need not be stockholders.

Section 2.02. Annual Meetings. Annual meetings of the Board of Directors shall be held each year at the same place as and immediately after the annual meeting of stockholders, or at such other place and time as shall theretofore have been determined by the Board. At its regular annual meeting, the Board of Directors shall organize itself and elect the officers of the Corporation for the ensuing year, and may transact any other business.

Section 2.03. Regular Meetings. Regular meetings of the Board of Directors may be held at such intervals and at such time and place as shall from time to time be determined by the Board. After there has been such determination and notice thereof has been once given to each person then a member of the Board of Directors, regular meetings may be held at such intervals and time and place without further notice being given.

Section 2.04. Special Meetings. Special meetings of the Board of Directors may be called at anytime by the Board, by the Chairman of the Board, by the President or by any two directors, to be held on such day and at such time and place as shall be specified by the person or persons calling the meeting.

Section 2.05. Notice of Annual and Special Meetings. Except as otherwise expressly required by law, notice of the annual meeting of the Board of Directors need not be given. Except as otherwise expressly required by law, notice of every special meeting of the Board of Directors specifying the place, date and time thereof shall be given to each director either by being mailed on at least the third day prior to the date of the meeting or by being sent by mail, electronically, courier, personally or telephone at least 24 hours prior to the time of the meeting. A written waiver of notice of a special meeting, signed by the person or persons entitled to such notice, whether before or after the date and time stated therein fixed for the meeting, shall be deemed the equivalent of such notice, and attendance of a director at a meeting shall constitute a waiver of notice of such meeting except when the director attends the meeting for the express purpose of objecting, when he enters the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.06. Quorum and Manner of Acting. At all meetings of the Board of Directors, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation, the presence of a majority of the full Board shall be necessary and

sufficient to constitute a quorum for the transaction of business. If a quorum is not present at any meeting, the meeting may be adjourned from time to time by a majority of the directors present until a quorum as aforesaid shall be present, but notice of the time and place to which such a meeting is adjourned shall be given to any directors not present either by being sent by mail, electronically, courier, personally or telephone at least eight hours prior to the date of reconvening. Resolutions of the Board of Directors shall be adopted, and any action of the Board at a meeting upon any matter shall be taken and be valid, only with the affirmative vote of at least a majority of the directors present at the meeting, except as otherwise provided herein. The chairman of the Board (if one has been elected and is present) shall be the chairman, and the Secretary (if present) shall act as secretary, at all meetings of the Board. In the absence of the Chairman of the Board, the President shall be chairman, and in the absence of both of them the directors present shall select a member of the Board of Directors to be chairman; and in the absence of the Secretary, the chairman of the meeting shall designate any person to act as secretary of the meeting.

Section 2.07. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or on any committee thereof may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by all members of the Board or such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of committee.

Section 2.08. Participation by Conference Telephone. Members of the Board of Directors of the Corporation, or any committee designated by the Board, may participate in a meeting of the Board or committee by means of teleconference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

Section 2.09. Resignations. A director may resign by submitting his written resignation to the Chairman of the Board (if one has been elected) or to the Secretary. Unless otherwise specified therein, the resignation of a director need not be accepted to make it effective and shall be effective immediately upon its receipt by such officer or as otherwise specified therein. If the resignation of a director specifies that it shall be effective at some time later than

receipt, until that time the resigning director shall be competent to act on all matters before the board of Directors, including filling the vacancy caused by such resignation.

Section 2.10. Removal of Directors. The entire Board of Directors or any individual director may be removed at any time for cause or without cause by the holders of a majority of the shares then entitled to vote at an election of directors. The vacancy or vacancies caused in the Board of Directors by such removal may, but need not, be filled by such stockholders at the same meeting or at a special meeting of the stockholders called for that purpose.

Section 2.11. Vacancies. Any vacancy that shall occur in the Board of Directors by reason of death, resignation, removal, increase in the number of directors or any other cause whatever shall, unless filled as provided in Section 2.10 of this Article II, be filled by a majority of the then members of the Board, whether or not a quorum, and each person so elected shall be a director until he or his successor is elected by the stockholders at a meeting called for the purpose of electing directors, or until his death, resignation or removal.

Section 2.12. Compensation of Directors. The Corporation may allow compensation to its directors for their services, as determined from time to time by resolution adopted by the Board of Directors.

Section 2.13. Committees. The Board of Directors may, by resolution adopted by a majority of the full Board, designate one or more committees consisting of directors to have and exercise such authority of the Board in the management of the business and affairs of the Corporation as the resolution of the Board creating such committee may specify and as is otherwise permitted by law. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another director to act at the meeting in the place of such absent or disqualified member.

Section 2.14. Personal Liability of Directors.

(a) To the fullest extent that the laws of the State of Delaware, as the same exist or may hereafter be amended, permit elimination of the personal liability of directors, no director of this Corporation shall be personally liable to this Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

(b) The provisions of this Section 2.14 shall be deemed to be a contract with each director of this Corporation who serves as such at any time which this Section 2.14 is in effect, and each such director shall be deemed to be serving as such in reliance on the provisions of this Section 2.14. Any amendment or repeal of this Section 2.14 or adoption of any Bylaw of the Corporation or other provision of the Certification of Incorporation of this Corporation which has the effect of increasing director liability shall operate prospectively only and shall not affect any action taken, or any failure to act, by a director of this Corporation prior to such amendment, repeal, Bylaw or other provision becoming effective.

Section 2.15. Indemnification of and Advancement of Expenses to Directors, Officers and Others.

(a) Right to Indemnification. Except as prohibited by law, every director and officer of the Corporation shall be entitled as of right to be indemnified by the Corporation against all expenses and liability (as those terms are defined below in this Paragraph) incurred by such person in connection with any actual or threatened claim, action, suit or proceeding, whether civil, criminal, administrative, investigative or other, or whether brought by or against such person or by or in the right of the Corporation or otherwise, in which such person may be involved, as a party or otherwise, by reason of such person being or having been a director or officer of the Corporation or a subsidiary of the Corporation or by reason of the fact that such person is or was serving at the request of the Corporation as a director, officer, employee, fiduciary or other representative of another corporation, partnership, joint venture, trust, employee benefit plan or other entity (such claim, action, suit or proceeding hereinafter being referred to as an “Action”); provided, however, that no such right to indemnification shall exist with respect to an Action brought by an indemnitee (as defined below) against the Corporation (an “Indemnitee Action”) except as provided in the last sentence of this Paragraph. Persons who

are not directors or officers of the Corporation may be similarly indemnified in respect of service to the Corporation or a subsidiary of the Corporation or to another such entity at the request of the Corporation to the extent the Board of Directors of the Corporation at any time designates any of such persons as entitled to the benefits of this Section. As used in this Section, “indemnitee” includes each director and officer of the Corporation and each other person designated by the Board of Directors of the Corporation as entitled to the benefits of this Section; “expenses” means all expenses actually and reasonably incurred, including fees and expenses of counsel selected by an indemnitee; and “liability” means all liability incurred, including the amounts of any judgments, excise taxes, fines or penalties and any amounts paid in settlement. An indemnitee shall be entitled to be indemnified pursuant to the Section against expenses incurred in connection with an Indemnitee Action if (i) the Indemnitee Action is instituted under Paragraph (c) of this Section and the indemnitee is successful in whole or in part in such Indemnitee Action, (ii) the indemnitee is successful in whole or in part in another Indemnitee Action for which expenses are claimed, or (iii) the indemnification for expenses is included in a settlement of, or is awarded by a court in, such other Indemnitee Action.

(b) Right to Advancement of Expenses. Every indemnitee shall be entitled as of right to have the expenses of the indemnitee in defending any Action or in bringing and pursuing any Indemnitee Action under Paragraph (c) of this Section paid in advance by the Corporation prior to final disposition of the action or Indemnitee Action, provided that the Corporation received a written undertaking by or on behalf of the indemnitee to repay the amount advanced if it should ultimately be determined that the indemnitee is not entitled to be indemnified’ for the expenses.

(c) Right of Indemnitee to Bring Action. If a written claim for indemnification under Paragraph (a) of this Section or for advancement of expenses under Paragraph (b) of this Section is not paid in full by the Corporation within 30 days after the claim has been received by the Corporation, the indemnitee may at any time thereafter bring an Indemnitee Action to recover the unpaid amount of the claim and, if successful in whole or in part, the indemnitee shall also be entitled to be paid the expense of bringing and pursuing such Indemnitee Action. The only defense to an Indemnitee Action to recover on a claim for indemnification under Paragraph (a) of this Section shall be that the conduct of the indemnitee was such that under

Delaware law the corporation is prohibited from indemnifying the indemnitee for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel and stockholders) to have made a determination prior to the commencement of such Indemnitee Action that indemnification of the indemnitee is proper in the circumstances, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or stockholders) that the conduct of the indemnitee was such that indemnification is prohibited by Delaware law, shall be a defense to such Indemnitee Action or create a presumption that the conduct of the indemnitee was such that indemnification is prohibited by Delaware law.

(d) Funding and Insurance. The corporation may create a trust fund, grant a security interest, cause a letter of credit to be issued or use other means (whether or not similar to the foregoing) to ensure the payment of all sums required to be paid by the Corporation to effect indemnification as provided in this Section. The corporation may purchase and maintain insurance to protect itself and any indemnitee against any expenses or liability incurred by the indemnitee in connection with any Action, whether or not the Corporation would have the power to indemnify the indemnitee against the expenses or liability by law or under the provisions of the Section.

(e) Non-Exclusivity, Nature and Extent of Rights. The rights to indemnification and advancement of expenses provided for in this Section shall (i) not be deemed exclusive of any other rights, whether now existing or hereafter created, to which any indemnitee may be entitled under any agreement, provision in the Certificate of Incorporation or Bylaws of the Corporation, vote of stockholders or disinterested directors or otherwise, (ii) be deemed to create contractual rights in favor of each indemnitee who serves at any time while this Section is in effect (and each such indemnitee shall be deemed to be serving in reliance on the provision of this Section), (iii) continue as to each indemnitee who has ceased to have the status pursuant to which the indemnitee was entitled or was designated as entitled to indemnification under this Section and inure to the benefit of the heirs and legal representatives of each indemnitee and (iv) be applicable to Actions commenced after this Section becomes effective, whether arising from acts or omissions occurring before or after this section becomes effective. Any amendment or repeal of this section or adoption of any other Bylaw of this Corporation or

other provision of the Certificate of Incorporation of this Corporation which has the effect of limiting in any way the rights to indemnification or advancement of expenses provided for in this Section shall operate prospectively only and shall not affect any action taken, or any failure to act, by an indemnittee prior to such amendment, repeal, Bylaw or other provision becoming effective.

(f) Partial Indemnity. If an indemnitee is entitled under any provision of this Section to indemnification by the Corporation for some or a portion of other expenses or liability incurred by the indemnitee in the preparation, investigation, defense, appeal or settlement of any Action or Indemnitee Action but not, however, for the total amount thereof, the Corporation shall indemnify the indemnitee for the portion of such expenses or liability to which the indemnitee is entitled.

ARTICLE III
OFFICERS AND EMPLOYEES

Section 3.01. Executive Officers. The Executive Officers of the Corporation shall be the President, a Secretary and a Treasurer, and may include a Chairman of the Board and one or more Vice Presidents as the Board of Directors may from time to time determine, all of whom shall be elected by the Board of Directors. Any two or more offices may be held by the same person. Each Executive Officer shall hold office until the next succeeding annual meeting of the Board of Directors and thereafter until his successor is duly elected and qualified, or until his earlier death, resignation or removal.

Section 3.02. Additional Officers, Other Agents and Employees. The Board of Directors may from time to time appoint or hire such additional officers, assistant officers, agents, employees and independent contractors as the Board deems advisable; and the Board or the President shall prescribe their duties, condition of employment and compensation. Subject to the power of the Board of Directors, the President may employ from time to time such other agents, employees, and independent contractors as he may deem advisable for the prompt and orderly transaction of the business of the Corporation, and he may prescribe their duties and the conditions of their employment, fix their compensation and dismiss them, without prejudice to the contract rights, if any.

Section 3.03. The Chairman. If there shall be a Chairman of the Board, he shall be elected from among the directors, shall preside at all meetings of the stockholders and of the Board, and shall have such other powers and duties as from time to time may be prescribed by the Board.

Section 3.04. The President. The President shall be the chief executive officer of the Corporation. Subject to the control of the Board of Directors, the President shall have general policy supervision of and general management and executive powers over all the property, business, operations and affairs of the Corporation, and shall see that the policies and programs adopted or approved by the Board are carried out. The President shall exercise such further powers and duties as from time to time may be prescribed in these Bylaws or by the Board of Directors.

Section 3.05. The Vice Presidents. The Vice Presidents may be given by resolution of the Board of Directors general executive powers, subject to the control of the President, concerning one or more or all segments of the operations of the Corporation. The Vice Presidents shall exercise such further powers and duties as from time to time may be prescribed in these Bylaws or by the Board of Directors or by the President. At the request of the President or in his absence or disability, the senior Vice President shall exercise all the powers and duties of the President.

Section 3.06. The Secretary and Assistant Secretaries. It shall be the duty of the Secretary (a) to keep or cause to be kept an original or duplicate record of the proceedings of the stockholders and the Board of Directors, and a copy of the Certificate of Incorporation and of the Bylaws; (b) to attend to the giving of notices of the Corporation as may be required by law or these Bylaws; (c) to be custodian of the corporate records and of the seal of the Corporation and see that the seal is affixed to such documents as may be necessary or advisable; (d) to have charge of the stock books of the Corporation, and a share register, giving the names of the stockholders in alphabetical order, and showing their respective addresses, the number and classes of shares held by each, the number and date of certificates issued for the shares, and the date of cancellation of every certificate surrendered for cancellation; and (e) to exercise all powers and duties incident to the office of Secretary, and such other powers and duties as may be

prescribed by the Board of Directors or by the President from time to time. The Secretary by virtue of his office shall be an Assistant Treasurer. The Assistant Secretaries shall assist the Secretary in the performance of his duties and shall also exercise such further powers and duties as from time to time may be assigned to them by the Board of Directors, the President or the Secretary. At the direction of the Secretary or in his absence or disability, an Assistant Secretary shall perform the duties of the Secretary.

Section 3.07. The Treasurer and Assistant Treasurers. The Treasurer shall have custody of all the funds and securities of the Corporation. He shall collect all moneys due the Corporation and deposit such moneys to the credit of the Corporation in such banks, trust companies, or other depositories as may have been duly designated by the Board of Directors. He shall endorse for collection on behalf of the Corporation, checks, notes, drafts and other documents, and may sign and deliver receipts, vouchers and releases of liens evidencing payments made to the Corporation. Subject to Section 5.01 of these Bylaws, he shall cause to be disbursed the funds of the Corporation by payment in cash or by checks or drafts upon the authorized depositories of the Corporation. He shall perform all acts incident to the office of Treasurer and such other duties as may be assigned to him by the Board of Directors. The Treasurer by virtue of his office shall be an Assistant Secretary. The Assistant Treasurers shall assist the Treasurer in the performance of his duties and shall also exercise such further powers and duties as from time to time may be assigned to them by the Board of Directors, the President or the Treasurer. At the direction of the Treasurer or in his absence or disability, as Assistant Treasurer shall perform the duties of the Treasurer.

Section 3.08. Vacancies. Vacancy in any office or position by reason of death, resignation, removal, disqualification, disability or other cause, shall be filled in the manner provided in this Article III for regular election or appointment to such office.

Section 3.09. Delegation of Duties. The Board of Directors may in its discretion delegate for the time being the powers and duties, or any of them, of any officer to any other person whom it may select.

ARTICLE IV
SHARES OF CAPITAL STOCK.

Section 4.01. Share Certificates. Every holder of stock in the Corporation shall be entitled to a certificate or certificates, to be in such form as the Board of Directors may from time to time prescribe, signed by the Chairman of the Board, the President or any Vice President and by the Treasurer or any Assistant Treasurer or the Secretary or any Assistant Secretary. The signatures of such officers may be facsimiles. Each such certificate shall set forth the name of the registered holder thereof, the number and class of shares and the designation of the series, if any, which the certificate represents. The Board of Directors may, if it so determines, direct that certificates for shares of stock of the Corporation be signed by a transfer agent or registered by a registrar or both, in which case such certificates shall not be valid until so signed or registered.

In case any officer of the Corporation who shall have signed, or whose facsimile signature shall have been used on, any certificate of shares of stock of the Corporation shall cease to be such officer, whether because of death, resignation, removal or otherwise, before such certificate shall have been delivered by the Corporation, such certificate shall nevertheless be deemed to have been adopted by the Corporation and may be issued and delivered as though the person who signed such certificate or whose facsimile signature shall have been used thereon had not ceased to be such officer.

Section 4.02. Transfer of Shares. Transfers of shares of stock of the Corporation shall be made only on the books of the Corporation by the registered holder thereof or by his attorney thereunto authorized by an instrument duly executed and filed with the Corporation, and on surrender of the certificate or certificates for such shares properly endorsed or accompanied by properly executed stock powers and evidence of the payment of all taxes imposed upon such transfer. Except as provided in Section 4.04 of this Article IV, every certificate surrendered for transfer shall be cancelled and no new certificate or certificates shall be issued in exchange for any existing certificate until such existing certificate shall have been so cancelled.

Section 4.03. Transfer Agents and Registrars. The Board of Directors may appoint any one or more qualified banks, trust companies or other corporations organized under any law of any state of the United States or under the laws of the United States as agent or agents

for the Corporation in the transfer of the stock of the Corporation and likewise may appoint any one or more such qualified banks, trust companies or other corporation as registrar or registrars of the stock of the Corporation.

Section 4.04. Lost, Stolen, Destroyed or Mutilated Certificates. New certificates for shares of stock may be issued to replace certificates lost, stolen, destroyed or mutilated upon such terms and conditions, which may but need not include the giving of a satisfactory bond or other indemnity, as the Board of Directors may from time to time determine.

Section 4.05. Regulations Relating to Shares. The Board of Directors shall have power and authority to make such rules and regulations not inconsistent with these Bylaws or with law as it may deem expedient concerning the issue, transfer and registration of certificates representing shares of stock of the Corporation.

Section 4.06. Holders of Record. The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder and owner in fact thereof and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise expressly provided by the laws of the State of Delaware.

Section 4.07. Fixing the Record Date. The Board of Directors may fix a record date which does not precede the date on which the resolution fixing such record date is adopted: (a) in order to determine the stockholders entitled to notice of or to vote at any meeting of stockholders provided such record date is not less than ten or more than sixty days prior to the date of any such meeting; (b) in order to determine the stockholders entitled to consent to corporate action in writing without a meeting provided such record date is not more than ten days after the date on which the resolution fixing such record date is adopted;. and (c) in order to determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, provided such record date is not more than sixty days prior to such action.

In such case, only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to notice of, or to vote at, such meeting 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 any record date fixed as aforesaid.

ARTICLE V
LOANS, NOTES, CHECKS, CONTRACTS AND OTHER INSTRUMENTS

Section 5.01. Notes, Checks, etc. All notes, drafts, acceptances, checks, endorsements (other than for deposit) and all evidences of indebtedness of the Corporation whatsoever shall be signed by such officers or agents and shall be subject to such requirements as to countersignature or other conditions as the Board of Directors from time to time may designate. Facsimile signatures on checks may be used unless prohibited by the Board of Directors.

Section 5.02. Execution of Instruments Generally. Except as provided in Section 5.01 of this Article V, all contracts and other instruments requiring execution by the Corporation may be executed and delivered by the President, any Vice President or the Treasurer, and authority to sign any such contracts or instruments, which may be general or confined to specific instances, may be conferred by the Board of Directors upon any other person or persons. Any person having authority to sign on behalf of the corporation may delegate, from time to time, by instrument in writing, all or any part of such authority to any person or persons if authorized so to do by the Board of Directors.

Section 5.03. Proxies in Respect of Stock or Other Securities of Other Corporations. Unless otherwise provided by the Board of Directors, the President may from time to time appoint an attorney or attorneys or an agent or agents of the Corporation to exercise in the name and on behalf of the Corporation the powers and rights which the Corporation may have as the holder of stock or other securities in any other corporation to vote or consent in respect of such stock or other securities, may instruct the person or persons so appointed as to the manner of exercising such powers and rights and may execute or cause to be executed in the name and on behalf of the Corporation and under its corporate seal or otherwise all such written

proxies or other instruments as he may deem necessary or proper in order that the Corporation may exercise its said powers and rights.

ARTICLE VI
GENERAL PROVISIONS

Section 6.01. Offices. The registered office of the Corporation shall be the address determined by the Board of Directors from time to time. The Corporation may have other offices at such place or places as the Board of Directors may from time to time determine or the business of the corporation may require.

Section 6.02. Corporate Seal. The Board of Directors may prescribe the form. of a suitable corporate seal, which shall contain the full name of the Corporation and the year and state of incorporation. Such seal may be used by causing it or a facsimile or reproduction thereof to be affixed to or placed upon the document to be sealed.

Section 6.03. Fiscal Year. Unless otherwise determined by the Board of Directors, the fiscal year of the Corporation shall be the calendar year.

ARTICLE VII
VALIDATION OF CERTAIN CONTRACTS

Section 7.01. No contract or other transaction between the Corporation and another person shall be invalidated or otherwise adversely affected by the fact that any one or more stockholders, directors or officers of the Corporation (i) is pecuniarily or otherwise interested in, or is a stockholder, director, officer, or member of, such other person, or (ii) is a party to, or is in any other way pecuniarily or otherwise interested in, the contract or other transaction, or (iii) is in any way connected with any person pecuniarily or otherwise interested in such contract or other transaction, provided the fact of such interest shall be disclosed or known to the Board of Directors or the stockholders, as the case may be, and in any action of the stockholders or of the Board authorizing or approving any such contract or other transaction, any and every stockholder or director may be counted in determining the existence of a quorum with like force and effect as though he was not so interested, or was not such a stockholder, director, member or officer, or was not such a party, or was not so connected. Such director, stockholder

or officer shall not be liable to account to the Corporation for any profit realized by him from or through any such contract or transaction approved or authorized as aforesaid. As used herein, the term “person” includes a corporation, partnership, firm, association or other legal entity.

ARTICLE VIII
AMENDMENTS

Section 8.01. The Bylaws may be amended, altered and repealed, and new bylaws ‘may be adopted, by the stockholders of the Corporation, or by the Board of Directors when such power is conferred upon the Board of Directors by the Certificate of Incorporation, at any regular or special meeting. No provision of these Bylaws shall vest any property or contract right in any stockholder.

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Entity Number
3224767

Certificate of Organization
Domestic Limited Liability Company
(15 Pa C S § 8913)

Name		
CHRISTIAN C. FARLS		
Address		
705 HARDEN DR.		
City	State	Zip Code
PITTSBURGH	PA	15229

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

f

Fee $125

Filed in the Department of State on [illegible] 2004

/s/ [illegible]
Secretary of the Commonwealth

In compliance with the requirements of 15 Pa C S § 8913 (relating to certificate of organization), the undersigned desiring to organize a limited liability company, hereby certifies that

1. The name of the limited liability company (designator is required, i.e., "company", "limited" or "limited liability company" or abbreviation)

   WORKHORSE RAIL, LLC

2. The (a) address of the limited liability company's initial registered office in the Commonwealth or (b) name of it's commercial registered office provider and the county of venue is

(a) Number and Street	City	State	Zip	County
4885 MCKNIGHT RD	Pittsburgh	PA	15237	ALLEGHENY

(b) Name of Commercial Registered Office Provider — County

c/o

3. The name and address, including street and number, if any of each organizer is (all organizers must sign on page 2)

Name	Address
CHRISTIAN C. FARLS	705 HARDEN DR. PITTSBURGH, PA 15229
[illegible]	[illegible]

4. *Strike out if inapplicable term*

~~A member's interest in the company is to be determined by a certificate of membership interest~~

5. *Strike out if inapplicable*

Management of the company is vested in a manager or managers

6. The specified effective date, if any is___________________________________
month date year hour, if any

~~7. *Strike out if inapplicable:* The company is a restricted professional company organized to render the following restricted professional service(s)~~

____

8. For additional provisions, if any, attach an 8 1/2 x 11 sheet

ATTACHED-A

IN TESTIMONY WHEREOF, the organizer(s) has (have) signed this Certificate of Organization this

__21st_____day of____ [illegible] ______________________________,__________2004 _____________

/s/ Christian C. Farls
Signature

/s/ [illegible]
Signature

/s/
Signature

ATTACHMENT A

The limited liability company shall have perpetual existence.

PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

Statement or Certificate of Change of Registered Office (15 Pa. C.S.) for (check one):

☐ Domestic Business Corporation (§ 1507)
☐ Foreign Business Corporation (§ 4144)
☐ Domestic Nonprofit Corporation (§ 5507)
☐ Foreign Nonprofit Corporation (§ 6144)
☐ Domestic Limited Partnership (§ 8506)
☒ Domestic Limited Liability Company (§8906)

Corporation Service Company

280418-5 /s/ [illegible]

Document will be returned to the name and address you enter to the left.

Fee: $5

In compliance with the requirements of the applicable provisions of 15 Pa. C.S. (relating to change of registered office), the undersigned corporation, limited partnership or limited liability company, desiring to effect a change of registered office, hereby states that:

1. The name is:

WORKHORSE RAIL, LLC

2. Current address as registered with the Department of State. *Complete part (a) or (b) - not both:*

(a) The address of its current register office in this Commonwealth is

4885-A MCKNIGHT RD Pittsburgh PA 15237 Allegheny

Number and street City State Zip County

(b) The name of its current commercial registered office provider and the county of venue is

c/o:

Name of Commercial Registered Office Provider County

3. New address. *Complete part (a) or (b) - not both:*

(a) The address in this Commonwealth to which the registered office of the corporation, limited partnership or limited liability company is to be changed is:

Number and street City State Zip County

(b) The registered office of the corporation, limited partnership or limited liability company shall be provided by:

c/o: Corporation Service Company Dauphin

Name of Commercial Registered Office Provider County

4. *For Corporations only:*

Such change was authorized by the Board of Directors of the corporation.

IN TESTIMONY WHEREOF, the undersigned has caused this Statement or Certificate of Change of Registered Office to be signed by a duly authorized officer, general partner, member or manager there of this

2nd day of September, 2014

WORKHORSE RAIL, LLC

Name of Corporation/Limited Partnership/
Limited Liability Company

/s/ [illegible]

Signature

Manager

Title

AMENDED AND RESTATED OPERATING AGREEMENT
OF
WORKHORSE RAIL, LLC

This Operating Agreement (this "Agreement") has been adopted by Standard Car Truck Company, as the sole owner of membership interests (the "Member") in Workhorse Rail, LLC, a Pennsylvania limited liability company (the "Company").

1. Purpose. The object and purpose of, and the nature of the business to be conducted and promoted by, the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the Pennsylvania Limited Liability Company Act, 15 Pa.C.S. § 8901, et seq., as amended from time to time (the "Act"); and any and all lawful activities necessary or incidental to the foregoing.

2. Term. The existence of the Company commenced on the date the Certificate of Organization of the Company (the "Certificate of Organization") was filed with the Secretary of State of the Commonwealth of Pennsylvania and shall continue indefinitely until the Company is dissolved. The provisions of 15 Pa.C.S. § 8971 (a)(4) regarding dissolution upon certain events shall not apply to the Company.

3. Member. The name and business address of the Member is:

Standard Car Truck Company
1001 Air Brake A venue
Wilmerding, PA 15148

4. Management.

(a) The business and affairs of the Company shall be managed by two or more Managers who shall be appointed by the Member from time to time (the "Board of Managers"). The Board of Managers, on behalf of the Company, shall have the power to do any and all acts necessary or convenient to, or for the furtherance of, the business and affairs of the Company. Each Manager shall hold office until the next annual meeting of Member and until his or her successor shall have been elected and qualified, or until his or her earlier death, resignation or removal. The initial Board of Managers shall be David Seitz and Keith Hildum.

(b) Unless otherwise provided in this Agreement, a majority of the Managers in office shall constitute a quorum for the transaction of business by the Board of Managers, and the act of a majority of the Managers present at a meeting at which a quorum is present shall be the act of the Board of Managers. A Manager who is present at a meeting of the Board of Managers at which action on any matter is taken shall be presumed to have assented to the action unless his dissent is entered in the minutes of the meeting or unless he files his written dissent to the action with the secretary of the meeting before the adjournment thereof or delivers the dissent to the Company immediately after the adjournment of the meeting. The right to dissent shall not apply to a Manager who voted in favor of the action.

(c) Any action required or permitted to be taken at a meeting of the Board of Managers may be taken without a meeting if, prior or subsequent to the action, a consent or consents thereto by all of the Managers in office is filed with the records of the Company. The consents shall be in writing or in electronic form.

(d) Any vacancy occurring on the Board of Managers may be filled by election at an annual or special meeting called for that purpose, or the written consent of the Member. Any vacancy occurring on the Board of Managers may also be filled by action of the remaining Managers at any regular or special meeting of the Board of Managers. A Manager elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

(e) Pursuant to a written consent adopted pursuant to this Agreement, any Manager may be removed, with or without cause, by the Member.

(f) The Board of Managers may appoint by written resolution officers and agents of the Company to which the Board of Managers may delegate by written resolution whatever duties, responsibilities and authority the Board of Managers may desire. Any officer or agent may be removed by the Board of Managers at any time by written resolution.

(g) If an officer of the Company is appointed by the Board of Managers and given a title that is used by officers of a business corporation, the Board of Managers shall be deemed to have delegated to the officer the duties, responsibilities and authority that would normally be exercised by an officer of a business corporation with the same title, unless the Board of Managers provides otherwise by written direction.

(h) The Board of Managers may remove any officer, with or without cause, at any time, subject to the rights, if any, of such officer under a contract of employment with the Company. Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect on the date of receipt of such notice or at any later time specified in the notice (unless such officer is otherwise removed prior to that date); and unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Company under any contract to which the officer is a party.

5. <u>Title to Company Property</u>. All real, personal and other property shall be acquired in the name of the Company and title to any such property so acquired shall vest in the Company itself rather than in the Member.

6. <u>Compensation of Manager or Managers</u>. The Board of Managers shall be reimbursed for all expenses incurred in managing the Company and may, at the election of the Member, be entitled to compensation for management services rendered in an amount to be determined from time to time by the Member.

7. <u>Distributions</u>. Distributions shall be made to the Member (in cash or in kind) at such times and in such aggregate amounts as may be determined by the Board of Managers, subject to and in accordance with applicable law.

8. Elections. The Board of Managers may make any tax elections for the Company permitted under the Internal Revenue Code of 1986, as amended, or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

9. Assignability of Membership Interest. The economic interest of the Member in the Company shall not be assignable and may not be hypothecated, in whole or in part, either voluntarily or by operation of law.

10. Admission of Additional Members. Additional members of the Company may be admitted to the Company at the direction of the Board of Managers only if a new operating agreement or an amendment and restatement of this Agreement is entered into by all such additional members.

11. Liability of the Member, Manager or Board of Managers. The Member, Managers or the Board of Managers shall not have any liability for the debts, obligations or liabilities of the Company or for the acts or omissions of any other member, officer, agent or employee of the Company, except to the extent provided in the Act. The failure of the Member, any Manager or the Board of Managers to observe any formalities or requirements relating to the exercise of the powers of the Member, any Manager or the Board of Managers or the management of the business and affairs of the Company under this Agreement or the Act shall not be grounds for imposing liability on the Member, any Manager or the Board of Managers or for making the Member, any Manager or the Board of Managers subject to any liabilities of the Company.

12. Indemnification. The Company shall indemnify the Member, any Manager or the Board of Managers and those officers, agents and employees of the Company identified in writing by the Member as entitled to indemnity under this section for all costs, losses, liabilities and damages paid or accrued by the Member, any Manager or the Board of Managers or any such designated officer, agent or employee in connection with the business of the Company, except to the extent prohibited by the laws of the Commonwealth of Pennsylvania. In addition, the Company may advance the costs of defense incurred in any such proceeding to the Member, any Manager or the Board of Managers or any such officer, agent or employee upon receipt by the Company of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that the person is not entitled to be indemnified by the Company.

13. Dissolution.

(a) The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (i) the written direction of the Board of Managers, or (ii) the entry of a decree of judicial dissolution under Section 8972 of the Act. The dissolution, insolvency or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause a dissolution of the Company.

(b) Upon dissolution, the Company shall cease carrying on any and all business other than the winding up of the Company business, but the Company shall not be terminated and shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the Act Upon the winding up of the Company, the Company's property shall be distributed (i) first to creditors, including the

Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company's liabilities; and (ii) then to the Member. Such distributions shall be in cash or property or partly in both, as determined by the Board of Managers.

14. Conflicts of Interest. Nothing in this Agreement shall be construed to limit the right of the Member to enter into any transaction that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company. The Member does not violate a duty or obligation to the Company merely because the conduct of the Member furthers the interests of the Member. The Member may lend money to and transact other business with the Company. The rights and obligations of the Member upon lending money to or transacting business with the Company are the same as those of a person who is not the Member, subject to other applicable law. No transaction with the Company shall be void or voidable solely because the Member has a direct or indirect interest in the transaction.

15. Governing Law. This Agreement shall be governed by, and interpreted and enforced in accordance with, the substantive laws of the Commonwealth of Pennsylvania, without reference to the conflicts of law rules of that or any other jurisdiction.

16. Entire Agreement. This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof and supersedes all prior agreements, express or implied, oral or written, with respect thereto. The express terms of this Agreement control and supersede any course of performance or usage of trade inconsistent with any of the terms hereof.

17. Amendment. This Agreement may be amended or modified from time to time only by a written instrument executed by the Member.

18. Rights of Creditors and Third Parties. This Agreement is entered into by the Member solely to govern the operation of the Company. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person other than the heirs, personal representatives and assigns of the Member. Except and only to the extent provided by applicable statute, no creditor or third party shall have any rights under this Agreement or any agreement between the Company and the Member with respect to the subject matter hereof or otherwise.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, has adopted this Operating Agreement as of January 15, 2017 to be effective for all purposes as of such date.

STANDARD CAR TRUCK COMPANY,
Sole Member

By: *\/s/ David M. Seitz*

Name: David M. Seitz

Title: Vice President

Exhibit 3.46

CERTIFICATE OF DOMESTICATION
OF
SOUTHWEST SIGNAL ENGINEERING COMPANY

On behalf of SOUTHWEST SIGNAL ENGINEERING CO., the undersigned President and Director hereby certifies, pursuant to Florida Statutes §607.1801(3) that:

A. The date on which and jurisdiction where the Corporation was first formed, incorporated, or otherwise came to being is Dec. 6, 1988 in the State of Nebraska.

B. The name of the Corporation immediately prior to the filing of this Certificate of Domestication is:

SOUTHWEST SIGNAL ENGINEERING COMPANY

C. The name of the Corporation as set forth in its Articles of Incorporation filed in accordance with Paragraph 2(b) of Florida Statutes §607.1801 is:

SOUTHWEST SIGNAL ENGINEERING COMPANY

D. The jurisdiction that constituted the seat, siege social, or principal place of business of the Corporation or any other equivalent thereto under applicable law immediately prior to this Certificate of Domestication is:

NEBRASKA QUALIFIED IN FLORIDA

Dated this 29 day of January, 2002,

SOUTHWEST SIGNAL ENGINEERING COMPANY

By */s/ James L. Mayer*
James L. Mayer, President & Director

STATE; OF FLORIDA)
:ss
COUNTY OF DUVAL)

Sworn to and subscribed before me on this 29 day of January, 2002.

/s/ [illegible]
Notary Public -

ARTICLES OF INCORPORATION

OF

SOUTHWEST SIGNAL ENGINEERING COMPANY

ARTICLE I. NAME

The name of the corporation is:

SOUTHWEST SIGNAL ENGINEERING COMPANY

The principal office and mailing address of the corporation is 8011 Philips Highway, Suite 11, Jacksonville, Florida 32256, Its business shall be conducted in the United States and its possessions and in all foreign countries, wherever necessary or convenient. The principal office and mailing address is shown above.

ARTICLE II. BUSINESS

The general nature of the business or businesses to be transacted, conducted and carried on by this corporation shall be to engage in any activity or business permitted under the laws of Florida.

ARTICLE III.CAPITAL STOCK

The authorized capital stock of this corporation shall be 10,000 shares of common stock, each share having a par value of $.10

ARTICLE IV. TERM

The term for which this corporation is formed is and shall be perpetual or until dissolved according to law.

ARTICLE V. INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this corporation in the State of Florida is:

8011 Philips Highway, Suite 11
Jacksonville, Florida 32256

The name of the initial registered agent of this corporation at that address is:

James L, Mayer

ARTICLE VI. INITIAL BOARD 0 DIRECTORS

This corporation shall have one (1) Director initially. The number of Directors may be either increased or diminished from time to time by the Bylaws, but shall not be less than one (1). The name and address of the initial Director of this corporation is:

James L. Mayer
8011 Philips Highway, Suite 11
Jacksonville, Florida 32256

ARTICLE VII. BYLAWS

The power to adopt, alter, amend or repeal Bylaws shall be vested in the Board of Directors, subject to the approval of the shareholders.

ARTICLE VIII. RESTRICTIONS ON TRANSFER OF STOCK

Shares held by the initial shareholders and subsequent shareholders may not be resold or otherwise transferred to other persons or hypothecated in any manner unless such shares are first offered to the remaining shareholders or to this corporation. The price and terms at which, and the time within which, such shares may be offered and sold may be further specified by written agreement among all of the shareholders of this corporation.

ARTICLE IX. PREEMPTIVE RIGHTS

Every shareholder, upon the sale for cash of any new stock of this corporation shall have the right to purchase his or her pro rata share thereof at the price at which it is offered to others.

ARTICLE X. SHAREHOLDER QUORUM AND VOTING

Fifty-one percent (51%) of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders,

ARTICLE XI.

The corporation shall indemnify any officer or director, or any former officer or director to the full extent permitted by law.

ARTICLE XII. AMENDMENT

This corporation through its shareholders reserves the right to amend or repeal any provisions contained in these Articles of Incorporation, or any amendment hereto.

ARTICLE XIII. INCORPORATOR

The name and address of the person signing these Articles is:

NAME	ADDRESS
James L. Mayer	8011 Philips Highway, Suite 11 Jacksonville, Florida 32256

IN WITNESS WHEREOF, the undersigned incorporator has hereunto set his hand and seal on this 29 day of January, 2002.

/s/ James L. Mayer
James L. Mayer
Incorporator & Director (SEAL)

STATE OF FLORIDA)
:ss
COUNTY OF DUVAL)

Before me, a notary public authorized to take acknowledgments in the state and county set forth above, personally appeared James L. Mayer, known to me and known by me to be the person who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed those Articles of Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the state and county aforesaid, this 29 day of January, 2002

/s/ [illegible]
Notary Public-State of Florida at Large.

My Commission Expires:

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

SOUTHWEST SIGNAL ENGINEERING COMPANY

Pursuant to Chapter 607.034, Florida Statutes, the following is submitted in compliance with said Act:

First—That SOUTHWEST SIGNAL ENGINEERING COMPANY desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation at City of Jacksonville, County of Duval, State of Florida, has named James L. Mayer, located at 8011 Philips Highway, Suite 11, City of Jacksonville, County of Duval, State of Florida, as its agent to accept service of process within this State.

ACKNOWLEDGMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open this office,

By *|s| James L. Mayer*

James L. Mayer
(Registered Agent)

Articles of Amendment

to

Articles of incorporation

of

Southwest Signal Engineering Company

(Name of Corporation as currently filed with the Florida Dept. of State)

P02000054964

(Document Number of Corporation (if known)

Pursuant to the provisions of suction 607,1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendments(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

Xoralln Inc.

The new name must be distinguishable and contain the word "corporation," or "company," or "incorporated" or the abbreviation "Corp.," or Co.," or the designation "corp," "Inc," or "Co", A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."

B. Enter new principal office address, if applicable:
(Principal office address MUST BE A STREET ADDRESS)

C. Enter new mailing address, if applicable:
(Mailing address MAY BE A POST OFFICE BOX)

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Phone of New Registered Agent:

New Registered Office Address *(Florida street address)*

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:
(attach additional sheets, if necessary)

Title	Name	Address	Type of Action
____	____________	____________	☐ Add
		____________	☐ Remove
		____________	
____	____________	____________	☐ Add
		____________	☐ Remove
		____________	
____	____________	____________	☐ Add
		____________	☐ Remove

E., If amending or adding additional articles, enter change(s) here:
(attach additional sheets, if necessary). (Be specific)

F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:
(if not applicable, indicate N/A)

The date of each amendment(s) adoption: February 18, 2009

Effective date if applicable: ______________________________
(*no more than 90 days after amendment file date)*

Adoption of Amendment(s) (CHECK ONE)

☑ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

☐ The amendment(s) was/were approved by the shareholders through voting groups, *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s);*

"The number of votes cast for the amendment(s) was/were sufficient for approval

by ______________________________________ "
(*voting group*)

☐ The amendment(s) was/were adopted by the board or directors without shareholder action and shareholder action was not required.

☐ The amendment(s) was/wore adopted by the incorporators without shareholder action and shareholder action was not required,

Dated February 10, 2049

Signature: */s/ Satyaprakash C. Krishnarao*
(By a director, president or other officer - if directors or officers have not been selected, by an incorporator in in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Satyaprakash C. Krishnarao
(Typed or printed name of parson signing)

President and Chief Executive Officer
(Title of person signing)

WRITTEN CONSENT
OF
XORAIL, INC.

Xorail Inc, (the "Corporation"), a corporation formed under the laws of Florida and assigned document number P06000156861, hereby consents to the amendment to the articles of incorporation of Southwest Signal Engineering Company, a Florida corporation ("Southwest"), to change the name or Southwest to "Xorail, which name is not distinguishable from the name of the Corporation. The Corporation has been administratively dissolved for failure to file its annual report and does not intent to seek reinstatement, and hereby grants immediate usage rights to the name "Xorail, Inc." to Southwest.

XORAIL, INC.

/s/ Satyaprakash C. Krishnarao
Satyaprakash C Krishnarao
President and Director

Dated: February .18, 2009

ARTICLES OF CORRECTION

for

Xorall, Inc.

Name of corporation as currently fled with the Florida Dept. of State

P02000054964

Document Number (if known)

Pursuant to the provisions of Section 6070124 or 617.0124, Florida Statutes, this corporation files these Articles of Correction within 30 days of the file date of the document being corrected,

These articles of correction correct, Articles of Amendment to Articles of Incorporation
(Document type being corrected)

Filed with the Department of State on: February 23, 2009

Specify the inaccuracy, incorrect statement, or defect;

Item D. of the Articles of Amendment should have added an officer of the company

Correct the Inaccuracy, incorrect statement, or defect:

The name, title and address of the officer is as follows

Gary E. Kujala, Vice President

1548 Silver Bell Lane

Orange Park, FL 32003

/s/ Satyaprakash C. Krishnarao
Illegible signature

Satyaprakash C. Krishnarao
(typed or printed name of person signing)

(title of person signing)

Filing Fee: $35,00 H09000063726

Exhibit 3.47

AMENDED & RESTATED BYLAWS

OF XORAIL, INC.

(hereinafter the "Corporation")

ADOPTED AS OF JANUARY 5, 2010

ARTICLE I

STOCKHOLDERS

Section 1.01. Annual Meetings. Annual meetings of the stockholders shall be held, either within or without the state of Florida, at such date, time and place as may be fixed by the Board of Directors and as set forth in the notice of the meeting.

Section 1.02. Special Meetings. Special meetings of the stockholders may be called at any time, for the purpose or purposes set forth in the call, by the President, the Board of Directors or the holders of at least one-fifth of all the shares of any class outstanding and entitled to vote thereat, by delivering a written request to the Secretary. At any time, upon the written request of any person or persons who have duly called a special meeting, it shall be the duty of the Secretary to fix the date of the meeting, to be held not more than 75 days after receipt of the request, and to give due notice thereof. Special meetings shall be held at such place, either within or without the State of Florida, and at such time and date as the Board of Directors shall determine and as set forth in the notice of the meeting.

Section 1.03. Notice of Annual and Special Meetings. Except as otherwise expressly required by law, notice of each meeting of stockholders, whether annual or special, shall be given, at least 10 and not more than 60 days prior to the date on which the meeting is to be held, to each stockholder of record entitled to vote thereat by delivery of a notice thereof to him personally or by sending a copy thereof through the mail, electronically or by courier, charges prepaid, to his address appearing on the records of the Corporation. Each such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, shall briefly state the purpose or purposes for which the meeting is called. A written waiver of notice, signed by the person or persons entitled to such notice, whether before or after the date and time fixed for the meeting shall be deemed the equivalent of such notice. Neither the business to be

transacted at, nor the purpose of, the meeting need be specified in a waiver of notice of such meeting.

Section 1.04. Quorum. A stockholders' meeting duly called shall not be organized for the transaction of business unless a quorum is present. At any meeting, the presence in person or by proxy of stockholders entitled to cast at least a majority of the votes which all stockholders are entitled to cast on the particular matter shall constitute a quorum for the purpose of considering such matter, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation. The stockholders present at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum. If a meeting cannot be organized because a quorum has not attended, those present may adjourn the meeting from time to time to such time (not more than 30 days after the next previous adjourned meeting) and place as they may determine, without notice other than by announcement at the meeting of the time and place of the adjourned meeting; and in the case of any meeting called for the election of directors, those who attend the second of such adjourned meetings, although entitled to cast less than a majority of the votes entitled to be cast on any matter to be considered at the meeting, shall nevertheless constitute a quorum for the purpose of electing directors.

Section 1.05. Voting. At every meeting of stockholders, each holder of record of issued and outstanding stock of the Corporation entitled to vote at such meeting shall be entitled to vote in person or by proxy and, except where a date has been fixed as the record date for the determination of stockholders entitled to notice of or to vote at such meeting, no holder of record of a share of stock which has been transferred on the books of the Corporation within 10 days next preceding the date of such meeting shall be entitled to notice of or to vote at such meeting in respect of such share so transferred. Resolution of the stockholders shall be adopted, and any action of the stockholders at a meeting upon any matter shall be taken and be valid, only if at least a majority of the votes cast with respect to such resolutions or matter are cast in favor thereof, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation. The Chairman of the Board (if one has been elected and is present) shall be chairman, and the Secretary (if present) shall act as secretary, at all meetings of the stockholders. In the absence of the Chairman of the Board, the President shall be chairman; and

in the absence of both of them, the chairman shall be designated by the Board of Directors or if not so designated shall be elected by the stockholders present; and in the absence of the Secretary, an Assistant Secretary shall act as secretary of the meeting.

Section 1.06. Procedure at Stockholders' Meetings. The organization of each meeting of the stockholders, the order of business thereat and all matters relating to the manner of conducting the meetings shall be determined by the chairman of the meeting, whose decisions may be overruled only by a majority vote (which shall not be by ballot) of the stockholders present and entitled to vote at the meeting in person or by proxy. Meetings shall be conducted in a manner designed to accomplish the business of the meeting in a prompt and orderly fashion and to be fair and equitable to all stockholders, but it shall not be necessary to follow Roberts' Rules of Order or any other manual of parliamentary procedure.

Section 1.07. Action Without a Meeting. Unless otherwise provided by the Certificate of Incorporation, any action required to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, and such written consent is delivered to the Corporation by delivery to its registered office in Florida, its principal place of business or an officer or agent of the Corporation, having custody of the book in which proceedings of meetings of stockholders are recorded. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE II

DIRECTORS

Section 2.01. Number, Election and Term of Office. The number of directors which shall constitute the full Board of Directors shall be determined by resolution of the board of directors or by the stockholders at the annual meeting, except that in the absence of any such determination, such number shall be one. A full Board of Directors shall be elected at each

annual meeting of the stockholders. Each director shall hold office for the term for which he is elected and thereafter until his successor is duly elected or until his death, resignation or removal. Directors need not be stockholders.

Section 2.02. Annual Meetings. Annual meetings of the Board of Directors shall be held each year at the same place as and immediately after the annual meeting of stockholders, or at such other place and time as shall theretofore have been determined by the Board. At its regular annual meeting, the Board of Directors shall organize itself and elect the officers of the Corporation for the ensuing year, and may transact any other business.

Section 2.03. Regular Meetings. Regular meetings of the Board of Directors may be held at such intervals and at such time and place as shall from time to time be determined by the Board. After there has been such determination and notice thereof has been once given to each person then a member of the Board of Directors, regular meetings may be held at such intervals and time and place without further notice being given.

Section 2.04. Special Meetings. Special meetings of the Board of Directors may be called at anytime by the Board, by the Chairman of the Board, by the President or by any two directors, to be held on such day and at such time and place as shall be specified by the person or persons calling the meeting.

Section 2.05. Notice of Annual and Special Meetings. Except as otherwise expressly required by law, notice of the annual meeting of the Board of Directors need not be given. Except as otherwise expressly required by law, notice of every special meeting of the Board of Directors specifying the place, date and time thereof shall be given to each director either by being mailed on at least the third day prior to the date of the meeting or by being sent by mail, electronically, courier, personally or telephone at least 24 hours prior to the time of the meeting. A written waiver of notice of a special meeting, signed by the person or persons entitled to such notice, whether before or after the date and time stated therein fixed for the meeting, shall be deemed the equivalent of such notice, and attendance of a director at a meeting shall constitute a waiver of notice of such meeting except when the director attends the meeting for the express purpose of objecting, when he enters the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.06. Quorum and Manner of Acting. At all meetings of the Board of Directors, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation, the presence of a majority of the full Board shall be necessary and sufficient to constitute a quorum for the transaction of business. If a quorum is not present at any meeting, the meeting may be adjourned from time to time by a majority of the directors present until a quorum as aforesaid shall be present, but notice of the time and place to which such a meeting is adjourned shall be given to any directors not present either by being sent by mail, electronically, courier, personally or telephone at least eight hours prior to the date of reconvening. Resolutions of the Board of Directors shall be adopted, and any action of the Board at a meeting upon any matter shall be taken and be valid, only with the affirmative vote of at least a majority of the directors present at the meeting, except as otherwise provided herein. The chairman of the Board (if one has been elected and is present) shall be the chairman, and the Secretary (if present) shall act as secretary, at all meetings of the Board. In the absence of the Chairman of the Board, the President shall be chairman, and in the absence of both of them the directors present shall select a member of the Board of Directors to be chairman; and in the absence of the Secretary, the chairman of the meeting shall designate any person to act as secretary of the meeting.

Section 2.07. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or on any committee thereof may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by all members of the Board or such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of committee.

Section 2.08. Participation by Conference Telephone. Members of the Board of Directors of the Corporation, or any committee designated by the Board, may participate in a meeting of the Board or committee by means of teleconference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

Section 2.09. Resignations. A director may resign by submitting his written resignation to the Chairman of the Board (if one has been elected) or to the Secretary. Unless

otherwise specified therein, the resignation of a director need not be accepted to make it effective and shall be effective immediately upon its receipt by such officer or as otherwise specified therein. If the resignation of a director specifies that it shall be effective at some time later than receipt, until that time the resigning director shall be competent to act on all matters before the board of Directors, including filling the vacancy caused by such resignation.

Section 2.10. Removal of Directors. The entire Board of Directors or any individual director may be removed at any time for cause or without cause by the holders of a majority of the shares then entitled to vote at an election of directors. The vacancy or vacancies caused in the Board of Directors by such removal may, but need not, be filled by such stockholders at the same meeting or at a special meeting of the stockholders called for that purpose.

Section 2.11. Vacancies. Any vacancy that shall occur in the Board of Directors by reason of death, resignation, removal, increase in the number of directors or any other cause whatever shall, unless filled as provided in Section 2.10 of this Article II, be filled by a majority of the then members of the Board, whether or not a quorum, and each person so elected shall be a director until he or his successor is elected by the stockholders at a meeting called for the purpose of electing directors, or until his death, resignation or removal.

Section 2.12. Compensation of Directors. The Corporation may allow compensation to its directors for their services, as determined from time to time by resolution adopted by the Board of Directors.

Section 2.13. Committees. The Board of Directors may, by resolution adopted by a majority of the full Board, designate one or more committees consisting of directors to have and exercise such authority of the Board in the management of the business and affairs of the Corporation as the resolution of the Board creating such committee may specify and as is otherwise permitted by law. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from

voting, whether or not he or they constitute a quorum, may unanimously appoint another director to act at the meeting in the place of such absent or disqualified member.

Section 2.14. Personal Liability of Directors.

(a) To the fullest extent that the laws of the State of Florida, as the same exist or may hereafter be amended, permit elimination of the personal liability of directors, no director of this Corporation shall be personally liable to this Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

(b) The provisions of this Section 2.14 shall be deemed to be a contract with each director of this Corporation who serves as such at any time which this Section 2.14 is in effect, and each such director shall be deemed to be serving as such in reliance on the provisions of this Section 2.14. Any amendment or repeal of this Section 2.14 or adoption of any Bylaw of the Corporation or other provision of the Certification of Incorporation of this Corporation which has the effect of increasing director liability shall operate prospectively only and shall not affect any action taken, or any failure to act, by a director of this Corporation prior to such amendment, repeal, Bylaw or other provision becoming effective.

Section 2.15. Indemnification of and Advancement of Expenses to Directors, Officers and Others.

(a) Right to Indemnification. Except as prohibited by law, every director and officer of the Corporation shall be entitled as of right to be indemnified by the Corporation against all expenses and liability (as those terms are defined below in this Paragraph) incurred by such person in connection with any actual or threatened claim, action, suit or proceeding, whether civil, criminal, administrative, investigative or other, or whether brought by or against such person or by or in the right of the Corporation or otherwise, in which such person may be involved, as a party or otherwise, by reason of such person being or having been a director or officer of the Corporation or a subsidiary of the Corporation or by reason of the fact that such person is or was serving at the request of the Corporation as a director, officer, employee, fiduciary or other representative of another corporation, partnership, joint venture, trust, employee benefit plan or other entity (such claim, action, suit or proceeding hereinafter being

referred to as an "Action"); provided, however, that no such right to indemnification shall exist with respect to an Action brought by an indemnitee (as defined below) against the Corporation (an "Indemnitee Action") except as provided in the last sentence of this Paragraph. Persons who are not directors or officers of the Corporation may be similarly indemnified in respect of service to the Corporation or a subsidiary of the Corporation or to another such entity at the request of the Corporation to the extent the Board of Directors of the Corporation at any time designates any of such persons as entitled to the benefits of this Section. As used in this Section, "indemnitee" includes each director and officer of the Corporation and each other person designated by the Board of Directors of the Corporation as entitled to the benefits of this Section; "expenses" means all expenses actually and reasonably incurred, including fees and expenses of counsel selected by an indemnitee; and "liability" means all liability incurred, including the amounts of any judgments, excise taxes, fines or penalties and any amounts paid in settlement. An indemnitee shall be entitled to be indemnified pursuant to the Section against expenses incurred in connection with an Indemnitee Action if (i) the Indemnitee Action is instituted under Paragraph (c) of this Section and the indemnitee is successful in whole or in part in such Indemnitee Action, (ii) the indemnitee is successful in whole or in part in another Indemnitee Action for which expenses are claimed, or (iii) the indemnification for expenses is included in a settlement of, or is awarded by a court in, such other Indemnitee Action.

(b) Right to Advancement of Expenses. Every indemnitee shall be entitled as of right to have the expenses of the indemnitee in defending any Action or in bringing and pursuing any Indemnitee Action under Paragraph (c) of this Section paid in advance by the Corporation prior to final disposition of the action or Indemnitee Action, provided that the Corporation received a written undertaking by or on behalf of the indemnitee to repay the amount advanced if it should ultimately be determined that the indemnitee is not entitled to be indemnified' for the expenses.

(c) Right of Indemnitee to Bring Action. If a written claim for indemnification under Paragraph (a) of this Section or for advancement of expenses under Paragraph (b) of this Section is not paid in full by the Corporation within 30 days after the claim has been received by the Corporation, the indemnitee may at any time thereafter bring an Indemnitee Action to recover the unpaid amount of the claim and, if successful in whole or in part, the indemnitee

shall also be entitled to be paid the expense of bringing and pursuing such Indemnitee Action. The only defense to an Indemnitee Action to recover on a claim for indemnification under Paragraph (a) of this Section shall be that the conduct of the indemnitee was such that under Florida law the corporation is prohibited from indemnifying the indemnitee for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel and stockholders) to have made a determination prior to the commencement of such Indemnitee Action that indemnification of the indemnitee is proper in the circumstances, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or stockholders) that the conduct of the indemnitee was such that indemnification is prohibited by Florida law, shall be a defense to such Indemnitee Action or create a presumption that the conduct of the indemnitee was such that indemnification is prohibited by Florida law.

(d) Funding and Insurance. The corporation may create a trust fund, grant a security interest, cause a letter of credit to be issued or use other means (whether or not similar to the foregoing) to ensure the payment of all sums required to be paid by the Corporation to effect indemnification as provided in this Section. The corporation may purchase and maintain insurance to protect itself and any indemnitee against any expenses or liability incurred by the indemnitee in connection with any Action, whether or not the Corporation would have the power to indemnify the indemnitee against the expenses or liability by law or under the provisions of the Section.

(e) Non-Exclusivity, Nature and Extent of Rights. The rights to indemnification and advancement of expenses provided for in this Section shall (i) not be deemed exclusive of any other rights, whether now existing or hereafter created, to which any indemnitee may be entitled under any agreement, provision in the Certificate of Incorporation or Bylaws of the Corporation, vote of stockholders or disinterested directors or otherwise, (ii) be deemed to create contractual rights in favor of each indemnitee who serves at any time while this Section is in effect (and each such indemnitee shall be deemed to be serving in reliance on the provision of this Section), (iii) continue as to each indemnitee who has ceased to have the status pursuant to which the indemnitee was entitled or was designated as entitled to indemnification under this Section and inure to the benefit of the heirs and legal representatives of each

indemnitee and (iv) be applicable to Actions commenced after this Section becomes effective, whether arising from acts or omissions occurring before or after this section becomes effective. Any amendment or repeal of this section or adoption of any other Bylaw of this Corporation or other provision of the Certificate of Incorporation of this Corporation which has the effect of limiting in any way the rights to indemnification or advancement of expenses provided for in this Section shall operate prospectively only and shall not affect any action taken, or any failure to act, by an indemnittee prior to such amendment, repeal, Bylaw or other provision becoming effective.

(f) Partial Indemnity. If an indemnitee is entitled under any provision of this Section to indemnification by the Corporation for some or a portion of other expenses or liability incurred by the indemnitee in the preparation, investigation, defense, appeal or settlement of any Action or Indemnitee Action but not, however, for the total amount thereof, the Corporation shall indemnify the indemnitee for the portion of such expenses or liability to which the indemnitee is entitled.

ARTICLE III

OFFICERS AND EMPLOYEES

Section 3.01. Executive Officers. The Executive Officers of the Corporation shall be the President, a Secretary and a Treasurer, and may include a Chairman of the Board and one or more Vice Presidents as the Board of Directors may from time to time determine, all of whom shall be elected by the Board of Directors. Any two or more offices may be held by the same person. Each Executive Officer shall hold office until the next succeeding annual meeting of the Board of Directors and thereafter until his successor is duly elected and qualified, or until his earlier death, resignation or removal.

Section 3.02. Additional Officers, Other Agents and Employees. The Board of Directors may from time to time appoint or hire such additional officers, assistant officers, agents, employees and independent contractors as the Board deems advisable; and the Board or the President shall prescribe their duties, condition of employment and compensation. Subject to the power of the Board of Directors, the President may employ from time to time such other agents, employees, and independent contractors as he may deem advisable for the prompt and

orderly transaction of the business of the Corporation, and he may prescribe their duties and the conditions of their employment, fix their compensation and dismiss them, without prejudice to the contract rights, if any.

Section 3.03. The Chairman. If there shall be a Chairman of the Board, he shall be elected from among the directors, shall preside at all meetings of the stockholders and of the Board, and shall have such other powers and duties as from time to time may be prescribed by the Board.

Section 3.04. The President. The President shall be the chief executive officer of the Corporation. Subject to the control of the Board of Directors, the President shall have general policy supervision of and general management and executive powers over all the property, business, operations and affairs of the Corporation, and shall see that the policies and programs adopted or approved by the Board are carried out. The President shall exercise such further powers and duties as from time to time may be prescribed in these Bylaws or by the Board of Directors.

Section 3.05. The Vice Presidents. The Vice Presidents may be given by resolution of the Board of Directors general executive powers, subject to the control of the President, concerning one or more or all segments of the operations of the Corporation. The Vice Presidents shall exercise such further powers and duties as from time to time may be prescribed in these Bylaws or by the Board of Directors or by the President. At the request of the President or in his absence or disability, the senior Vice President shall exercise all the powers and duties of the President.

Section 3.06. The Secretary and Assistant Secretaries. It shall be the duty of the Secretary (a) to keep or cause to be kept an original or duplicate record of the proceedings of the stockholders and the Board of Directors, and a copy of the Certificate of Incorporation and of the Bylaws; (b) to attend to the giving of notices of the Corporation as may be required by law or these Bylaws; (c) to be custodian of the corporate records and of the seal of the Corporation and see that the seal is affixed to such documents as may be necessary or advisable; (d) to have charge of the stock books of the Corporation, and a share register, giving the names of the stockholders in alphabetical order, and showing their respective addresses, the number and

classes of shares held by each, the number and date of certificates issued for the shares, and the date of cancellation of every certificate surrendered for cancellation; and (e) to exercise all powers and duties incident to the office of Secretary, and such other powers and duties as may be prescribed by the Board of Directors or by the President from time to time. The Secretary by virtue of his office shall be an Assistant Treasurer. The Assistant Secretaries shall assist the Secretary in the performance of his duties and shall also exercise such further powers and duties as from time to time may be assigned to them by the Board of Directors, the President or the Secretary. At the direction of the Secretary or in his absence or disability, an Assistant Secretary shall perform the duties of the Secretary.

Section 3.07. The Treasurer and Assistant Treasurers. The Treasurer shall have custody of all the funds and securities of the Corporation. He shall collect all moneys due the Corporation and deposit such moneys to the credit of the Corporation in such banks, trust companies, or other depositories as may have been duly designated by the Board of Directors. He shall endorse for collection on behalf of the Corporation, checks, notes, drafts and other documents, and may sign and deliver receipts, vouchers and releases of liens evidencing payments made to the Corporation. Subject to Section 5.01 of these Bylaws, he shall cause to be disbursed the funds of the Corporation by payment in cash or by checks or drafts upon the authorized depositories of the Corporation. He shall perform all acts incident to the office of Treasurer and such other duties as may be assigned to him by the Board of Directors. The Treasurer by virtue of his office shall be an Assistant Secretary. The Assistant Treasurers shall assist the Treasurer in the performance of his duties and shall also exercise such further powers and duties as from time to time may be assigned to them by the Board of Directors, the President or the Treasurer. At the direction of the Treasurer or in his absence or disability, as Assistant Treasurer shall perform the duties of the Treasurer.

Section 3.08. Vacancies. Vacancy in any office or position by reason of death, resignation, removal, disqualification, disability or other cause, shall be filled in the manner provided in this Article III for regular election or appointment to such office.

Section 3.09. Delegation of Duties. The Board of Directors may in its discretion delegate for the time being the powers and duties, or any of them, of any officer to any other person whom it may select.

ARTICLE IV

SHARES OF CAPITAL STOCK.

Section 4.01. Share Certificates. Every holder of stock in the Corporation shall be entitled to a certificate or certificates, to be in such form as the Board of Directors may from time to time prescribe, signed by the Chairman of the Board, the President or any Vice President and by the Treasurer or any Assistant Treasurer or the Secretary or any Assistant Secretary. The signatures of such officers may be facsimiles. Each such certificate shall set forth the name of the registered holder thereof, the number and class of shares and the designation of the series, if any, which the certificate represents. The Board of Directors may, if it so determines, direct that certificates for shares of stock of the Corporation be signed by a transfer agent or registered by a registrar or both, in which case such certificates shall not be valid until so signed or registered.

In case any officer of the Corporation who shall have signed, or whose facsimile signature shall have been used on, any certificate of shares of stock of the Corporation shall cease to be such officer, whether because of death, resignation, removal or otherwise, before such certificate shall have been delivered by the Corporation, such certificate shall nevertheless be deemed to have been adopted by the Corporation and may be issued and delivered as though the person who signed such certificate or whose facsimile signature shall have been used thereon had not ceased to be such officer.

Section 4.02. Transfer of Shares. Transfers of shares of stock of the Corporation shall be made only on the books of the Corporation by the registered holder thereof or by his attorney thereunto authorized by an instrument duly executed and filed with the Corporation, and on surrender of the certificate or certificates for such shares properly endorsed or accompanied by properly executed stock powers and evidence of the payment of all taxes imposed upon such transfer. Except as provided in Section 4.04 of this Article IV, every certificate surrendered for transfer shall be cancelled and no new certificate or certificates shall be issued in exchange for any existing certificate until such existing certificate shall have been so cancelled.

Section 4.03. Transfer Agents and Registrars. The Board of Directors may appoint any one or more qualified banks, trust companies or other corporations organized under any law of any state of the United States or under the laws of the United States as agent or agents for the Corporation in the transfer of the stock of the Corporation and likewise may appoint any one or more such qualified banks, trust companies or other corporation as registrar or registrars of the stock of the Corporation.

Section 4.04. Lost, Stolen, Destroyed or Mutilated Certificates. New certificates for shares of stock may be issued to replace certificates lost, stolen, destroyed or mutilated upon such terms and conditions, which may but need not include the giving of a satisfactory bond or other indemnity, as the Board of Directors may from time to time determine.

Section 4.05. Regulations Relating to Shares. The Board of Directors shall have power and authority to make such rules and regulations not inconsistent with these Bylaws or with law as it may deem expedient concerning the issue, transfer and registration of certificates representing shares of stock of the Corporation.

Section 4.06. Holders of Record. The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder and owner in fact thereof and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise expressly provided by the laws of the State of Florida.

Section 4.07. Fixing the Record Date. The Board of Directors may fix a record date which does not precede the date on which the resolution fixing such record date is adopted: (a) in order to determine the stockholders entitled to notice of or to vote at any meeting of stockholders provided such record date is not less than ten or more than sixty days prior to the date of any such meeting; (b) in order to determine the stockholders entitled to consent to corporate action in writing without a meeting provided such record date is not more than ten days after the date on which the resolution fixing such record date is adopted;. and (c) in order to determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any

change, conversion or exchange of stock, or for the purpose of any other lawful action, provided such record date is not more than sixty days prior to such action.

In such case, only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to notice of, or to vote at, such meeting 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 any record date fixed as aforesaid.

ARTICLE V

LOANS, NOTES, CHECKS, CONTRACTS AND OTHER INSTRUMENTS

Section 5.01. Notes, Checks, etc. All notes, drafts, acceptances, checks, endorsements (other than for deposit) and all evidences of indebtedness of the Corporation whatsoever shall be signed by such officers or agents and shall be subject to such requirements as to countersignature or other conditions as the Board of Directors from time to time may designate. Facsimile signatures on checks may be used unless prohibited by the Board of Directors.

Section 5.02. Execution of Instruments Generally. Except as provided in Section 5.01 of this Article V, all contracts and other instruments requiring execution by the Corporation may be executed and delivered by the President, any Vice President or the Treasurer, and authority to sign any such contracts or instruments, which may be general or confined to specific instances, may be conferred by the Board of Directors upon any other person or persons. Any person having authority to sign on behalf of the corporation may delegate, from time to time, by instrument in writing, all or any part of such authority to any person or persons if authorized so to do by the Board of Directors.

Section 5.03. Proxies in Respect of Stock or Other Securities of Other Corporations. Unless otherwise provided by the Board of Directors, the President may from time to time appoint an attorney or attorneys or an agent or agents of the Corporation to exercise in the name and on behalf of the Corporation the powers and rights which the Corporation may have as the holder of stock or other securities in any other corporation to vote or consent in

respect of such stock or other securities, may instruct the person or persons so appointed as to the manner of exercising such powers and rights and may execute or cause to be executed in the name and on behalf of the Corporation and under its corporate seal or otherwise all such written proxies or other instruments as he may deem necessary or proper in order that the Corporation may exercise its said powers and rights.

ARTICLE VI

GENERAL PROVISIONS

Section 6.01. Offices. The registered office of the Corporation shall be the address determined by the Board of Directors from time to time. The Corporation may have other offices, within or without the State of Florida, at such place or places as the Board of Directors may from time to time determine or the business of the corporation may require.

Section 6.02. Corporate Seal. The Board of Directors may prescribe the form. of a suitable corporate seal, which shall contain the full name of the Corporation and the year and state of incorporation. Such seal may be used by causing it or a facsimile or reproduction thereof to be affixed to or placed upon the document to be sealed.

Section 6.03. Fiscal Year. Unless otherwise determined by the Board of Directors, the fiscal year of the Corporation shall be the calendar year.

ARTICLE VII

VALIDATION OF CERTAIN CONTRACTS

Section 7.01. No contract or other transaction between the Corporation and another person shall be invalidated or otherwise adversely affected by the fact that any one or more stockholders, directors or officers of the Corporation (i) is pecuniarily or otherwise interested in, or is a stockholder, director, officer, or member of, such other person, or (ii) is a party to, or is in any other way pecuniarily or otherwise interested in, the contract or other transaction, or (iii) is in any way connected with any person pecuniarily or otherwise interested in such contract or other transaction, provided the fact of such interest shall be disclosed or known to the Board of Directors or the stockholders, as the case may be, and in any action of the stockholders or of the Board authorizing or approving any such contract or other transaction, any

and every stockholder or director may be counted in determining the existence of a quorum with like force and effect as though he was not so interested, or was not such a stockholder, director, member or officer, or was not such a party, or was not so connected. Such director, stockholder or officer shall not be liable to account to the Corporation for any profit realized by him from or through any such contract or transaction approved or authorized as aforesaid. As used herein, the term “person” includes a corporation, partnership, firm, association or other legal entity.

ARTICLE VIII

AMENDMENTS

Section 8.01. The Bylaws may be amended, altered and repealed, and new bylaws ‘may be adopted, by the stockholders of the Corporation, or by the Board of Directors when such power is conferred upon the Board of Directors by the Certificate of Incorporation, at any regular or special meeting. No provision of these Bylaws shall vest any property or contract right in any stockholder.

Exhibit 3.48

KNOW ALL MEN BY THESE PRESENTS that the undersigned, Adult residents of the State of Wisconsin, do hereby make, sign, and agree to the following

ARTICLES OF ORGANIZATION:

ARTICLE FIRST: The undersigned have associated, and do hereby associate themselves together for the purpose of forming a corporation under Chapter 180 of the Wisconsin Statutes of 1925, and Acts amendatory thereof and supplementary thereto, the business and purposes of which corporation shall be to manufacture, buy, sell or trade in cooling radiators or condensers of any type for cooling internal combustion engines, compressors and other like equipment; also to manufacture, sell or trade in heaters, heating systems and heating units for houses, factories, warehouses, garages, or for any other purpose; and to manufacture, sell or trade in various automotive appliances and the like; and to buy, sell or trade in real estate necessary to the purposes of the corporation, which business is to be carried on within the State of Wisconsin, and especially within the County of :Racine, in said State.

ARTICLE SECOND: The name of said corporation shall be YOUNG RADIATOR COMPANY, and its location shall be in the City of Racine, in the State of Wisconsin.

ARTICLE THIRD; The capital stock- of said corporation shall consist of twelve hundred and fifty (1250) shares of seven (7%) per cent Cumulative Preferred Stock, each of which shares shall be of the face or par value of One Hundred ($100) Dollars, and twenty-five hundred (2500) shares of Common Stock, without nominal or par value, to be issued by the corporation from time to time for such consideration as may be fixed from time to time by the Board of Directors°

The holders of the Preferred Stock shall be entitled to receive, when and as declared by the Board of Directors, from the surplus or net profits of the

corporation, yearly dividends at the rate of 7% per annum, and no mere, payable quarter-yearly. Said dividends on the Preferred Stock shall be cumulative and shall be paid or set apart before any dividends shall be paid on the Common Stock, so that if, in any year, dividends amounting to 7% shall not have been paid on said Preferred Stock, the deficiency shall be payable before any dividends shall be paid or set apart for the Common Stock. In the event of liquidation, or dissolution, or winding-up (whether voluntary or involuntary) of the corporation, the holders of the Preferred Stock shall be entitled to be paid in full therefor, the par amount of their shares out of the assets of the corporation before any amount shall be paid to the holders of the Common Stock; and after the payment to the holders of the Preferred Stock of its full par value, with unpaid dividends, the remaining assets shall be divided among and paid to the owners of the Common Stock according to their respective shares. The holders or owners of the Preferred Stock shall not be entitled to vote in the corporation, except in cases where such vote is expressly granted by statute, or unless the dividends thereon shall be unpaid for two full years, and then only until:b4h delinquent dividends shall be fully paid.

The Preferred Stock may be redeemed and retired by the corporation, in whole or in part, at the discretion of the Board of Directors, at any time on or after five years from the date of its issue, in such order and manner as the Board of Directors shall determine or as shall be prescribed by the By-Laws, by paying to the holder or holders thereof $100 per shire, together with all unpaid and accrued dividends thereon to the date of redemption.

ARTICLE FOURTH: The general officers of said corporation shall be a President, Vice-President, Secretary and Treasurer and the Board of Directors shall consist of five (5) stockholders

ARTICLE FIFTH: The principal duties of the President shall be to preside at all meetings of the stockholders and board of directors and to have a general supervision of the affairs of the corporation.

The principal duties of the Vice-President Shall be to discharge the duties of the President in the event of the absence or disability, for any cause whatever, of the latter.

The principal duties of the Secretary shall be to countersign all deeds, leases and conveyances executed by the corporation, affix the seal of the corporation thereto, and to such other papers as shall be required or directed to be sealed, and to keep a record of the proceedings of the stockholders and board of directors, and to safely and systematically keep all books, papers, records and documents belonging to the corporation, or in any wise pertaining to the business thereof.

The Principal duties of the treasurer shall be to keep and account for all moneys, credits and property, of any and every nature, of the corporation, which shall come into his hands, and keep an accurate account of all moneys received and disbursed, and proper vouchers for moneys disbursed, and to render such accounts, statements and inventories of moneys received and disbursed, and of money and property on hand, and generally of all matters pertaining to this office, as shall be required by the board of directors.

The Board of Directors may provide for the appointment of such additional officers as they may deem for the best interests of the corporation.

Whenever the Board of Directors may so order the offices of Secretary and Treasurer and the offices of President and Treasurer may be held by one and the same person.

ARTICLE SIXTH Only persons holding stock according to the regulations of the corporation shall be members of it.

ARTICLE SEVENTH: These articles may be amended by resolution setting forth such amendment or amendments, adopted at any meeting of the stockholders by a vote of at least two thirds of all the stock of said corporation then outstanding.

IN WITNESS WHEREOF we have hereunto set our hands this 9th day of July, A.D. 1927.

Signed in presence of

	/s/ Fred W. Young
/s/ [illegible]	*/s/ M. L Walker*
/s/ [illegible]	*/s/ Charles T. Wratters*

STATE OF WISCONSIN

BB

RACINE COUNTY

Personally came before me this 9th day of July, A.D. 1927, the above-named Fred W. Young, M. L Walker, and Charles T. Wratters to me known to be the persons who executed the foregoing instrument, and acknowledged the same.

/s/ [illegible]
Notary Public

Racine County

State of Wisconsin

My Commission expires Jan 11 1931

AMENDMENT TO ARTICLES OF ORGANIZATION
Of
YOUNG RADIATOR COMPANY

RESOLVED, That the portion of the Articles or Organization of this Corporation, YOUNG RADIATOR COMPANY, contained in Articles FIRST to SEVENTH (inclusive) thereof, be and hereby is amended and renumbered to read as follows:

ARTICLE FIRST

The undersigned have associated and do hereby associate themselves together for the purpose of forming a corporation under Chapter 180 of the Wisconsin Statutes of 1925, and Acts amendatory thereof and supplementary thereto.

ARTICLE SECOND

The business and purposes of this Corporation shall be:

(1) To engage in, conduct and carry on a general manufacturing, jobbing and engineering business, or any of said activities, and any or all activities related, incidental or convenient thereto, particularly including, but not limited to, the business of manufacturing, buying, selling, dealing and trading in heat-exchange products and heat-transfer products of any and all kinds;

(2) To manufacture, purchase and otherwise produce and acquire goods, wares, merchandise, materials, products and personal property of any and every kind, nature and description, and own, hold, sell, lease, mortgage, pledge, encumber and otherwise dispos6 of, trade and deal in and with the same; and

(3) Generally to buy, own, hold, sell, lease, mortgage, pledge, encumber, trade and deal in and with, and otherwise acquire and dispose of, property of any and all kinds, real, personal or mixed, tangible or intangible, which shall be, or shall be deemed to be, necessary, appropriate or convenient for any lawful business or purpose of the Corporation; any or all, of which business is to be carried on within the State of Wisconsin and at any other place or places whatsoever.

ARTICLE THIRD

The name of this Corporation shall be YOUNG RADIATOR COMPANY, and its location shall be in the City of Racine, County of Racine, State of Wisconsin.

ARTICLE FOURTH

The capital stock of this Corporation shall be Six Hundred Twenty-five Thousand ($625,000.00) Dollars, consisting of One Thousand Two Hundred Fifty (1,250) shares of seven (7%) per cent Cumulative Preferred Stock, each of which shares shall be of the face or par value of One Hundred ($100.00) Dollars, and Five Hundred Thousand (500,000) shares of Common Stock, each of which shares shall be of the face or par value of One ($1.00) Dollar.

(1) The holders of the Preferred Stock shall be entitled to receive, when and as declared by the Board of Directors, from the surplus or net profits of the Corporation, yearly, dividends at the rate of 7% per annum, and no more, payable quarter-yearly. Said dividends on the Preferred Stock shall be cumulative and shall be paid or set apart before any dividends shall be paid on the Common Stock, so that if, in any year, dividends amounting to 7% shall not have been paid on said Preferred Stock, the deficiency shell be payable before any dividends shall be paid or set apart for the Common Stock. In the event of liquidation, or dissolution, or winding-up (whether voluntary or involuntary) of the Corporation, the holders of the Preferred Stock shall be

entitled to be paid in full therefor, the par amount of their shares out of the assets of the Corporation before any amount shall be paid to the holders of the Common Stock; and after the payment to the holders of the Preferred Stock of its full par value, with unpaid dividends, the remaining assets shall be divided among and paid to the owners of the Common Stock according to their respective shares. The holders or owners of the Preferred Stock shall not be entitled to vote in the Corporation, except in cases there such vote is expressly granted by statute, or unless the dividends thereon shall, be un-paid for two full years, and the only until such delinquent dividends shall be fully paid.

(2) The Preferred Stock may be redeemed and retired by the Corporation, in whole or in part, at the discretion of the Board of Directors, at any time on or after five years from the date of its issue. In such order and manner as the Board of Directors shall determine or as shall be prescribed by the By-Laws, by paying to the holder or holders thereof $105,00 per share, together with all unpaid and accrued dividends thereon to the date of redemption.

(3) No stockholder of this Corporation shall have any pre-emptive right to subscribe for or purchase or acquire or receive any additional or new shares of any kind or class of stock or any stock, rights, warrants, obligations or other securities whatsoever which may be created or issued by the Corporation at any

ARTICLE FIFTH

The general officers of this Corporation shall be a President, Vice-President, Secretary and Treasurer; and the Board of Directors shall consist of such number of persons, either stockholders or non-stockholders or both, as may be fixed by the By-Laws from time to time, but not less than three (3) in number.

ARTICLE SIXTH

The principal duties of the general officers of this Corporation shall be as follows:

(1) The principal duties of the President shall be to preside at all meetings of the Board of Directors and stockholders, and to have a general supervision of the affairs of the Corporation.

(2) The principal duties of the Vice- President shall be to discharge the duties of the President in the event of the absence or disability, for any cause whatever, of the latter.

(3) The principal duties of the Secretary shall be to countersign all deeds, leases and conveyances executed by the Corporation, affix the seal of the Corporation thereto, and to such other papers as shall be required or directed to be sealed, and to keep a record of the proceedings of the Board of Directors and stockholders, and to safely and systematically keep all books, papers, records and documents belonging to the Corporation, or in any wise pertaining to the business thereof, consistent, however, with any related functions and duties of the Treasurer with reference thereto.

(4) The principal duties of the Treasurer shall be to keep and account for all moneys, credits and property, of any and every nature, of the Corporation, which shall come into his hands, and keep an accurate account of all moneys received and disbursed, and proper vouchers for moneys disbursed, and to render such accounts, statements and Inventories of moneys received and disbursed, and of money and property on hand, and generally of all matters pertaining to this office, as shall be required by the Board of Directors.

(5) The Board of Directors from time to time may provide for and elect or appoint such additional officers and assistant officers as they may deem for the best interests of the Corporation, and define their duties and fix their compensation.

(6) Any two offices the duties of which may lawfully be performed by the same person (but not the offices of President and Vice-President) may be held by the same person at the same ,time, whenever the Board of Directors shall so determine from time to time, either by express order or by electing one person .to any such two offices.

(7) The said officers shall perform such additional or different duties as shall from time to time be imposed or required by the Board of Directors, or as may be prescribed from time to time by the By-Laws.

ARTICLE SEVENTH

Only persons holding stock according to the regulations of the Corporation shall, be members of it.

ARTICLE EIGHTH

Except as expressly prohibited or restricted by this Corporation may subscribe for, take or hold stock (including any accompanying or related rights) in any other

ARTICLE NINTH

These Articles of Organization may be amended in the manner provided by law

* * * * * * * * * * * * * *

xxxxxxxxxxxxx

RESOLVED that ARTICLE FOURTH of the Articles of Incorporation of this Corporation, YOUNG RADIATOR COMPANY, as heretofore amended and now in effect, be and hereby is further amended to read as, follows

ARTICLE FOURTH

(1) The capital stock or this Corporation 'Mall be Five Hundred Thousand ($500,000.00) Dollars, consisting of Five Hundred Thousand (500,000) shares of Common Stock" all of which shares shall be of the face or par value of One ($1.00) Dollar.

(2) No stockholder of this Corporation shall have any preemptive right -to subscribe for or purchase or acquire or receive any additional or new shares of any kind or class of 'Block or, any stock rights, warrants, obligations or other securities whatsoever which may be created or issued ,by the Corporation at any time or times.

The undersigned offices of YOUNG RADIATOR COMPANY, a Wisconsin corporation

Of Racine, Wisconsin

(1) xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

(2) The foregoing amendment of the articles of incorporation of said corporation was adopted by the shareholders on the 27th day of March, 1961, by the following vote:

Classes of shares	Number of shares outstanding	Number of entitled to vote	Number voted For	Number voted Against
Common	268,825	268,825	262,542	None
Preferred	None	None		

(3) (see instruction *6*) xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

(4) The original articles of incorporation are recorded with the register of deeds of Racine County, Wisconsin in Vol. I and Page 366.

Dated and seal (if any) affixed this 27th day of March, 1961.

/s/ F.M. Young - President

(Affix Seal or state that there is none)

/s/ W.H. Schleck - Secretary

xxxxxxxxxx

RESOLVED that ARTICLE FOURTH of the Articles of Incorporation of this Corporation, YOUNG RADIATOR COMPANY, as heretofore amended and now in effect, be and hereby is further amended to read as follows;

ARTICLE FOURTH

(1) The capital stock of this Corporation shall be Two Million ($2,000,000) Dollars, consisting of Two Million (2,000,000) shares of Common Stock, all of which shall be of the face or par value of One ($1.00) Dollar per share.

(2) No stockholder of this Corporation shall have any preemptive right to subscribe for or purchase or acquire or receive any additional or new shares of any kind or class of stock or any stock rights, warrants, obligations or other securities whatsoever which may be created or issued by the Corporation at any time or times.

The undersigned offices of YOUNG RADIATOR COMPANY, a Wisconsin corporation Of Racine, Wisconsin

(1) xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

(2) The foregoing amendment of the articles of incorporation of said corporation was adopted by the shareholders on the 25th day of March, 1968, by the following vote:

Classes of shares	Number of shares outstanding	Number of entitled to vote	Number voted For	Number voted Against
Common	268,825	268,825	265,658	None
Preferred	None	None		

(3) (see instruction *6*) xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Dated and seal (if any) affixed this 25th day of March, 1968.

/s/ F.M. Young - President

(Affix Seal or state that there is none)

/s/ W.H. Schleck - Secretary

This Document was drafted by

Charles F. Wratten
Name
Please print or type

ARTICLES OF AMENDMENT

Stock (for profit)

A. Name of Corporation: YOUNG RADIATOR COMPANY
Prior to any change effected by this amendment)

Text of Amendment:

See Attachment A.

B. Amendment(s) to the articles of incorporation adopted on April 15, 1991 Indicate the method of adoption by checking the appropriate choice below:

( ) By the Board of Directors (In accordance with see. 180.1002, Wis. Stets.)

OR

(*X*) By the Board of Directors and Shareholders (In accordance with sec. 180.1003, Wis. Stats.)

OR

( ) By Incorporators or Board of Directors, before issuance of shares (In accordance with set. 180.1035, Wis. Stats.)

C. Execrated on behalf of the corporation on April 15, 1991
(*date*)

/s/ Fred M. Young , Jr
(*signature*)

Fred M. Young, Jr.
(printed name)

President
(*title*)

D. This document was drafted by John. E. Dunn, Esq
(*name of individual required by law*)

SEE REVERSE for Instructions, Suggestions, Filing Fees and Procedures

Printed on Recycled Paper

ATTACHMENT A

RESOLVED, that Article Fourth of the Articles of Incorporation of this corporation be amended to read in its entirety as follows:

(1) The aggregate number of shares which the Corporation shall have authority to issue is 141, consisting of one class only, designated as "Common Stock."

(2) No stockholder of this Corporation shall have any preemptive right to subscribe for or purchase or acquire or receive any additional or new shares of any kind or class of stock or any stock rights, warrants, obligations or other securities whatsoever which may be created or issued by the Company at any time or times.

(3) At the close of business on the day the amendment to this Article Fourth adopted by the shareholders on April 15, 1991 is filed with the Wisconsin Secretary of State (the "Effective Time"), each share of the Corporation's Common Stock, of the par value of $1.00 per share ("Old Share"), then issued and outstanding or held in the Corporation's treasury shall, without any further action required on the part of the Corporation or its shareholders, be changed into new shares of Common Stock ("New Share"), at the rate of one New Share for each 14,112 Old Shares previously issued. No fractions of a New Share shall be issued to the holders of record of the Old Shares immediately prior to the Effective Time who would otherwise be entitled thereto as a result of such conversion, but in lieu thereof, the Corporation shall pay in cash to such persons, upon surrender of the certificate or certificates representing their Old Shares, an amount of $10.00 for each Old Share resulting in a fraction of a New Share of Common Stock. Each shareholder of record immediately prior to the Effective Time shall surrender to the Corporation the certificate or certificates representing such holder's Old Shares as a condition to distribution of any cash payable for such holder's fractional interest in New Shares, and, in the case of a holder of 14,112 or more Old Shares, in exchange for one or more certificates representing the reduced number of New Shares into which such Old Shares have been converted. Only certificates for the New Shares will be transferable upon the books and records of the Company."

ARTICLES OF AMENDMENT
Stock (for profit)

Young Radiator Company

A. Name of Corporation: Young Radiator Company
(Prior to any change effected by this amendment)

Text of Amendment (*Refer to the existing articles of incorporation and instruction A. Determine those items to be changed and set forth below the number identifying the paragraph being changed and how the amended paragraph is to read*.)

RESOLVED, THAT, the articles of incorporation he amended as follows: Article FOURTH of the Articles of Incorporation shall be amended in its entirety to read as follows: "The aggregate number of shares that the Corporation shall have authority to issue is One Thousand (1,000) shares which shall be designated as Common Stock.

B. Amendment (s) adopted on July 30, 1999
(*date*)

Indicate the method of adoption by checking the appropriate choice below:

( ) In accordance with sec. 180.1002, Wis. Slats. (By the Board of Directors)

OR

(x) In accordance with sec. 180.1003, Wis. Stats. (By the Board of Directors and Shareholders)

OR

( ) In accordance with sec. 180.1005, Wis. Stats. (By Incorporators or Board of Directors, before issuance of shares)

C. Executed on behalf of the corporation on July 30, 1999
(date)

/s/ Jeannette Fisher-Garber
(Signature)

Jeanette Fisher-Garber
(printed name)

Vice President
(officer's title)

D. this document was drafted by Lisa Falenski, Legal Assistant.
(*name of individual required by law*)

FILING FEE—$40.00 OR MORE

SEE REVERSE for Instructions, Suggestions, Filing Fees; and Procedures

ARTICLES OF MERGER

OF

DOMESTIC AND FOREIGN CORPORATIONS

FIRST: The name and state of incorporation of the merging corporations are;

NAME	STATE OF INCORPORATION
Young Radiator Company	Wisconsin
MotivePower USA, Inc.	Delaware
Motor Coils Manufacturing Company	Pennsylvania

SECOND: The current name of the surviving corporation is Young Radiator Company, a Wisconsin Corporation, which shall change its name to Young Touchstone Company,

THIRD: The adopted agreement and Plan of Merger (the “Plan”) is attached as

Exhibit A,

FOURTH: The Plan was approved by each foreign corporation that is a party to the merger in accordance with the laws of the state under which it was incorporated, and by Young Radiator Company in accordance with Sections 180.1101 and 180.1103 of the Wisconsin Business Corporation Law.

FIFTH: The merger is effective at 2:00 p.m. Eastern Standard Time on Juno 30, 2000.

Executed on June 30 2000 by Young Radiator Company, the surviving corporation, on behalf of all parties to the merger

By: /s/ Alvaro Garcia - Tunon
Alvaro Garcia-Tunon
Vice President & Secretary

This document was drafted by Christi Davis,

AGREEMENT AND PLAN OF MERGER
OF
YOUNG RADIATOR COMPANY
AND
MOTIVEPOWER USA, INC.
AND
MOTOR COILS MANUFACTURING COMPANY

This AGREEMENT AND PLAN OF MERGER (this "***Merger Agreement***") ***is*** made as of June, 30, 2000 by and among **YOUNG RADIATOR COMPANY**, a Wisconsin corporation (***the*** "***Company***"), **MOTIVEPOWER USA, INC.**, a Delaware corporation ("***MotivePower***"), and **MOTOR COILS MANUFACTURING COMPANY**, a Pennsylvania corporation ("***Motor Coils***").

WHEREAS, the Company, MotivePower and Motive Coils desire to accomplish the merger provided tor in this Merger Agreement (the "***Merger***").

WHEREAS, the Pennsylvania Business Corporation Law (the "***PBCL***"), the Delaware General Corporation Law ("***DGCL***") and the Wisconsin Business Corporation Law (the "*WBCL*") permit a merger of a business corporation formed under the laws of the State of Delaware and a business corporation form under the laws of the Commonwealth of Pennsylvania with and into a business corporation formed under the laws of the State of Wisconsin.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and intending to be legally bound hereby, the parties hereby agree as follows:

1. **Terms of Merger**. On the Effective Date (as defined in Section 4(b) hereof), MotivePower and Motor Coils shall merge with and into the Company pursuant to the provisions of Section 180.1107 of the WBCL, Section 252 of the DGCL and Section 1921 of the PBCL. The terms and conditions of the Merger and the manner of carrying the same into effect are as set forth in this Merger Agreement.

2. **Surviving Corporation**. The Company shall survive the Merger (the "*Continuing* ***Corporation***") and shall continue to be governed by the WBCL. MotivePower shall not survive the Merger. MotivePower shall cease to have a separate corporate existence under the DGCL. Motor Coils shall not survive the Merger. Motor Coils shall cease to have a separate existence under the PBCL. The name of the Continuing Corporation shall be changed from Young Radiator Company to Young Touchstone Company pursuant to Section 5 hereof,

3. **Treatment of Shares**.

(a) Each share of capital stock of the Company issued and outstanding immediately prior to the Effective Date shall remain outstanding, without change by reason of the Merger.

(b) Each share of capital stock of MotivePower and Motor Coils issued and outstanding immediately prior to the Effective Date shall be and be deemed to be retired and cancelled without consideration.

4. **Effective Date**.

(a) This Merger Agreement shall 1; submitted to the Board of Directors and to the shareholders of MotivePower, Motor Coils and Young.

(b) This Merger Agreement shall become effective upon the date and time specified in the Certificate of Merger filed with the Department of Financial Institutions of Wisconsin as contemplated by WBCL Section 180.1105 (the "*Effective Date*").

5. **Articles of Incorporation**. Except as provided in this paragraph 5, the Articles of Incorporation of the Company, as in effect immediately prior to the Effective Date, shall be the Articles of Incorporation of the Continuing Corporation, and shall remain unchanged until amended in accordance with the respective provisions thereof and of applicable law. Pursuant to Section 180.1107(c) and 180.1101(3)(a) of the WBCL, on and as of the Effective Date, the following amendment shall be made to the Articles of Incorporation:

The Articles of Incorporation shall be modified to reflect the new name of the corporation, Young Touchstone Company.

6. **Bylaws**. The Bylaws of the Company, as in effect immediately prior to the Effective Date, shall be the Bylaws of the Continuing Corporation, and shall remain unchanged until amended in accordance with the respective provisions thereof and of applicable law.

7. **Directors and Officers**. On and as of the Effective Date, the directors and officers of the Company shall be as follows and shall continue to serve in such capacity, respectively, until such time as their successors are elected and qualified:

Directors

William E. Kassling
Robert J. Brooks

Officers

President	Joseph S. Crawford, Jr.
VP, Controller & Asst. Secretary	Brain W. Moroney
VP & General Manager	Rick J. Dezek
VP & General Manager	C. Haywood Haines
VP & Treasurer	Robert J. Brooks
VP & Secretary	Alvaro Garcia-Tunon
Assistant Secretary	George A. Socher

The number of directors which shall constitute the full Board of Directors is fixed at two. All other members of the Board of Directors resign as of the Effective Date.

8. **Powers of Continuing Corporation**. On and as of the Effective Date, the Continuing Corporation shall possess all of the rights, privileges, powers and franchises, as well of a public as of a private nature, of Motor Coils and MotivePower; and all property, real, personal and mixed, and all debts due on whatever account and all other chores in action and all and every other interest, of or belonging to or due to Motor Coils and MotivePower so merged, shall be deemed to be vested in the Continuing Corporation without further act or deed; and the title to any real estate or any interest therein, vested in any of such corporations, shall not revert or be in any way impaired by reason of the Merger, In addition, on and as of the Effective Date, the Continuing Corporation shall thenceforth be responsible and liable for all the liabilities, obligations and penalties of Motor Coils and MotivePower so merged. All rights of creditors and all liens upon any property of Motor Coils and MotivePower shall be preserved unimpaired, and all debts, liabilities and duties of Motor Coils and MotivePower shall thenceforth attach to the Continuing Corporation, and may be enforced against the Continuing Corporation to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Continuing Corporation. Motor Coils and MotivePower hereby agree from time to time, as and when requested by the Continuing Corporation, or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Continuing Corporation may deem necessary or desirable in order to vest in and conform to the Continuing Corporation title to and possession of any property of Motor Coils and MotivePower acquired or to be acquired by reason of or as a result of the merger and otherwise to carry out the intent and purposes hereof, and the proper officers and directors of the Continuing Corporation are fully authorized in the name of Motor Coils and MotivePower or otherwise to take any and all such action. For purposes of the preceding sentence, the officers and directors of the Continuing Corporation in office at the time shall be deemed to be the officers and directors of Motor Coils and MotivePower.

9. **Termination**. This Merger Agreement may be terminated by the Board of Directors of MotivePower, Motor Coils or the Company at any time prior to the Effective Date notwithstanding prior approval of this. Agreement by the Board of Directors and the shareholders of MotivePower, Motor Coils or the Company.

IN WITNESS WHEREOF, each of the corporate parties hereto, pursuant to authority duly granted by its Board of Directors, has caused this Merger Agreement to be executed on behalf of each of the parties hereto as of the date first set forth above.

YOUNG RADIATOR COMPANY

By *[/s/ Alvaro Garcia Tunon]*
Alvaro Garcia - Tunon
Vice President & Secretary

MOTIVEPOWER USA, INC

By: *[/s/ Alvaro Garcia Tunon]*
Alvaro Garcia - Tunon
Vice President & Secretary

MOTOR COILS MANUFACTURING COMPANY

By: *[/s/ Alvaro Garcia Tunon]*
Alvaro Garcia - Tunon
Vice President & Secretary

Exhibit 3.49

BYLAWS

OF YOUNG TOUCHSTONE COMPANY

(hereinafter the "Corporation")

ARTICLE I

STOCKHOLDERS

Section 1.01. Annual Meetings. Annual meetings of the stockholders shall be held, either within or without the state of Wisconsin, at such date, time and place as may be fixed by the Board of Directors and as set forth in the notice of the meeting.

Section 1.02. Special Meetings. Special meetings of the stockholders may be called at any time, for the purpose or purposes set forth in the call, by the President, the Board of Directors or the holders of at least one-fifth of all the shares of any class outstanding and entitled to vote thereat, by delivering a written request to the Secretary. At any time, upon the written request of any person or persons who have duly called a special meeting, it shall be the duty of the Secretary to fix the date of the meeting, to be held not more than 75 days after receipt of the request, and to give due notice thereof. Special meetings shall be held at such place, either within or without the State of Wisconsin, and at such time and date as the Board of Directors shall determine and as set forth in the notice of the meeting.

Section 1.03. Notice of Annual and Special Meetings. Except as otherwise expressly required by law, notice of each meeting of stockholders, whether annual or special, shall be given, at least 10 and not more than 60 days prior to the date on which the meeting is to be held, to each stockholder of record entitled to vote thereat by delivery of a notice thereof to him personally or by sending a copy thereof through the mail, electronically or by courier, charges prepaid, to his address appearing on the records of the Corporation. Each such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, shall briefly state the purpose or purposes for which the meeting is called. A written waiver of notice, signed by the person or persons entitled to such notice, whether before or after the date and time fixed for the meeting shall be deemed the equivalent of such notice. Neither the business to be transacted at, nor the purpose of, the meeting need be specified in a waiver of notice of such meeting.

Section 1.04. Quorum. A stockholders' meeting duly called shall not be organized for the transaction of business unless a quorum is present. At any meeting, the presence in person or by proxy of stockholders entitled to cast at least a majority of the votes which all stockholders are entitled to cast on the particular matter shall constitute a quorum for the purpose of considering such matter, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation. The stockholders present at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum. If a meeting cannot be organized because a quorum has not attended, those present may adjourn the meeting from time to time to such time (not more than 30 days after the next previous adjourned meeting) and place as they may determine, without notice other than by announcement at the meeting of the time and place of the adjourned meeting; and in the case of any meeting called for the election of directors, those who attend the second of such adjourned meetings, although entitled to cast less than a majority of the votes entitled to be cast on any matter to be considered at the meeting, shall nevertheless constitute a quorum for the purpose of electing directors.

Section 1.05. Voting. At every meeting of stockholders, each holder of record of issued and outstanding stock of the Corporation entitled to vote at such meeting shall be entitled to vote in person or by proxy and, except where a date has been fixed as the record date for the determination of stockholders entitled to notice of or to vote at such meeting, no holder of record of a share of stock which has been transferred on the books of the Corporation within 10 days next preceding the date of such meeting shall be entitled to notice of or to vote at such meeting in respect of such share so transferred. Resolution of the stockholders shall be adopted, and any action of the stockholders at a meeting upon any matter shall be taken and be valid, only if at least a majority of the votes cast with respect to such resolutions or matter are cast in favor thereof, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation. The Chairman of the Board (if one has been elected and is present) shall be chairman, and the Secretary (if present) shall act as secretary, at all meetings of the stockholders. In the absence of the Chairman of the Board, the President shall be chairman; and in the absence of both of them, the chairman shall be designated by the Board of Directors or if not so designated shall be elected by the stockholders present; and in the absence of the Secretary, an Assistant Secretary shall act as secretary of the meeting.

Section 1.06. Procedure at Stockholders' Meetings. The organization of each meeting of the stockholders, the order of business thereat and all matters relating to the manner of conducting the meetings shall be determined by the chairman of the meeting, whose decisions may be overruled only by a majority vote (which shall not be by ballot) of the stockholders present and entitled to vote at the meeting in person or by proxy. Meetings shall be conducted in a manner designed to accomplish the business of the meeting in a prompt and orderly fashion and to be fair and equitable to all stockholders, but it shall not be necessary to follow Roberts' Rules of Order or any other manual of parliamentary procedure.

Section 1.07. Action Without a Meeting. Unless otherwise provided by the Certificate of Incorporation, any action required to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, and such written consent is delivered to the Corporation by delivery to its registered office in Wisconsin, its principal place of business or an officer or agent of the Corporation, having custody of the book in which proceedings of meetings of stockholders are recorded. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE II

DIRECTORS

Section 2.01. Number, Election and Term of Office. The number of directors which shall constitute the full Board of Directors shall be determined by resolution of the board of directors or by the stockholders at the annual meeting, except that in the absence of any such determination, such number shall be one. A full Board of Directors shall be elected at each annual meeting of the stockholders. Each director shall hold office for the term for which he is elected and thereafter until his successor is duly elected or until his death, resignation or removal. Directors need not be stockholders.

Section 2.02. Annual Meetings. Annual meetings of the Board of Directors shall be held each year at the same place as and immediately after the annual meeting of stockholders, or at such other place and time as shall theretofore have been determined by the Board. At its regular annual meeting, the Board of Directors shall organize itself and elect the officers of the Corporation for the ensuing year, and may transact any other business.

Section 2.03. Regular Meetings. Regular meetings of the Board of Directors may be held at such intervals and at such time and place as shall from time to time be determined by the Board. After there has been such determination and notice thereof has been once given to each person then a member of the Board of Directors, regular meetings may be held at such intervals and time and place without further notice being given.

Section 2.04. Special Meetings. Special meetings of the Board of Directors may be called at anytime by the Board, by the Chairman of the Board, by the President or by any two directors, to be held on such day and at such time and place as shall be specified by the person or persons calling the meeting.

Section 2.05. Notice of Annual and Special Meetings. Except as otherwise expressly required by law, notice of the annual meeting of the Board of Directors need not be given. Except as otherwise expressly required by law, notice of every special meeting of the Board of Directors specifying the place, date and time thereof shall be given to each director either by being mailed on at least the third day prior to the date of the meeting or by being sent by mail, electronically, courier, personally or telephone at least 24 hours prior to the time of the meeting. A written waiver of notice of a special meeting, signed by the person or persons entitled to such notice, whether before or after the date and time stated therein fixed for the meeting, shall be deemed the equivalent of such notice, and attendance of a director at a meeting shall constitute a waiver of notice of such meeting except when the director attends the meeting for the express purpose of objecting, when he enters the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.06. Quorum and Manner of Acting. At all meetings of the Board of Directors, except as otherwise expressly provided by law or by the Certificate of Incorporation or Bylaws of the Corporation, the presence of a majority of the full Board shall be necessary and

sufficient to constitute a quorum for the transaction of business. If a quorum is not present at any meeting, the meeting may be adjourned from time to time by a majority of the directors present until a quorum as aforesaid shall be present, but notice of the time and place to which such a meeting is adjourned shall be given to any directors not present either by being sent by mail, electronically, courier, personally or telephone at least eight hours prior to the date of reconvening. Resolutions of the Board of Directors shall be adopted, and any action of the Board at a meeting upon any matter shall be taken and be valid, only with the affirmative vote of at least a majority of the directors present at the meeting, except as otherwise provided herein. The chairman of the Board (if one has been elected and is present) shall be the chairman, and the Secretary (if present) shall act as secretary, at all meetings of the Board. In the absence of the Chairman of the Board, the President shall be chairman, and in the absence of both of them the directors present shall select a member of the Board of Directors to be chairman; and in the absence of the Secretary, the chairman of the meeting shall designate any person to act as secretary of the meeting.

Section 2.07. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or on any committee thereof may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by all members of the Board or such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of committee.

Section 2.08. Participation by Conference Telephone. Members of the Board of Directors of the Corporation, or any committee designated by the Board, may participate in a meeting of the Board or committee by means of teleconference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

Section 2.09. Resignations. A director may resign by submitting his written resignation to the Chairman of the Board (if one has been elected) or to the Secretary. Unless otherwise specified therein, the resignation of a director need not be accepted to make it effective and shall be effective immediately upon its receipt by such officer or as otherwise specified therein. If the resignation of a director specifies that it shall be effective at some time later than

receipt, until that time the resigning director shall be competent to act on all matters before the board of Directors, including filling the vacancy caused by such resignation.

Section 2.10. Removal of Directors. The entire Board of Directors or any individual director may be removed at any time for cause or without cause by the holders of a majority of the shares then entitled to vote at an election of directors. The vacancy or vacancies caused in the Board of Directors by such removal may, but need not, be filled by such stockholders at the same meeting or at a special meeting of the stockholders called for that purpose.

Section 2.11. Vacancies. Any vacancy that shall occur in the Board of Directors by reason of death, resignation, removal, increase in the number of directors or any other cause whatever shall, unless filled as provided in Section 2.10 of this Article II, be filled by a majority of the then members of the Board, whether or not a quorum, and each person so elected shall be a director until he or his successor is elected by the stockholders at a meeting called for the purpose of electing directors, or until his death, resignation or removal.

Section 2.12. Compensation of Directors. The Corporation may allow compensation to its directors for their services, as determined from time to time by resolution adopted by the Board of Directors.

Section 2.13. Committees. The Board of Directors may, by resolution adopted by a majority of the full Board, designate one or more committees consisting of directors to have and exercise such authority of the Board in the management of the business and affairs of the Corporation as the resolution of the Board creating such committee may specify and as is otherwise permitted by law. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another director to act at the meeting in the place of such absent or disqualified member.

Section 2.14. Personal Liability of Directors.

(a) To the fullest extent that the laws of the State of Wisconsin, as the same exist or may hereafter be amended, permit elimination of the personal liability of directors, no director of this Corporation shall be personally liable to this Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

(b) The provisions of this Section 2.14 shall be deemed to be a contract with each director of this Corporation who serves as such at any time which this Section 2.14 is in effect, and each such director shall be deemed to be serving as such in reliance on the provisions of this Section 2.14. Any amendment or repeal of this Section 2.14 or adoption of any Bylaw of the Corporation or other provision of the Certification of Incorporation of this Corporation which has the effect of increasing director liability shall operate prospectively only and shall not affect any action taken, or any failure to act, by a director of this Corporation prior to such amendment, repeal, Bylaw or other provision becoming effective.

Section 2.15. Indemnification of and Advancement of Expenses to Directors, Officers and Others.

(a) Right to Indemnification. Except as prohibited by law, every director and officer of the Corporation shall be entitled as of right to be indemnified by the Corporation against all expenses and liability (as those terms are defined below in this Paragraph) incurred by such person in connection with any actual or threatened claim, action, suit or proceeding, whether civil, criminal, administrative, investigative or other, or whether brought by or against such person or by or in the right of the Corporation or otherwise, in which such person may be involved, as a party or otherwise, by reason of such person being or having been a director or officer of the Corporation or a subsidiary of the Corporation or by reason of the fact that such person is or was serving at the request of the Corporation as a director, officer, employee, fiduciary or other representative of another corporation, partnership, joint venture, trust, employee benefit plan or other entity (such claim, action, suit or proceeding hereinafter being referred to as an “Action”); provided, however, that no such right to indemnification shall exist with respect to an Action brought by an indemnitee (as defined below) against the Corporation (an “Indemnitee Action”) except as provided in the last sentence of this Paragraph. Persons who

are not directors or officers of the Corporation may be similarly indemnified in respect of service to the Corporation or a subsidiary of the Corporation or to another such entity at the request of the Corporation to the extent the Board of Directors of the Corporation at any time designates any of such persons as entitled to the benefits of this Section. As used in this Section, “indemnitee” includes each director and officer of the Corporation and each other person designated by the Board of Directors of the Corporation as entitled to the benefits of this Section; “expenses” means all expenses actually and reasonably incurred, including fees and expenses of counsel selected by an indemnitee; and “liability” means all liability incurred, including the amounts of any judgments, excise taxes, fines or penalties and any amounts paid in settlement. An indemnitee shall be entitled to be indemnified pursuant to the Section against expenses incurred in connection with an Indemnitee Action if (i) the Indemnitee Action is instituted under Paragraph (c) of this Section and the indemnitee is successful in whole or in part in such Indemnitee Action, (ii) the indemnitee is successful in whole or in part in another Indemnitee Action for which expenses are claimed, or (iii) the indemnification for expenses is included in a settlement of, or is awarded by a court in, such other Indemnitee Action.

(b) Right to Advancement of Expenses. Every indemnitee shall be entitled as of right to have the expenses of the indemnitee in defending any Action or in bringing and pursuing any Indemnitee Action under Paragraph (c) of this Section paid in advance by the Corporation prior to final disposition of the action or Indemnitee Action, provided that the Corporation received a written undertaking by or on behalf of the indemnitee to repay the amount advanced if it should ultimately be determined that the indemnitee is not entitled to be indemnified’ for the expenses.

(c) Right of Indemnitee to Bring Action. If a written claim for indemnification under Paragraph (a) of this Section or for advancement of expenses under Paragraph (b) of this Section is not paid in full by the Corporation within 30 days after the claim has been received by the Corporation, the indemnitee may at any time thereafter bring an Indemnitee Action to recover the unpaid amount of the claim and, if successful in whole or in part, the indemnitee shall also be entitled to be paid the expense of bringing and pursuing such Indemnitee Action. The only defense to an Indemnitee Action to recover on a claim for indemnification under Paragraph (a) of this Section shall be that the conduct of the indemnitee was such that under

Wisconsin law the corporation is prohibited from indemnifying the indemnitee for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel and stockholders) to have made a determination prior to the commencement of such Indemnitee Action that indemnification of the indemnitee is proper in the circumstances, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or stockholders) that the conduct of the indemnitee was such that indemnification is prohibited by Wisconsin law, shall be a defense to such Indemnitee Action or create a presumption that the conduct of the indemnitee was such that indemnification is prohibited by Wisconsin law.

(d) Funding and Insurance. The corporation may create a trust fund, grant a security interest, cause a letter of credit to be issued or use other means (whether or not similar to the foregoing) to ensure the payment of all sums required to be paid by the Corporation to effect indemnification as provided in this Section. The corporation may purchase and maintain insurance to protect itself and any indemnitee against any expenses or liability incurred by the indemnitee in connection with any Action, whether or not the Corporation would have the power to indemnify the indemnitee against the expenses or liability by law or under the provisions of the Section.

(e) Non-Exclusivity, Nature and Extent of Rights. The rights to indemnification and advancement of expenses provided for in this Section shall (i) not be deemed exclusive of any other rights, whether now existing or hereafter created, to which any indemnitee may be entitled under any agreement, provision in the Certificate of Incorporation or Bylaws of the Corporation, vote of stockholders or disinterested directors or otherwise, (ii) be deemed to create contractual rights in favor of each indemnitee who serves at any time while this Section is in effect (and each such indemnitee shall be deemed to be serving in reliance on the provision of this Section), (iii) continue as to each indemnitee who has ceased to have the status pursuant to which the indemnitee was entitled or was designated as entitled to indemnification under this Section and inure to the benefit of the heirs and legal representatives of each indemnitee and (iv) be applicable to Actions commenced after this Section becomes effective, whether arising from acts or omissions occurring before or after this section becomes effective. Any amendment or repeal of this section or adoption of any other Bylaw of this Corporation or

other provision of the Certificate of Incorporation of this Corporation which has the effect of limiting in any way the rights to indemnification or advancement of expenses provided for in this Section shall operate prospectively only and shall not affect any action taken, or any failure to act, by an indemnitee prior to such amendment, repeal, Bylaw or other provision becoming effective.

(f) Partial Indemnity. If an indemnitee is entitled under any provision of this Section to indemnification by the Corporation for some or a portion of other expenses or liability incurred by the indemnitee in the preparation, investigation, defense, appeal or settlement of any Action or Indemnitee Action but not, however, for the total amount thereof, the Corporation shall indemnify the indemnitee for the portion of such expenses or liability to which the indemnitee is entitled.

ARTICLE III

OFFICERS AND EMPLOYEES

Section 3.01. Executive Officers. The Executive Officers of the Corporation shall be the President, a Secretary and a Treasurer, and may include a Chairman of the Board and one or more Vice Presidents as the Board of Directors may from time to time determine, all of whom shall be elected by the Board of Directors. Any two or more offices may be held by the same person. Each Executive Officer shall hold office until the next succeeding annual meeting of the Board of Directors and thereafter until his successor is duly elected and qualified, or until his earlier death, resignation or removal.

Section 3.02. Additional Officers, Other Agents and Employees. The Board of Directors may from time to time appoint or hire such additional officers, assistant officers, agents, employees and independent contractors as the Board deems advisable; and the Board or the President shall prescribe their duties, condition of employment and compensation. Subject to the power of the Board of Directors, the President may employ from time to time such other agents, employees, and independent contractors as he may deem advisable for the prompt and orderly transaction of the business of the Corporation, and he may prescribe their duties and the conditions of their employment, fix their compensation and dismiss them, without prejudice to the contract rights, if any.

Section 3.03. The Chairman. If there shall be a Chairman of the Board, he shall be elected from among the directors, shall preside at all meetings of the stockholders and of the Board, and shall have such other powers and duties as from time to time may be prescribed by the Board.

Section 3.04. The President. The President shall be the chief executive officer of the Corporation. Subject to the control of the Board of Directors, the President shall have general policy supervision of and general management and executive powers over all the property, business, operations and affairs of the Corporation, and shall see that the policies and programs adopted or approved by the Board are carried out. The President shall exercise such further powers and duties as from time to time may be prescribed in these Bylaws or by the Board of Directors.

Section 3.05. The Vice Presidents. The Vice Presidents may be given by resolution of the Board of Directors general executive powers, subject to the control of the President, concerning one or more or all segments of the operations of the Corporation. The Vice Presidents shall exercise such further powers and duties as from time to time may be prescribed in these Bylaws or by the Board of Directors or by the President. At the request of the President or in his absence or disability, the senior Vice President shall exercise all the powers and duties of the President.

Section 3.06. The Secretary and Assistant Secretaries. It shall be the duty of the Secretary (a) to keep or cause to be kept an original or duplicate record of the proceedings of the stockholders and the Board of Directors, and a copy of the Certificate of Incorporation and of the Bylaws; (b) to attend to the giving of notices of the Corporation as may be required by law or these Bylaws; (c) to be custodian of the corporate records and of the seal of the Corporation and see that the seal is affixed to such documents as may be necessary or advisable; (d) to have charge of the stock books of the Corporation, and a share register, giving the names of the stockholders in alphabetical order, and showing their respective addresses, the number and classes of shares held by each, the number and date of certificates issued for the shares, and the date of cancellation of every certificate surrendered for cancellation; and (e) to exercise all powers and duties incident to the office of Secretary, and such other powers and duties as may be

prescribed by the Board of Directors or by the President from time to time. The Secretary by virtue of his office shall be an Assistant Treasurer. The Assistant Secretaries shall assist the Secretary in the performance of his duties and shall also exercise such further powers and duties as from time to time may be assigned to them by the Board of Directors, the President or the Secretary. At the direction of the Secretary or in his absence or disability, an Assistant Secretary shall perform the duties of the Secretary.

Section 3.07. The Treasurer and Assistant Treasurers. The Treasurer shall have custody of all the funds and securities of the Corporation. He shall collect all moneys due the Corporation and deposit such moneys to the credit of the Corporation in such banks, trust companies, or other depositories as may have been duly designated by the Board of Directors. He shall endorse for collection on behalf of the Corporation, checks, notes, drafts and other documents, and may sign and deliver receipts, vouchers and releases of liens evidencing payments made to the Corporation. Subject to Section 5.01 of these Bylaws, he shall cause to be disbursed the funds of the Corporation by payment in cash or by checks or drafts upon the authorized depositories of the Corporation. He shall perform all acts incident to the office of Treasurer and such other duties as may be assigned to him by the Board of Directors. The Treasurer by virtue of his office shall be an Assistant Secretary. The Assistant Treasurers shall assist the Treasurer in the performance of his duties and shall also exercise such further powers and duties as from time to time may be assigned to them by the Board of Directors, the President or the Treasurer. At the direction of the Treasurer or in his absence or disability, as Assistant Treasurer shall perform the duties of the Treasurer.

Section 3.08. Vacancies. Vacancy in any office or position by reason of death, resignation, removal, disqualification, disability or other cause, shall be filled in the manner provided in this Article III for regular election or appointment to such office.

Section 3.09. Delegation of Duties. The Board of Directors may in its discretion delegate for the time being the powers and duties, or any of them, of any officer to any other person whom it may select.

ARTICLE IV

SHARES OF CAPITAL STOCK.

Section 4.01. Share Certificates. Every holder of stock in the Corporation shall be entitled to a certificate or certificates, to be in such form as the Board of Directors may from time to time prescribe, signed by the Chairman of the Board, the President or any Vice President and by the Treasurer or any Assistant Treasurer or the Secretary or any Assistant Secretary. The signatures of such officers may be facsimiles. Each such certificate shall set forth the name of the registered holder thereof, the number and class of shares and the designation of the series, if any, which the certificate represents. The Board of Directors may, if it so determines, direct that certificates for shares of stock of the Corporation be signed by a transfer agent or registered by a registrar or both, in which case such certificates shall not be valid until so signed or registered.

In case any officer of the Corporation who shall have signed, or whose facsimile signature shall have been used on, any certificate of shares of stock of the Corporation shall cease to be such officer, whether because of death, resignation, removal or otherwise, before such certificate shall have been delivered by the Corporation, such certificate shall nevertheless be deemed to have been adopted by the Corporation and may be issued and delivered as though the person who signed such certificate or whose facsimile signature shall have been used thereon had not ceased to be such officer.

Section 4.02. Transfer of Shares. Transfers of shares of stock of the Corporation shall be made only on the books of the Corporation by the registered holder thereof or by his attorney thereunto authorized by an instrument duly executed and filed with the Corporation, and on surrender of the certificate or certificates for such shares properly endorsed or accompanied by properly executed stock powers and evidence of the payment of all taxes imposed upon such transfer. Except as provided in Section 4.04 of this Article IV, every certificate surrendered for transfer shall be cancelled and no new certificate or certificates shall be issued in exchange for any existing certificate until such existing certificate shall have been so cancelled.

Section 4.03. Transfer Agents and Registrars. The Board of Directors may appoint any one or more qualified banks, trust companies or other corporations organized under any law of any state of the United States or under the laws of the United States as agent or agents

for the Corporation in the transfer of the stock of the Corporation and likewise may appoint any one or more such qualified banks, trust companies or other corporation as registrar or registrars of the stock of the Corporation.

Section 4.04. Lost, Stolen, Destroyed or Mutilated Certificates. New certificates for shares of stock may be issued to replace certificates lost, stolen, destroyed or mutilated upon such terms and conditions, which may but need not include the giving of a satisfactory bond or other indemnity, as the Board of Directors may from time to time determine.

Section 4.05. Regulations Relating to Shares. The Board of Directors shall have power and authority to make such rules and regulations not inconsistent with these Bylaws or with law as it may deem expedient concerning the issue, transfer and registration of certificates representing shares of stock of the Corporation.

Section 4.06. Holders of Record. The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder and owner in fact thereof and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise expressly provided by the laws of the State of Wisconsin.

Section 4.07. Fixing the Record Date. The Board of Directors may fix a record date which does not precede the date on which the resolution fixing such record date is adopted: (a) in order to determine the stockholders entitled to notice of or to vote at any meeting of stockholders provided such record date is not less than ten or more than sixty days prior to the date of any such meeting; (b) in order to determine the stockholders entitled to consent to corporate action in writing without a meeting provided such record date is not more than ten days after the date on which the resolution fixing such record date is adopted;. and (c) in order to determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, provided such record date is not more than sixty days prior to such action.

In such case, only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to notice of, or to vote at, such meeting 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 any record date fixed as aforesaid.

ARTICLE V

LOANS, NOTES, CHECKS, CONTRACTS AND OTHER INSTRUMENTS

Section 5.01. Notes, Checks, etc. All notes, drafts, acceptances, checks, endorsements (other than for deposit) and all evidences of indebtedness of the Corporation whatsoever shall be signed by such officers or agents and shall be subject to such requirements as to countersignature or other conditions as the Board of Directors from time to time may designate. Facsimile signatures on checks may be used unless prohibited by the Board of Directors.

Section 5.02. Execution of Instruments Generally. Except as provided in Section 5.01 of this Article V, all contracts and other instruments requiring execution by the Corporation may be executed and delivered by the President, any Vice President or the Treasurer, and authority to sign any such contracts or instruments, which may be general or confined to specific instances, may be conferred by the Board of Directors upon any other person or persons. Any person having authority to sign on behalf of the corporation may delegate, from time to time, by instrument in writing, all or any part of such authority to any person or persons if authorized so to do by the Board of Directors.

Section 5.03. Proxies in Respect of Stock or Other Securities of Other Corporations. Unless otherwise provided by the Board of Directors, the President may from time to time appoint an attorney or attorneys or an agent or agents of the Corporation to exercise in the name and on behalf of the Corporation the powers and rights which the Corporation may have as the holder of stock or other securities in any other corporation to vote or consent in respect of such stock or other securities, may instruct the person or persons so appointed as to the manner of exercising such powers and rights and may execute or cause to be executed in the name and on behalf of the Corporation and under its corporate seal or otherwise all such written

proxies or other instruments as he may deem necessary or proper in order that the Corporation may exercise its said powers and rights.

ARTICLE VI

GENERAL PROVISIONS

Section 6.01. Offices. The registered office of the Corporation shall be the address determined by the Board of Directors from time to time. The Corporation may have other offices, within or without the State of Wisconsin, at such place or places as the Board of Directors may from time to time determine or the business of the corporation may require.

Section 6.02. Corporate Seal. The Board of Directors may prescribe the form. of a suitable corporate seal, which shall contain the full name of the Corporation and the year and state of incorporation. Such seal may be used by causing it or a facsimile or reproduction thereof to be affixed to or placed upon the document to be sealed.

Section 6.03. Fiscal Year. Unless otherwise determined by the Board of Directors, the fiscal year of the Corporation shall be the calendar year.

ARTICLE VII

VALIDATION OF CERTAIN CONTRACTS

Section 7.01. No contract or other transaction between the Corporation and another person shall be invalidated or otherwise adversely affected by the fact that any one or more stockholders, directors or officers of the Corporation (i) is pecuniarily or otherwise interested in, or is a stockholder, director, officer, or member of, such other person, or (ii) is a party to, or is in any other way pecuniarily or otherwise interested in, the contract or other transaction, or (iii) is in any way connected with any person pecuniarily or otherwise interested in such contract or other transaction, provided the fact of such interest shall be disclosed or known to the Board of Directors or the stockholders, as the case may be, and in any action of the stockholders or of the Board authorizing or approving any such contract or other transaction, any and every stockholder or director may be counted in determining the existence of a quorum with like force and effect as though he was not so interested, or was not such a stockholder, director, member or officer, or was not such a party, or was not so connected. Such director, stockholder

or officer shall not be liable to account to the Corporation for any profit realized by him from or through any such contract or transaction approved or authorized as aforesaid. As used herein, the term "person" includes a corporation, partnership, firm, association or other legal entity.

ARTICLE VIII

AMENDMENTS

Section 8.01. The Bylaws may be amended, altered and repealed, and new bylaws 'may be adopted, by the stockholders of the Corporation, or by the Board of Directors when such power is conferred upon the Board of Directors by the Certificate of Incorporation, at any regular or special meeting. No provision of these Bylaws shall vest any property or contract right in any stockholder.

Exhibit 4.10

SIXTH SUPPLEMENTAL INDENTURE

Dated as of June 21, 2017

to

INDENTURE

Dated as of August 8, 2013

by and among

WESTINGHOUSE AIR BRAKE TECHNOLOGIES CORPORATION,
as Issuer

THE GUARANTORS PARTY HERETO,
as Guarantors

and

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

THIS SIXTH SUPPLEMENTAL INDENTURE (this “**Supplemental Indenture**”) is made as of June 21, 2017, by and among WESTINGHOUSE AIR BRAKE TECHNOLOGIES CORPORATION, a Delaware corporation (the “**Company**”), each of the GUARANTORS and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as trustee (the “**Trustee**”).

WHEREAS, the Company and the Trustee entered into that certain Indenture dated as of August 8, 2013 (the “**Original Indenture**” and as supplemented to date, the “**Indenture**”), which provides for the issuance by the Company from time to time of Securities, in one or more series as provided therein, and that certain First Supplemental Indenture dated as of August 8, 2013 (the “**First Supplemental Indenture**”), which provides for the issuance of $250,000,000 aggregate principal amount of the Company’s 4.375% Senior Notes due 2023 (the “**2023 Notes**”);

WHEREAS, the Company, certain Guarantors and the Trustee entered into that certain Second Supplemental Indenture dated as of November 3, 2016 (the “**Second Supplemental Indenture**”), which provides for certain amendments to the Original Indenture and the First Supplemental Indenture, including amendments to, among other things, provides for the issuance of Guarantees from time to time by the Guarantors party to the Indenture, and that certain Third Supplemental Indenture dated as of November 3, 2016 (the “**Third Supplemental Indenture**”), which provides for the issuance of $750,000,000 aggregate principal amount of the Company’s 3.450% Senior Notes due 2026 (the “**2026 Notes**” and together with the 2023 Notes, the “**Notes**”), and that certain Fourth Supplemental Indenture dated as of February 9, 2017 (the “**Fourth Supplemental Indenture**”), which provides for the inclusion of Workhorse Rail, LLC as a Guarantor with respect to the Notes, and that certain Fifth Supplemental Indenture dated as of April 28, 2017 (the “**Fifth Supplemental Indenture**”), which provides for the inclusion of Aero Transportation Products, Inc. and Thermal Transfer Corporation as Guarantors with respect to the Notes;

WHEREAS, Section 9.1(d) of the Original Indenture provides for the Company and the Trustee to enter into an indenture supplemental to the Indenture to provide any guarantees of the Company’s Securities, and Section 9.1(m) of the Original Indenture provides for the Company and the Trustee to enter into an indenture supplemental to the Indenture to make any change to the Indenture that does not adversely affect the rights of any holder of any of its outstanding Securities in any material respect;

WHEREAS, the Company and the Guarantors desire and have requested the Trustee to join them in the execution and delivery of this Supplemental Indenture in order to cause Thermal Transfer Acquisition Corporation, a Delaware corporation and a wholly owned subsidiary of the Company (the “**Guaranteeing Subsidiary**”), to provide a Guarantee with respect to the Notes and to become a Guarantor with the same effect and to the same extent as if the Guaranteeing Subsidiary had been named in the Indenture as a Guarantor;

WHEREAS, this Supplemental Indenture shall not result in a material modification of the Notes for purposes of compliance with the Foreign Accounts Tax Compliance Act; and

WHEREAS, all the conditions and requirements necessary to make this Supplemental Indenture, when duly executed and delivered, a valid and binding agreement in accordance with its terms and for the purposes herein expressed, have been performed and fulfilled;

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.01. *Definitions.*

For all purposes of this Supplemental Indenture, except as otherwise expressly provided for or unless the context otherwise requires:

(a) Capitalized terms used but not defined herein shall have the respective meanings given them in the Indenture; and

(b) All references herein to Articles and Sections, unless otherwise specified, refer to the corresponding Articles and Sections of this Supplemental Indenture.

ARTICLE 2
GUARANTEE ISSUED BY THE GUARANTEEING SUBSIDIARY

Section 2.01. *Agreement to Guarantee*.

The Guaranteeing Subsidiary hereby provides a Guarantee on the terms and subject to the conditions set forth in the Indenture including, but not limited to, Article IX-A thereof. From and after the date hereof, the Guaranteeing Subsidiary shall be a Guarantor for all purposes under the Indenture and the Notes.

ARTICLE 3
MISCELLANEOUS PROVISIONS

Section 3.01. *Recitals by Company*.

The recitals in this Supplemental Indenture are made by the Company and the Guarantors only and not by the Trustee, and all of the provisions contained in the Original Indenture in respect of the rights, privileges, immunities, powers and duties of the Trustee shall be applicable in respect of the Notes and of this Supplemental Indenture as fully and with like effect as if set forth herein in full.

Section 3.02. *Application to the Notes Only*.

Each and every term and condition contained in this Supplemental Indenture that modifies, amends or supplements the terms and conditions of the Indenture shall apply only to the Notes and not to any future series of Securities established under the Indenture.

Section 3.03. *Benefits.*

Nothing contained in this Supplemental Indenture shall or shall be construed to confer upon any person other than a Holder of Securities, the Company, the Guarantors and the Trustee any right or interest to avail itself of any benefit under any provision of the Indenture, the Notes or this Supplemental Indenture.

Section 3.04. *Effective Date*.

This Supplemental Indenture shall be effective as of the date first above written upon the execution and delivery hereof by each of the parties hereto.

Section 3.05. *Ratification.*

As supplemented hereby, the Indenture and the Notes are in all respects ratified and confirmed and all the terms, provisions and conditions thereof remain in full force and effect.

Section 3.06. *Separability*

In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 3.07. *Counterparts*

This Supplemental Indenture may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF transmission shall be deemed to be their original signatures for all purposes.

Section 3.08. *GOVERNING LAW*.

THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, AS APPLIED TO CONTRACTS MADE AND PERFORMED WITHIN THE

STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAWS AND RULES.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have caused this Sixth Supplemental Indenture to be duly executed, all as of the day and year first above written.

Westinghouse Air Brake Technologies Corporation

By: /s/ Patrick D. Dugan
Name: Patrick D. Dugan
Title: Executive Vice President and Chief Financial Officer

[Company Signature Page to Sixth Supplemental Indenture]

Barber Steel Foundry Corp.
Durox Company
G&B Specialties, Inc.
Longwood Elastomers, Inc.
Longwood Industries, Inc.
Longwood International, Inc.
MotivePower, Inc.
Railroad Friction Products Corporation
Ricon Corp.
Schaeffer Equipment, Inc.
Standard Car Truck Company
TransTech of South Carolina, Inc.
Turbonetics Holdings, Inc.
WABTEC International, Inc.
WABTEC Railway Electronics, Inc.
WABTEC Railway Electronics Manufacturing, Inc.
Xorail, Inc.
Young Touchstone Company

By: /s/ Patrick D. Dugan
Name: Patrick D. Dugan
Title: Vice President, Finance of each of the above

RCL, L.L.C.
Aero Transportation Products, Inc.
Thermal Transfer Acquisition Corporation

By: /s/ Patrick D. Dugan
Name: Patrick D. Dugan
Title: Vice President and Treasurer

[Guarantors Signature Pages to Sixth Supplemental Indenture]

Railroad Controls, L.P.
By: RCL, L.L.C., its General Partner

By: /s/ Patrick D. Dugan
Name: Patrick D. Dugan
Title: Vice President and Treasurer

Workhorse Rail, LLC

By: /s/ Keith P. Hildum
Name: Keith P. Hildum
Title: Vice President and Treasurer

[Guarantors Signature Pages to Sixth Supplemental Indenture]

Wells Fargo Bank, National Association, as Trustee

By: /s/ Raymond Delli Colli
Name: Raymond Delli Colli
Title: Vice President

[Trustee Signature Page to Sixth Supplemental Indenture]

Exhibit 5.1

K&L GATES

K&L GATES LLP
K&L GATES CENTER
210 SIXTH AVENUE
PITTSBURGH, PA 15222-2613
T 412.355.6500 F 412.355.6501 klgates.com

July 19, 2017

Westinghouse Air Brake Technologies Corporation
1001 Air Brake Avenue
Wilmerding, Pennsylvania 15148-0001

Re: Registration Statement on Form S-4

Ladies and Gentlemen:

We have acted as transaction counsel to (i) Westinghouse Air Brake Technologies Corporation, a Delaware corporation (the “Company”), and (ii) the wholly-owned direct or indirect subsidiaries of the Company listed on Schedule I hereto (collectively, the “Subsidiary Guarantors”) in connection with the Registration Statement on Form S-4 (the “Registration Statement”) filed by the Company and the Subsidiary Guarantors with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the “Securities Act”), on the date hereof, relating to the registration of (i) up to $750,000,000 aggregate principal amount of the Company’s 3.450% Senior Notes due 2026 (CUSIP No. 960386 AL4) (the “Exchange Notes”) to be offered in exchange for a like principal amount of the Company’s issued and outstanding unregistered 3.450% Senior Notes due 2026 (CUSIP Nos. 960386 AJ9 and U96036 AB1) (the “Original Notes”) and (ii) the related guarantees of the Exchange Notes by the Subsidiary Guarantors (the “Guarantees”). The Exchange Notes and the Guarantees are proposed to be issued in accordance with the terms of the Indenture, dated as of August 8, 2013 (as supplemented by the First Supplemental Indenture (as defined below), the Second Supplemental Indenture (as defined below), the Third Supplemental Indenture (as defined below), the Fourth Supplemental Indenture (as defined below), the Fifth Supplemental Indenture (as defined below) and the Sixth Supplemental Indenture (as defined below), the “Indenture”), by and between the Company and Wells Fargo Bank, National Association, as trustee (the “Trustee”), as supplemented by (i) the First Supplemental Indenture, dated as of August 8, 2013 (the “First Supplemental Indenture”), by and between the Company and the Trustee; (ii) the Second Supplemental Indenture, dated as of November 3, 2016 (the “Second Supplemental Indenture”), by and among the Company, certain of the Subsidiary Guarantors and the Trustee; (iii) the Third Supplemental Indenture, dated as of November 3, 2016 (the “Third Supplemental Indenture”), by and among the Company, certain of the Subsidiary Guarantors and the Trustee; (iv) the Fourth Supplemental Indenture, dated as of February 9, 2017 (the “Fourth Supplemental Indenture”), by and among the Company, certain of the Subsidiary Guarantors and the Trustee; (v) the Fifth Supplemental Indenture, dated as of April 28, 2017, by and among the Company, certain of the Subsidiary Guarantors and the Trustee; and (vi) the Sixth Supplemental Indenture, dated as of June 21, 2017 (the “Sixth Supplemental Indenture), by and among the Company, the Subsidiary Guarantors and the Trustee. The Subsidiary Guarantors listed on Schedule II hereto are sometimes referred to herein collectively as the “Designated Subsidiary Guarantors.”

In connection with rendering the opinions set forth below, we have examined (i) the Registration Statement, including the exhibits filed therewith, and the prospectus contained therein (the “Prospectus”); (ii) the Company’s Restated Certificate of Incorporation, as amended, and Amended and Restated By-Laws and the respective comparable organizational documents of each Designated Subsidiary Guarantor; (iii) resolutions adopted by (A) the Board of Directors of the Company and (B) the respective Boards of Directors, sole Members or General Partners, as the case may be, of each Designated Subsidiary Guarantor, in each case authorizing and providing for the filing of the Registration Statement and the issuance of the Exchange Notes and the Guarantees, as applicable; and (iv) a specimen of the Exchange Notes. In addition, we have made such investigation of law as we have deemed appropriate.

For the purposes of this opinion letter, we have made the assumptions that are customary in opinion letters of this kind, including that (i) each document submitted to us is accurate and complete; (ii) each such document that is an original is authentic; (iii) each such document that is a copy conforms to an authentic original; and (iv) all signatures (other than signatures on behalf of the Company or any Designated Subsidiary Guarantor) on each such document are genuine. We also have assumed for purposes of this opinion letter (i) the legal capacity of natural persons; (ii) that the Trustee has the legal capacity or authority and has satisfied all legal requirements that are applicable to the Trustee to the extent necessary to make the Indenture enforceable against it; (iii) that each Guarantee is necessary or convenient to the conduct, promotion or attainment of the business of the applicable Subsidiary Guarantor; and (iv) that there are no (A) documents or agreements between or among the Company, any Subsidiary Guarantor and the Trustee that are not listed in this opinion letter and that could affect any of the opinions expressed in this opinion letter and (B) undisclosed modifications, waivers, supplements or amendments (whether written or oral) to any agreements reviewed by us. We have not verified any of the foregoing assumptions.

We have relied with your permission on the opinion of Dinsmore & Shohl LLP, expressed in the opinion letter dated July 19, 2017, which is filed as Exhibit 5.2 to the Registration Statement.

The opinions expressed in this opinion letter are limited to (i) the laws of the State of New York that in our experience are applicable to transactions of the type contemplated by the Transaction Documents; (ii) solely as they relate to the Company and Designated Subsidiary Guarantors listed on Schedule II hereto as “Subsidiary Guarantors Formed in the State of Delaware,” the General Corporation Law of the State of Delaware; (iii) solely as they relate to Designated Subsidiary Guarantors listed on Schedule II hereto as “Subsidiary Guarantors Formed in the State of California,” the Corporations Code of the State of California; (iv) solely as they relate to Designated Subsidiary Guarantors listed on Schedule II hereto as “Subsidiary Guarantors Formed in the State of Florida,” the Business Corporation Act of the State of Florida, (v) solely as they relate to Designated Subsidiary Guarantors listed on Schedule II hereto as “Subsidiary Guarantors Formed in the State of New Jersey,” the Business Corporation Act of the State of New Jersey, and (vi) solely as they relate to Designated Subsidiary Guarantors listed on Schedule II hereto as “Subsidiary Guarantors Formed in the Commonwealth of Pennsylvania -

Corporation," the Pennsylvania Business Corporations Law; (vii) solely as they relate to Designated Subsidiary Guarantors listed on Schedule II hereto as "Subsidiary Guarantors Formed in the Commonwealth of Pennsylvania - Limited Liability Companies," the Pennsylvania Limited Liability Company Act; and (viii) solely as they relate to Designated Subsidiary Guarantors listed on Schedule II hereto as "Subsidiary Guarantors Formed in the State of Texas," the Business Organizations Code of the State of Texas. We are not opining on, and we assume no responsibility with respect to, the applicability to or effect on any of the matters covered herein of any other laws of any other jurisdiction, or the laws of any county, municipality or other political subdivision or local governmental agency or authority, or on specialized laws that are not customarily covered in opinion letters of this kind, such as tax, insolvency, antitrust, pension, employee benefit, environmental, intellectual property, banking, insurance, labor, health and safety and state securities laws.

Based on the foregoing, and subject to the foregoing and the additional qualifications and other matters set forth below, it is our opinion that:

1. The Exchange Notes, when (i) the Original Notes have been exchanged in the manner described in the Registration Statement, (ii) the Exchange Notes and the Guarantees have been duly executed, authenticated, issued and delivered in accordance with the terms of the Indenture and (iii) all applicable provisions of "blue sky" laws have been complied with, will constitute a valid and binding obligation of the Company, enforceable against the Company in accordance with their terms (subject to the effect of bankruptcy, insolvency, fraudulent transfer, reorganization, receivership, moratorium and other laws affecting the rights and remedies of creditors or secured parties generally, and to the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or equity)).

2. The Guarantees, when (i) the Original Notes have been exchanged in the manner described in the Registration Statement, (ii) the Exchange Notes and the Guarantees have been duly executed, authenticated, issued and delivered in accordance with the terms of the Indenture and (iii) all applicable provisions of "blue sky" laws have been complied with, will constitute a valid and binding obligation of each of the Subsidiary Guarantors, enforceable against each of the Subsidiary Guarantors in accordance with their terms (subject to the effect of bankruptcy, insolvency, fraudulent transfer, reorganization, receivership, moratorium and other laws affecting the rights and remedies of creditors or secured parties generally, and to the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or equity)).

The opinions set forth above are subject to the additional assumption that the Registration Statement and any amendment thereto (including any post-effective amendment) will have become effective under the Securities Act, and such effectiveness will not have been terminated, suspended or rescinded.

The opinions above are qualified as follows: (a) insofar as provisions contained in the Indenture provides for indemnification or a limitation of liability, the enforceability thereof may

be limited by public policy considerations; (b) the availability of a decree for specific performance or an injunction is subject to the discretion of the court requested to issue any such decree or injunction; and (c) we express no opinion herein as to any provision of the Indenture (i) that relates to the subject matter jurisdiction of any state or federal court sitting in New York City to adjudicate any controversy related to the Indenture or that waives an inconvenient forum, (ii) that waives the right to trial by jury or that relates to the waiver of rights and defenses or purports to reinstate the rights of any party after an adverse judgment has been entered against such party with respect to such rights, (iii) that purports to waive or modify a party's obligation of good faith, fair dealing, diligence, reasonableness, or due notice, to waive equitable rights or remedies or defenses, to release a party from or against liability for the party's own unlawful or willful misconduct, recklessness, or gross negligence, or to preclude modification of such documents through custom or course of conduct, (iv) that relates to severability or rights of setoff, (v) that prohibits the assignment of rights that are assignable under applicable law notwithstanding an agreement not to assign such rights or (vi) that permits the declaration of a default for an immaterial breach of provisions of the Indenture.

We are furnishing this opinion letter to you solely in connection with the Registration Statement and the exchange offer contemplated thereby. You may not rely on this opinion letter in any other connection, and it may not be furnished to or relied upon by any other person for any purpose, without our specific prior written consent. The foregoing opinions are rendered as of the date hereof, and we have not undertaken to supplement this opinion with respect to factual matters or changes in law which may hereafter occur.

We hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement and to the reference to this firm's name under the caption "Legal Matters" in the Prospectus. In giving our consent, we do not thereby admit that we are experts with respect to any part of the Registration Statement, the Prospectus or any Prospectus Supplement within the meaning of the term "expert", as used in Section 11 of the Securities Act or the rules and regulations promulgated thereunder, nor do we admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations thereunder.

Yours truly,

/s/ K&L Gates LLP

SCHEDULE I

SUBSIDIARY GUARANTORS

Subsidiary Guarantor	Jurisdiction of Formation
Aero Transportation Products, Inc.	Missouri
Barber Steel Foundry Corp.	Delaware
Durox Company	Ohio
G&B Specialties, Inc.	Pennsylvania
Longwood Elastomers, Inc.	Virginia
Longwood Industries, Inc.	New Jersey
Longwood International, Inc.	Delaware
MotivePower, Inc.	Delaware
Railroad Controls, L.P.	Texas
Railroad Friction Products Corporation	Delaware
RCL, L.L.C.	Tennessee
Ricon Corp.	California
Schaeffer Equipment, Inc.	Ohio
Standard Car Truck Company	Delaware
Thermal Transfer Acquisition Corporation	Delaware
TransTech of South Carolina, Inc.	Delaware
Turbonetics Holdings, Inc.	Delaware
WABTEC International, Inc.	Delaware
WABTEC Railway Electronics, Inc.	Delaware
WABTEC Railway Electronics Manufacturing, Inc.	Delaware
Workhorse Rail, LLC	Pennsylvania
Xorail, Inc.	Florida
Young Touchstone Company	Wisconsin

SCHEDULE II

DESIGNATED SUBSIDIARY GUARANTORS

<u>Subsidiary Guarantors Formed in the State of Delaware</u>

Barber Steel Foundry Corp.
Longwood International, Inc.
MotivePower, Inc.
Railroad Friction Products Corporation
Standard Car Truck Company
Thermal Transfer Acquisition Corporation
TransTech of South Carolina, Inc.
Turbonetics Holdings, Inc.
WABTEC International, Inc.
WABTEC Railway Electronics, Inc.
WABTEC Railway Electronics Manufacturing, Inc.

<u>Subsidiary Guarantors Formed in the State of California</u>

Ricon Corp.

<u>Subsidiary Guarantors Formed in the State of Florida</u>

Xorail, Inc.

<u>Subsidiary Guarantors Formed in the State of New Jersey</u>

Longwood Industries, Inc.

<u>Subsidiary Guarantors Formed in the Commonwealth of Pennsylvania - Corporations</u>

G&B Specialties, Inc.

<u>Subsidiary Guarantors Formed in the Commonwealth of Pennsylvania - Limited Liability Companies</u>

Workhorse Rail, LLC

<u>Subsidiary Guarantors Formed in the State of Texas</u>

Railroad Controls, L.P.

Exhibit 5.2

[LAW FIRM LETTERHEAD]

July 19, 2017

Wabtec Corporation
1001 Air Brake venue
Wilmerding, PA 15148

Ladies and Gentlemen:

We have acted as special Missouri Counsel to Aero Transportation Products, Inc. f/k/a Aero Plastics of Kansas City, a Missouri corporation (“**ATP**”); as special Virginia counsel to Longwood Elastomers, Inc., a Virginia corporation (“**Longwood**”); as special Tennessee counsel to RCL, L.L.C., a Tennessee limited liability company (“**RCL**”); as special Wisconsin counsel to Young Touchstone Company, a Wisconsin Corporation (“**YTC**”); and as special Ohio counsel to (i) Durox Company, an Ohio corporation (“**Durox**”) and (ii) Schaefer Equipment, Inc., an Ohio corporation (“**Schaefer**” and together with ATP, Longwood, RCL, YTC and Durox, the “**Designated Guarantors**”), in connection with the Registration Statement on Form S-4 (the “**Registration Statement**”) filed by Westinghouse Air Brake Technologies Corporation., a Delaware corporation (the “**Company**”), on or about July 7, 2017, and the guarantors named therein (the “**Guarantors**”), including the Designated Guarantors, with the Securities and Exchange Commission (the “**Commission**”) under the Securities Act of 1933, as amended (the “**Securities Act**”), relating to (a) the exchange by the Company of up to $750,000,000 aggregate principal amount of the Company’s 3.450 % Senior Notes due 2026 (the “**Exchange Notes**”) to be offered in exchange for any and all of our outstanding 3.450% Senior Notes due 2026 that are validly tendered and not withdrawn prior to the expiration of the exchange offer (the “**Original Notes**”), and (b) the related guarantees of the Exchange Notes by the Designated Guarantors (the “**Guarantees**” and together with the Exchange Notes, the “**Offered Securities**”).

In connection with rendering the opinions set forth below, we have examined (i) the Registration Statement, including the prospectus forming a part thereof (the “**Prospectus**”) and the exhibits filed therewith; (ii) the Indenture by and between the Company and Wells Fargo Bank, National Association as trustee (“**Trustee**”) dated August 8, 2013, as amended from time to time and most recently by the Sixth Supplemental Indenture dated June 21, 2017, by and between the Company, the subsidiary guarantors named therein and Trustee (collectively, the “**Indenture**”), (iii) the Purchase Agreement, dated October 31, 2016, by and between the purchasers listed on Schedule A thereto and the guarantors listed on Schedule B thereto (the “**Purchase Agreement**”), (iv) the Registration Rights Agreement, dated November 3, 2016, by and between the Company, the guarantors listed on Schedule 1 thereto and J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and PNC Capital Markets LLC, as representatives of the several initial purchasers named in the Purchase Agreement (v) the respective Certificates of Incorporation or Formation of the Designated Guarantors; (vi) the respective bylaws or Operating Agreements of the Designated Guarantors; (vii) resolutions adopted by the respective boards of directors or managers of the Designated Guarantors authorizing issuance of the Guarantees; (viii) the respective secretary’s certificates of the Designated Guarantors; and (ix) certificates of existence and/or good standing for each of the Designated Guarantors. We have (a) made such other investigation as we have deemed appropriate for the purpose of rendering this opinion and (b) examined and relied upon certificates of public officials and of officers of the Designated Guarantors. We have not independently established any of the facts so relied on in rendering the opinions stated herein.

For the purposes of this opinion letter, we further have made the assumptions that: (i) each document submitted to us, and the information contained therein, is accurate, true and complete; (ii) all documents submitted to us as originals are authentic and complete and all documents submitted to us as copies conform to the originals of such documents; and (iii) all signatures on each document examined by us are genuine; (iv) the Registration Statement, and any amendments thereto (including post-effective amendments), will have become effective and will comply with all applicable laws, (v) each certificate from governmental officials reviewed by us is accurate, complete and authentic, and all official public records reviewed by us are accurate and complete; (vi) a prospectus supplement will have been prepared and filed with the SEC describing the Exchange Notes offered thereby; (vii) the Indenture and any supplemental indentures relating to the Exchange Notes will each be duly authorized, executed and delivered by the parties thereto; (viii) the Company and each Guarantor not constituting a Designated Guarantor is validly existing and in good standing under the laws of the state in which it is formed or incorporated; (ix) any Offered Securities issuable upon conversion, exchange or exercise of any Offered Security will be duly authorized, created and, if appropriate, reserved for issuance upon such conversion, exchange or exercise. We also have assumed for purposes of this opinion letter that each natural person signing any document reviewed by us had the legal capacity to do so, and that each party to the documents we have examined or relied upon (other than the Designated Guarantors) has the legal capacity and/or appropriate corporate authority, and has satisfied all legal requirements applicable to that party, to the extent necessary to make such documents enforceable against it. Additionally, we have, with your consent, assumed and not verified that each Intermediate Subsidiary (defined below) has taken all actions, and signed all documents and instruments, in a manner consistent with and permitted by each of their respective organizational, charter, governing and/or constitutional documents, which we have not reviewed or inspected in any manner, necessary to (a) authorize and approve the execution, filing and performance, as applicable, of the Registration Statement, Prospectus and all other documents, instruments or filings contemplated by and necessary to effect the transactions contemplated by the Registration Statement, and (b) permit and authorize the Designated Guarantors to do the same. In making the assumption set forth in the immediately preceding sentence, we have relied on the accuracy and completeness of the representations and warranties set forth in the Registration Statement, Prospectus and other documents and instruments contemplated thereby and therein. For the purposes of this Opinion "Intermediate Subsidiary" shall mean any partial or wholly-owned subsidiary of the Company, which is also a member or shareholder of any of the Designated Guarantors.

The opinions expressed in this opinion letter are limited to the laws of the state of Missouri (insofar as the opinions relate to ATP), the laws of the Commonwealth of Virginia (in so far as the opinions relate to Longwood), the laws of the state of Tennessee (insofar as the opinions relate to RCL), the laws of the state of Wisconsin (insofar as the opinions relate to YTC), and the laws of the State of Ohio (insofar as the opinions relate to Durox and Schaefer), including the applicable provisions of such states' respective Constitutions, and reported judicial decisions interpreting those laws. We are not opining on, and we assume no responsibility for, the applicability to or effect on any of the matters covered herein of federal law, the laws of any states other than Missouri, Tennessee, Wisconsin Ohio or the Commonwealth of Virginia, or the laws of any county, municipality or other political subdivision or local governmental agency or authority.

Based upon the foregoing, and subject to the qualifications, assumptions, limitations and exceptions stated herein, we are of the opinion that:

1. Each Designated Guarantor is validly existing as a corporation or limited liability company, as applicable, under the laws of such Designated Guarantor's respective state of incorporation or formation.

2. Each Designated Guarantor has the requisite corporate or limited liability company power and authority to execute and deliver the Indenture, which includes the Guarantees, and to perform its obligations thereunder.

3. Each Designated Guarantor has authorized the execution, delivery and performance of the Indenture, which includes the Guarantees, by all necessary corporate and limited liability company action.

4. Each of the Designated Guarantors has duly executed and delivered the Indenture.

5. The execution and delivery of the Indenture, the issuance of the Guarantees, and the performance by the Designated Guarantors of its obligations under the Indenture, which includes the Exchange Guarantees, do not violate any provision of the organizational documents which we have reviewed of the respective Designated Guarantors or the applicable laws of the state of Missouri, in the case of ATP, the Commonwealth of Virginia, in the case of Longwood, the state of Tennessee, in the case of RCL, the state of Wisconsin, in the case of YTC or the State of Ohio, in the case of Durox and Schaefer.

6. No governmental approval by any governmental authority of the state of Missouri, the Commonwealth of Virginia, the state of Tennessee, the state of Wisconsin or the State of Ohio is required to authorize, or is required for, the issuance of the Guarantees by the Designated Guarantors.

7. When (a) all corporate action necessary to approve the issuance and terms of the Guarantees to be issued by the Designated Guarantors have been taken, (b) the Company's outstanding Original Notes have been exchanged in the manner described in the Registration Statement, (c) the Exchange Notes have been duly executed, authenticated, issued and delivered in accordance with the terms of the Indenture, and (d) all applicable provisions of "blue sky" laws have been complied with, the Guarantees to which the Designated Guarantors are parties will be validly issued.

The opinions expressed herein are qualified in the following respects:

1. The opinion expressed in numbered paragraph 1 above with respect to the existence and/or good standing of each of the Designated Guarantors is based solely on the certificates of existence and/or good standing obtained from the secretaries of state or other appropriate regulators for the states of Missouri, Tennessee, Wisconsin, and Ohio and the Commonwealth of Virginia, as of the date of the applicable certificate for each Designated Guarantor.

2. Although attorneys in our firm are licensed to practice law in a variety of jurisdictions, only those admitted to the bars in the state of Missouri, the Commonwealth of Virginia, the State of Tennessee, the state of Wisconsin and state of Ohio have been involved in the issuance of this opinion, and we express no opinion as to the laws of any jurisdiction other than the state of Missouri, the Commonwealth of Virginia, the state of Tennessee, the state of Wisconsin, and the State of Ohio. The opinions expressed herein are based on laws in effect on the date hereof, which laws are subject to change with possible retroactive effect.

3. We express no opinion as to the enforceability of provisions of the Guarantees that (a) bind the Designated Guarantors as principal obligor or (b) preserve the obligations of the Designated Guarantors despite any modification of the principal obligations in a manner prejudicial to the Designated Guarantors without their consent or the illegality, invalidity or unenforceability of the principal obligations against the principal obligors for reasons other than their bankruptcy or incapacity.

4. With respect to the opinions stated herein, we have relied upon representations made to us in the certificates from officers of the Designated Guarantors.

5. We express no opinion concerning any waiver of the right of subrogation contained in the Guarantees as well as certain other waivers contained therein that cannot be effectively waived under applicable law. We express no opinion as to the effectiveness of any provisions in the Guarantees purporting to automatically reinstate any indebtedness that is subject to avoidance as a preference or fraudulent conveyance in any bankruptcy action.

6. We express no opinion as to the effect, due execution, delivery or enforceability of the documents described herein, or any provision contained within any such document. Furthermore, no opinion whatsoever is expressed herein as to compliance by any party, person or entity with any state blue sky laws or with antifraud or other provisions of any federal or state securities laws.

7. The foregoing opinion is rendered as of the date hereof. We assume no obligation to update such opinion to reflect facts or circumstances which may hereafter come to our attention or changes in the law which may hereafter occur.

The foregoing opinions are rendered as of the date hereof, and we have not undertaken to supplement this opinion with respect to factual matters or changes in law which may hereafter occur. The opinions expressed in this letter are provided as legal opinions only and not as guaranties or warranties of the matters discussed herein. Subject to the qualifications, limitations, exceptions, restrictions and assumptions set forth herein, K&L Gates LLP may rely on this opinion letter as if it were an addressee hereof on this date for the sole purpose of rendering its opinion letter to the Company, as filed with the Commission as Exhibit 5.1 to the Registration Statement.

The limitations inherent in the role of special local counsel are such that we cannot and have not independently verified and are not passing upon, and do not assume any responsibility for, the accuracy, completeness or fairness of the information included in the Registration Statement, the exhibits filed therewith or the Prospectus and, except for the opinions contained herein, we have not participated in the preparation of any material in connection with the filing by the Company and the Guarantors with the Commission of the Registration Statement or the Prospectus with respect to the registration of the Exchange Notes and assume no responsibility for the contents of any such material.

We hereby consent to the reference to Dinsmore & Shohl LLP under the caption “Legal Matters” in the Prospectus constituting a part of the Registration Statement.

Yours truly,

/s/ Dinsmore & Shohl LLP

Dinsmore & Shohl LLP

Ratio of Earnings to Fixed Charges

	Year Ended December 31,					Three Months Ended March 31,	
	2012	**2013**	**2014**	**2015**	**2016**	**2016**	**2017**
Fixed Charges:							
Interest expense	$ 14,251	$ 15,341	$ 17,574	$ 16,888	$ 42,561	$ 4,870	$ 17,712
Plus: estimated interest component of rent expense	3,785	5,372	5,891	5,921	8,272	2,068	2,792
Capitalized interest	2,285	4,950	4,234	3,441	8,067	3,296	7,611
Total Fixed Charges:	$ 20,321	$ 25,664	$ 27,699	$ 26,250	$ 58,900	$ 10,235	$ 28,114
Earnings:							
Income from continuing operations before income taxes	$377,358	$421,087	$507,855	$585,368	$412,837	$137,465	$ 99,465
Plus: Fixed charges	20,321	25,664	27,699	26,250	58,900	10,235	28,114
Less: capitalized interest	2,285	4,950	4,234	3,441	8,067	3,296	7,611
Total Earnings:	$395,394	$441,800	$531,320	$608,176	$463,670	$144,403	$119,968
Ratio of earnings to fixed charges	19.46	17.22	19.18	23.17	7.87	14.11	4.27

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption “Experts” in the Registration Statement (Form S-4 No. 333-   ) and related Prospectus of Westinghouse Air Brake Technologies Corporation for the offer to exchange up to $750,000,000 aggregate principal amount of 3.450% Senior Notes due 2026 to be registered under the Securities Act of 1933, as amended, for outstanding 3.450% Senior Notes due 2026 and to the incorporation by reference therein of our reports dated February 28, 2017, with respect to the consolidated financial statements and schedule of Westinghouse Airbrake Technologies Corporation (“Wabtec”), and the effectiveness of internal control over financial reporting of Wabtec, included in its Annual Report (Form 10-K) for the year ended December 31, 2016, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Pittsburgh, Pennsylvania
July 17, 2017

Exhibit 23.2

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-4 of Westinghouse Air Brake Technologies Corporation of our report dated February 23, 2017 relating to the financial statements of Faiveley Transport, which appears in Westinghouse Air Brake Technologies Corporation's Annual Report on Form 10-K for the year ended December 31, 2016, and our report dated January 23, 2017 relating to the financial statements of Faiveley Transport, which appears in Westinghouse Air Brake Technologies Corporation's Form 8-K/A dated February 14, 2017. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers Audit

Neuilly-sur-Seine, France
July 19, 2017

Exhibit 25.1

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939
OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE

☐ **CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b) (2)**

WELLS FARGO BANK, NATIONAL ASSOCIATION
(Exact name of trustee as specified in its charter)

A National Banking Association (Jurisdiction of incorporation or organization if not a U.S. national bank)	94-1347393 (I.R.S. Employer Identification No.)
101 North Phillips Avenue Sioux Falls, South Dakota (Address of principal executive offices)	57104 (Zip code)

Wells Fargo & Company
Law Department, Trust Section
MAC N9305-175
Sixth Street and Marquette Avenue, 17th Floor
Minneapolis, Minnesota 55479
(612) 667-4608
(Name, address and telephone number of agent for service)

Westinghouse Air Brake Technologies Corporation
(Exact name of obligor as specified in its charter)

SEE TABLE OF ADDITIONAL REGISTRANTS

Delaware (State or other jurisdiction of incorporation or organization)	25-1615902 (I.R.S. Employer Identification No.)
1001 Air Brake Avenue Wilmerding, Pennsylvania (Address of principal executive offices)	(Zip code)

3.450% Senior Notes due 2026
(Title of the indenture securities)

TABLE OF ADDITIONAL REGISTRANTS

Exact Name of Registrant as Specified in its Charter and Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices*	State or Other Jurisdiction Of Incorporation	I.R.S. Employer Identification Number	Primary Standard Industrial Classification Code
Aero Transportation Products, Inc.	Missouri	43-1167773	3743
Barber Steel Foundry Corp.	Delaware	46-3009129	3743
Durox Company	Ohio	34-0898628	3743
G&B Specialties, Inc.	Pennsylvania	22-2221935	3743
Longwood Elastomers, Inc.	Virginia	54-1604003	3743
Longwood Industries, Inc.	New Jersey	22-3136502	3743
Longwood International, Inc.	Delaware	22-3768905	3743
MotivePower, Inc.	Delaware	23-2872369	3743
Railroad Controls, L.P.	Texas	02-0538075	3743
Railroad Friction Products Corporation	Delaware	25-1112152	3743
RCL, L.L.C.	Tennessee	47-4406932	3743
Ricon Corp.	California	95-2746855	3743
Schaefer Equipment, Inc.	Ohio	25-0777620	3743
Standard Car Truck Company	Delaware	36-2704499	3743
Thermal Transfer Acquisition Corporation	Delaware	82-0789168	3743
TransTech of South Carolina, Inc.	Delaware	57-1015489	3743
Turbonetics Holdings, Inc.	Delaware	20-8101309	3743
Wabtec International, Inc.	Delaware	20-5818808	3743
Wabtec Railway Electronics, Inc.	Delaware	47-2275131	3743
Wabtec Railway Electronics Manufacturing, Inc.	Delaware	47-2284104	3743
Workhorse Rail, LLC	Pennsylvania	77-0635262	3743
Xorail, Inc.	Florida	47-0724077	3743
Young Touchstone Company	Wisconsin	39-0725170	3743

* The address, including zip code, and telephone number, including area code, of each additional registrant is c/o David L. DeNinno, Esq., Executive Vice President, General Counsel and Secretary, Westinghouse Air Brake Technologies Corporation, 1001 Air Brake Avenue, Wilmerding, Pennsylvania 15148-0001, telephone number (412) 825-1000. The name, address, including zip code, and telephone number, including area code, of the agent for service for each additional registrant is David L. DeNinno, Esq., Executive Vice President, General Counsel and Secretary, Westinghouse Air Brake Technologies Corporation, 1001 Air Brake Avenue, Wilmerding, Pennsylvania 15148-0001, telephone number (412) 825-1000.

Item 1. General Information. Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Comptroller of the Currency
Treasury Department
Washington, D.C.

Federal Deposit Insurance Corporation
Washington, D.C.

Federal Reserve Bank of San Francisco
San Francisco, California 94120

(b) Whether it is authorized to exercise corporate trust powers.

The trustee is authorized to exercise corporate trust powers.

Item 2. Affiliations with Obligor. If the obligor is an affiliate of the trustee, describe each such affiliation.

None with respect to the trustee.

No responses are included for Items 3-14 of this Form T-1 because the obligor is not in default as provided under Item 13.

Item 15. Foreign Trustee. Not applicable.

Item 16. List of Exhibits. List below all exhibits filed as a part of this Statement of Eligibility.

Exhibit 1. A copy of the Articles of Association of the trustee now in effect.*

Exhibit 2. A copy of the Comptroller of the Currency Certificate of Corporate Existence for Wells Fargo Bank, National Association, dated January 14, 2015.*

Exhibit 3. A copy of the Comptroller of the Currency Certification of Fiduciary Powers for Wells Fargo Bank, National Association, dated January 6, 2014.*

Exhibit 4. Copy of By-laws of the trustee as now in effect.*

Exhibit 5. Not applicable.

Exhibit 6. The consent of the trustee required by Section 321(b) of the Act.

Exhibit 7. A copy of the latest report of condition of the trustee published pursuant to law or the requirements of its supervising or examining authority.

Exhibit 8. Not applicable.

Exhibit 9. Not applicable.

* Incorporated by reference to the exhibit of the same number to the trustee’s Form T-1 filed as exhibit to the Filing 305B2 dated March 13, 2015 of file number 333-190926.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the trustee, Wells Fargo Bank, National Association, a national banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of New York and State of New York on the 26th day of June, 2017.

WELLS FARGO BANK, NATIONAL ASSOCIATION

/s/ Raymond Delli Colli

Raymond Delli Colli
Vice President

EXHIBIT 6

June 26, 2017

Securities and Exchange Commission
Washington, D.C. 20549

Gentlemen:

In accordance with Section 321(b) of the Trust Indenture Act of 1939, as amended, the undersigned hereby consents that reports of examination of the undersigned made by Federal, State, Territorial, or District authorities authorized to make such examination may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Very truly yours,

WELLS FARGO BANK, NATIONAL ASSOCIATION

/s/ Raymond Delli Colli
Raymond Delli Colli
Vice President

Exhibit 7
Consolidated Report of Condition of

Wells Fargo Bank National Association
of 101 North Phillips Avenue, Sioux Falls, SD 57104
And Foreign and Domestic Subsidiaries,
at the close of business March 31, 2017, filed in accordance with 12 U.S.C. §161 for National Banks.

		Dollar Amounts In Millions
ASSETS		
Cash and balances due from depository institutions:		
Noninterest-bearing balances and currency and coin		$ 18,876
Interest-bearing balances		227,559
Securities:		
Held-to-maturity securities		107,924
Available-for-sale securities		278,250
Federal funds sold and securities purchased under agreements to resell:		
Federal funds sold in domestic offices		111
Securities purchased under agreements to resell		27,170
Loans and lease financing receivables:		
Loans and leases held for sale		13,728
Loans and leases, net of unearned income	916,710	
LESS: Allowance for loan and lease losses	10,285	
Loans and leases, net of unearned income and allowance		906,425
Trading Assets		45,041
Premises and fixed assets (including capitalized leases)		7,728
Other real estate owned		845
Investments in unconsolidated subsidiaries and associated companies		11,241
Direct and indirect investments in real estate ventures		271
Intangible assets		
Goodwill		22,669
Other intangible assets		17,237
Other assets		64,101
Total assets		$ 1,749,176
LIABILITIES		
Deposits:		
In domestic offices		$ 1,245,096
Noninterest-bearing	408,018	
Interest-bearing	837,078	
In foreign offices, Edge and Agreement subsidiaries, and IBFs		122,120
Noninterest-bearing	981	
Interest-bearing	121,139	
Federal funds purchased and securities sold under agreements to repurchase:		
Federal funds purchased in domestic offices		8,893
Securities sold under agreements to repurchase		7,261

	Dollar Amounts In Millions
Trading liabilities	13,575
Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases)	153,308
Subordinated notes and debentures	13,199
Other liabilities	28,578
Total liabilities	$ 1,592,030
EQUITY CAPITAL	
Perpetual preferred stock and related surplus	0
Common stock	519
Surplus (exclude all surplus related to preferred stock)	106,707
Retained earnings	50,815
Accumulated other comprehensive income	(1,291)
Other equity capital components	0
Total bank equity capital	156,750
Noncontrolling (minority) interests in consolidated subsidiaries	396
Total equity capital	157,146
Total liabilities, and equity capital	$ 1,749,176

I, John R. Shrewsberry, Sr. EVP & CFO of the above-named bank do hereby declare that this Report of Condition has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true to the best of my knowledge and belief.

John R. Shrewsberry
Sr. EVP & CFO

We, the undersigned directors, attest to the correctness of this Report of Condition and declare that it has been examined by us and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct.

Directors
Enrique Hernandez, Jr
Stephen Sanger
Lloyd Dean

Exhibit 99.1

WESTINGHOUSE AIR BRAKE TECHNOLOGIES CORPORATION

LETTER OF TRANSMITTAL

OFFER TO EXCHANGE
Up to $750,000,000
Aggregate Principal Amount of Newly Issued
3.450% Senior Notes due 2026 (CUSIP No. 960386 AL4)
for
a Like Principal Amount of Outstanding Restricted
3.450% Senior Notes due 2026 (CUSIP Nos. 960386 AJ9 and U96036 AB1)

Deliver to:
WELLS FARGO BANK, NATIONAL ASSOCIATION, AS EXCHANGE AGENT

THIS EXCHANGE OFFER (THE “EXCHANGE OFFER”) WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2017, UNLESS EXTENDED (SUCH DATE, AS THE SAME MAY BE EXTENDED, THE “EXPIRATION DATE”). ORIGINAL NOTES TENDERED IN THE EXCHANGE OFFER MAY BE WITHDRAWN AT ANY TIME PRIOR TO THE EXPIRATION DATE.

As set forth in the Prospectus, dated , 2017 (the “Prospectus”), and in this corresponding letter of transmittal, this form or one substantially similar must be used to accept the offer of Westinghouse Air Brake Technologies Corporation (the “Company”) to exchange its 3.450% Senior Notes due 2026 (CUSIP No. 960386 AL4) (the “Exchange Notes”), which will be issued in a transaction registered under the Securities Act of 1933, as amended (the “Securities Act”), for any and all of the Company’s outstanding restricted 3.450% Senior Notes due 2026 (CUSIP Nos. 960386 AJ9 and U96036 AB1) (the “Original Notes”). Capitalized terms used but not defined in this letter of transmittal have the meanings assigned to them in the Prospectus.

The Original Notes were issued pursuant to an Indenture, dated as of August 8, 2013 (as supplemented to date, the “Indenture”), between the Company and Wells Fargo Bank, National Association, as trustee (the “Trustee”), as supplemented by (i) the First Supplemental Indenture, dated as of August 8, 2013, by and between the Company and the Trustee, (ii) the Second Supplemental Indenture, dated as of November 3, 2016, by and among the Company, certain of the Guarantors and the Trustee, (iii) the Third Supplemental Indenture, dated as of November 3, 2016, by and among the Company, certain of the Guarantors and the Trustee, (iv) the Fourth Supplemental Indenture, dated as of February 9, 2017, by and among the Company, certain of the Guarantors and the Trustee, (v) the Fifth Supplemental Indenture, dated as of April 28, 2017, by and among the Company, certain of the Guarantors and the Trustee, and (vi) the Sixth Supplemental Indenture, dated as of June 21, 2017, by and among the Company, the Guarantors and the Trustee.

This form may be delivered by hand or transmitted by facsimile transmission, overnight courier or mailed to the exchange agent as indicated below.

Registered & Certified Mail	Regular Mail or Courier:	In Person by Hand Only:
Wells Fargo Bank, N.A.	Wells Fargo Bank, N.A.	Wells Fargo Bank, N.A.
Corporate Trust Operations	Corporate Trust Operations	Corporate Trust Services
MAC N9300-070	MAC N9300-070	MAC N9300-070
600 South Fourth Street	600 South Fourth Street	600 South Fourth Street
Minneapolis, MN 55402	Minneapolis, MN 55402	Minneapolis, MN 55402

Or
By Facsimile Transmission:
(612) 667-6282
Telephone:
(800) 344-5128

Originals of all documents sent by facsimile should be promptly sent to the exchange agent by mail, by hand or by overnight delivery service.

NOTE: THIS LETTER OF TRANSMITTAL IS TO BE USED ONLY IF CERTIFICATES OF ORIGINAL NOTES ARE TO BE FORWARDED HEREWITH. IF ORIGINAL NOTES ARE HELD IN BOOK-ENTRY FORM, TENDERS OF ORIGINAL NOTES MUST BE MADE IN ACCORDANCE WITH THE BOOK-ENTRY PROCEDURES OUTLINED IN THE PROSPECTUS. THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY.

In the case of Original Notes held in certificated form, please describe your Original Notes below.

DESCRIPTION OF ORIGINAL NOTES			
Name(s) and Address(es) of Registered Holder(s) (Please Complete, if Blank)	**Certificate Number(s)**	**Aggregate Principal Amount of Original Notes Represented by Certificate(s)**	**Principal Amount of Original Notes Tendered***
		$	$
		$	$
		$	$
		Total $	

* You will be deemed to have tendered the entire principal amount of Original Notes represented in the column labeled "Aggregate Principal Amount of Original Notes Represented by Certificate(s)" unless you indicate otherwise with respect to such Original Notes in the column labeled "Principal Amount of Original Notes Tendered." Original Notes may be tendered in whole or in part in denominations of $2,000 and integral multiples of $1,000 in excess thereof, provided that if any Original Notes are tendered for exchange in part, the untendered principal amount thereof must be at least $2,000 or any integral multiple of $1,000 in excess thereof.

If you need more space, list the certificate numbers and principal amount of Original Notes on a separate schedule, sign the schedule and attach it to this letter of transmittal.

This letter of transmittal is to be used only if certificates of Original Notes are to be forwarded herewith. If Original Notes are held in book-entry form, tenders of Original Notes must be made in accordance with the book-entry procedures outlined in the Prospectus. If you hold Original Notes in certificated form, your delivery of this letter of transmittal will not be valid unless you deliver it to one of the addresses, or transmit it to the facsimile number, set forth above. Please carefully read this entire document, including the instructions, before completing this letter of transmittal. Delivery of documents to a book-entry transfer facility does not constitute delivery to the exchange agent. DO NOT DELIVER THIS LETTER OF TRANSMITTAL TO THE COMPANY OR ITS AFFILIATES.

This letter of transmittal and the Prospectus have been delivered to you in connection with the Company's offer to exchange Exchange Notes for outstanding Original Notes. If you hold Original Notes in certificated form, by completing this letter of transmittal, you acknowledge that you have received the Prospectus and this letter of transmittal, which together constitute the "Exchange Offer." All holders who exchange their Original Notes for Exchange Notes in accordance with the book-entry procedures outlined in the Prospectus will be deemed to have acknowledged receipt of, and agreed to be bound by, and to have made all of the representations and warranties contained in this letter of transmittal.

For each Original Note accepted for exchange, the Holder (as defined below) of such Original Note will receive an Exchange Note having a principal amount equal to that of the tendered Original Note. The Exchange

Notes will accrue interest from the last interest payment date on which interest was paid on the Original Notes. Accordingly, registered Holders of Exchange Notes on the record date for the first interest payment date following the consummation of the Exchange Offer will receive interest accruing from the last interest payment date on which interest was paid on the Original Notes. Original Notes accepted for exchange will cease to accrue interest from and after the date of consummation of the Exchange Offer. Holders of Original Notes whose Original Notes are accepted for exchange will not receive any payment in respect of accrued interest on such Original Notes otherwise payable on any interest payment date the record date for which occurs after the expiration date.

The Company reserves the right, at any time or from time to time, to extend this Exchange Offer at its discretion, in which event the Expiration Date will mean the latest date to which the Exchange Offer is extended.

This letter of transmittal is to be completed by a Holder of Original Notes if the Holder is delivering certificates for Original Notes with this letter of transmittal.

For all Original Notes held in book-entry form, Holders must tender their Original Notes by means of the Automated Tender Offer Program ("ATOP") of The Depository Trust Company ("DTC"), subject to the terms and procedures of that system. If delivery is made through ATOP, the Holder must transmit an agent's message to the exchange agent's account at DTC. The term "agent's message" means a message, transmitted to DTC and received by the exchange agent and forming a part of a book-entry transfer, that states that DTC has received an express acknowledgement that the Holder agrees to be bound by this letter of transmittal and that the Company may enforce this letter of transmittal against the Holder.

You must tender your Original Notes according to the guaranteed delivery procedures described in this letter of transmittal and the Prospectus if:

(1) you hold Original Notes in certificated form and your Original Notes are not immediately available;

(2) you hold Original Notes in certificated form and you cannot deliver your Original Notes, this letter of transmittal and all required documents to the exchange agent on or before the Expiration Date; or

(3) you hold Original Notes in book-entry form and you are unable to obtain confirmation of a book-entry tender of your Original Notes into the exchange agent's account at DTC on or before the Expiration Date.

More complete information about guaranteed delivery procedures is contained in the Prospectus under the heading "The Exchange Offer — Guaranteed Delivery Procedures." You should also read Instruction 1, on page 13 of this letter of transmittal, to determine whether or not this section applies to you.

As used in this letter of transmittal, the term "Holder" means (1) any person in whose name Original Notes are registered on the books of the Company, (2) any other person who has obtained a properly executed bond power from a registered holder or (3) any person in whose name Original Notes are held of record by DTC and who desires to deliver such notes by book-entry transfer at DTC. If you are a Holder, hold your Original Notes in certificated form and decide to tender your Original Notes, you must complete this entire letter of transmittal.

You must follow the instructions in this letter of transmittal — please read this entire document carefully. If you have questions or need help, or if you would like additional copies of the Prospectus or this letter of transmittal, you should contact the exchange agent at its telephone number or address set forth above.

☐ CHECK HERE IF YOU HAVE ENCLOSED ORIGINAL NOTES WITH THIS LETTER OF TRANSMITTAL.

COMPLETE THE FOLLOWING ONLY IF YOU ARE AN ELIGIBLE INSTITUTION (THIS TERM IS DEFINED BELOW):

Name of Tendering Institution: ______________________________

DTC Participant Number: ______________________________

Account Number: ______________________________

Transaction Code Number: ______________________________

☐ CHECK HERE IF YOU ARE DELIVERING TENDERED ORIGINAL NOTES THROUGH A NOTICE OF GUARANTEED DELIVERY AND HAVE ENCLOSED THAT NOTICE WITH THIS LETTER OF TRANSMITTAL.

COMPLETE THE FOLLOWING ONLY IF YOU ARE AN ELIGIBLE INSTITUTION:

Name(s) of Registered Holder(s) of Original Notes: ______________________________

Date of Execution of Notice of Guaranteed Delivery: ______________________________

Window Ticket Number (if available): ______________________________

Name of Institution that Guaranteed Delivery: ______________________________

Account Number (if delivered by book-entry transfer): ______________________________

SPECIAL ISSUANCE INSTRUCTIONS
(SEE INSTRUCTIONS 4, 5 and 6)

Complete this section ONLY if: (1) certificates for untendered Original Notes are to be issued in the name of someone other than you; (2) certificates for Exchange Notes issued in exchange for tendered and accepted Original Notes are to be issued in the name of someone other than you; or (3) Original Notes tendered by book-entry transfer that are not exchanged are to be returned by credit to an account maintained at DTC other than the account designated above.

Issue Certificates(s) to:

Name: ______________________________
(Please Print)

Address ______________________________

____

____
(Include Zip Code)

____
(Taxpayer Identification or Social Security Number)

☐ Credit unexchanged original notes delivered by book-entry transfer to the DTC account set forth below:

____
(DTC Account Number, if Applicable)

SPECIAL DELIVERY INSTRUCTIONS
(SEE INSTRUCTIONS 4, 5 and 6)

Complete this section ONLY if certificates for untendered Original Notes, or Exchange Notes issued in exchange for tendered and accepted Original Notes are to be sent to someone other than you, or to you at an address other than the address shown above.

Mail Certificate(s) to:

Name: ______________________________
(Please Print)

Address ______________________________

____

____
(Include Zip Code)

____
(Taxpayer Identification or Social Security Number)

(PLEASE ALSO COMPLETE IRS FORM W-9)

Ladies and Gentlemen:

According to the terms and conditions of the Exchange Offer, I hereby tender to the Company the principal amount of Original Notes indicated above. At the time these notes are accepted by the Company and exchanged for the same principal amount of Exchange Notes, I will sell, assign, and transfer to the Company all right, title and interest in and to the Original Notes I have tendered. I am aware that the exchange agent also acts as the agent of the Company. By executing this document, I irrevocably constitute and appoint the exchange agent as my agent and attorney-in-fact for the tendered Original Notes with full power of substitution to:

- cause the Original Notes to be assigned, transferred and exchanged;
- deliver certificates for the Original Notes, or transfer ownership of the Original Notes on the account books maintained by DTC, to the Company and deliver all accompanying evidences of transfer and authenticity to the Company; and
- present the Original Notes for transfer on the books of the Company, receive all benefits and exercise all rights of beneficial ownership of these Original Notes according to the terms of the Exchange Offer.

The power of attorney granted in this paragraph is irrevocable and coupled with an interest.

With respect to the Original Notes, I represent and warrant that I have full power and authority to tender, exchange, assign and transfer the Original Notes that I am tendering and to acquire Exchange Notes issuable upon the exchange of the tendered Original Notes. I represent and warrant that the Company will acquire good and unencumbered title to such Original Notes, free and clear of all liens, restrictions (other than restrictions on transfer), charges and encumbrances, and that such Original Notes are not and will not be subject to any adverse claim at the time the Company acquires them. I further represent that:

- I am not an "affiliate" (as defined in Rule 405 under the Securities Act) of the Company or its subsidiaries, or if I am an affiliate of the Company or its subsidiaries, I will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable;
- any Exchange Notes I will acquire in exchange for the Original Notes I have tendered will be acquired in the ordinary course of business;
- I have not engaged in, do not intend to engage in, and have no arrangement or understanding with any person to engage in, a distribution, within the meaning of the Securities Act, of any Exchange Notes issued to me;
- I am not a broker-dealer who purchased the Original Notes for resale pursuant to an exemption under the Securities Act tendering Original Notes acquired directly from the Company for my own account; and
- I am not restricted by any law or policy of the Securities and Exchange Commission (the "SEC") from trading the Exchange Notes acquired in the Exchange Offer.

I understand that the Exchange Offer is being made in reliance on interpretations contained in letters issued to third parties by the staff of the SEC. These letters provide that the Exchange Notes issued in exchange for the Original Notes in the Exchange Offer may be offered for resale, resold, and otherwise transferred by a Holder of Exchange Notes, unless that person is an "affiliate" of the Company within the meaning of Rule 405 under the Securities Act, without compliance with the registration and prospectus delivery provisions of the Securities Act. The Exchange Notes must be acquired in the ordinary course of the Holder's business and the Holder must not be engaging in, must not intend to engage in, and must not have any arrangement or understanding with any person to participate in, a distribution of the Exchange Notes.

If I am a broker-dealer that will receive Exchange Notes for my own account in exchange for Original Notes that were acquired as a result of market-making activities or other trading activities, I acknowledge that I will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of the Exchange Notes. However, by this acknowledgment and by delivering a prospectus, I will not be deemed to admit that I am an "underwriter" within the meaning of the Securities Act.

Upon request, I will execute and deliver any additional documents deemed by the exchange agent or the Company to be necessary or desirable to complete the exchange, assignment and transfer of the Original Notes I have tendered.

I understand that the Company will be deemed to have accepted validly tendered Original Notes when the Company gives notice of acceptance to the exchange agent and such acceptance and the issuance of the Exchange Notes in exchange for tendered and accepted Original Notes will constitute performance in full by the Company of its obligations under the registration rights agreement with the initial purchasers of the Original Notes and the Company will have no further obligations or liabilities under the registration rights agreement, except in the limited circumstances defined in such agreement.

If, for any reason, any tendered Original Notes in certificated form are not accepted for exchange in the Exchange Offer, certificates for those unaccepted Original Notes will be returned to me without charge at the address shown below or at a different address if one is listed under "Special Delivery Instructions." Any unaccepted Original Notes which had been tendered by book-entry transfer will be credited to an account at DTC as soon as reasonably possible after the Expiration Date.

All authority granted or agreed to be granted by this letter of transmittal will survive my death, bankruptcy or incapacity, and every obligation under this letter of transmittal is binding upon my heirs, legal representatives, successors, assigns, executors, administrators and trustees in bankruptcy.

I understand that tenders of Original Notes according to the procedures described in the Prospectus under the heading "The Exchange Offer — Procedures for Tendering" and in the instructions included in this letter of transmittal constitute a binding agreement between myself and the Company subject to the terms and conditions of the Exchange Offer.

Unless I have described other instructions in this letter of transmittal under the section "Special Issuance Instructions," if I am tendering Original Notes in certificated form, please issue the certificates representing Exchange Notes issued and accepted in exchange for my tendered and accepted Original Notes in my name, and issue any replacement certificates for Original Notes not tendered or not accepted for exchange in my name. Similarly, unless I have instructed otherwise under the section "Special Delivery Instructions," please send the certificates representing the Exchange Notes issued in exchange for tendered and accepted Original Notes and any certificates for Original Notes that were not tendered or not accepted for exchange, as well as any accompanying documents, to me at the address shown below my signature. If the "Special Issuance Instructions" and the "Special Delivery Instructions" are completed, please issue the certificates representing the Exchange Notes issued in exchange for my tendered and accepted Original Notes in the name(s) of, and/or return any Original Notes that were not tendered or accepted for exchange and send such certificates to, the person(s) so indicated. I understand that if the Company does not accept any of the tendered Original Notes for exchange, the Company has no obligation to transfer any Original Notes from the name of the registered Holder(s) according to my instructions in the "Special Issuance Instructions" and "Special Delivery Instructions" sections of this document.

THE UNDERSIGNED, BY COMPLETING THE BOX ENTITLED DESCRIPTION OF ORIGINAL NOTES ABOVE AND SIGNING THIS LETTER, WILL BE DEEMED TO HAVE TENDERED THE ORIGINAL NOTES AS SET FORTH IN SUCH BOX ABOVE.

PLEASE SIGN HERE IF ORIGINAL NOTES ARE BEING PHYSICALLY TENDERED HEREBY

(Date)

Signature(s) of Registered Holder(s) or Authorized Signatory **(Date)**

Area Code and Telephone Number(s):

Tax Identification or Social Security Number(s):

The above lines must be signed by the registered Holder(s) of Original Notes as their name(s) appear(s) on the certificate for the Original Notes or by person(s) authorized to become registered Holders(s) by a properly completed bond power from the registered Holder(s). A copy of the completed bond power must be delivered with this letter of transmittal. If any Original Notes held in certificated form tendered through this letter of transmittal are held of record by two or more joint Holders, then all such Holders must sign this letter of transmittal. If the signature is by trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, then such person must (1) state his or her full title below and (2) unless waived by the Company, submit evidence satisfactory to the Company of such person's authority to act on behalf of the Holder. See Instruction 4, on page 15 of this letter of transmittal, for more information about completing this letter of transmittal.

Name(s):

Capacity:

Address:

(Include Zip Code)

Signature(s) Guaranteed by an Eligible Institution, if required by Instruction 4:

(Title)

(Name of Firm)

Dated , 2017

Form **W-9**

(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limitedliability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) u ________

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classificationof the single-member owner.

☐ Other(see instructions) u

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ______

Exemption from FATCA reporting code (if any) ________

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person** u **Date** u

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701–7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual**. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC**. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation**. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities**. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity**. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	**THEN the payment is exempt for . . .**
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS Individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS. gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for* partnerships on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

INSTRUCTIONS
PART OF THE TERMS AND CONDITIONS OF THE EXCHANGE OFFER

1. DELIVERY OF THIS LETTER OF TRANSMITTAL AND ORIGINAL NOTES. All physically tendered Original Notes, as well as a properly completed and executed copy or facsimile of this letter of transmittal, or an agent's message through ATOP and any other required documents for Original Notes tendered by book-entry transfer, must be received by the exchange agent at its address listed on the cover of this document before 5:00 p.m., New York City time, on the Expiration Date. YOU ARE RESPONSIBLE FOR THE DELIVERY OF THE ORIGINAL NOTES, THIS LETTER OF TRANSMITTAL AND ALL REQUIRED DOCUMENTS TO THE EXCHANGE AGENT. EXCEPT UNDER THE LIMITED CIRCUMSTANCES DESCRIBED BELOW, THE DELIVERY OF THESE DOCUMENTS WILL BE CONSIDERED TO HAVE BEEN MADE ONLY WHEN ACTUALLY RECEIVED OR CONFIRMED BY THE EXCHANGE AGENT. WHILE THE METHOD OF DELIVERY IS AT YOUR RISK AND CHOICE, THE COMPANY RECOMMENDS THAT YOU USE AN OVERNIGHT OR HAND DELIVERY SERVICE RATHER THAN REGULAR MAIL. YOU SHOULD SEND YOUR DOCUMENTS WELL BEFORE THE EXPIRATION DATE TO ENSURE RECEIPT BY THE EXCHANGE AGENT. YOU MAY REQUEST THAT YOUR BROKER, DEALER, COMMERCIAL BANK, TRUST COMPANY OR NOMINEE DELIVER YOUR ORIGINAL NOTES, THIS LETTER OF TRANSMITTAL AND ALL REQUIRED DOCUMENTS TO THE EXCHANGE AGENT. DO NOT SEND YOUR ORIGINAL NOTES TO THE COMPANY.

THE COMPANY WILL NOT ACCEPT ANY ALTERNATIVE, CONDITIONAL OR CONTINGENT TENDERS. EACH TENDERING HOLDER, BY EXECUTION OF A LETTER OF TRANSMITTAL (OR FACSIMILE THEREOF OR AGENT'S MESSAGE IN LIEU THEREOF), WAIVES ANY RIGHT TO RECEIVE ANY NOTICE OF THE ACCEPTANCE OF SUCH TENDER.

If you wish to tender your Original Notes, but:

(a) you hold your Original Notes in certificated form and your Original Notes are not immediately available;

(b) you hold your Original Notes in certificated form and you cannot deliver your Original Notes, this letter of transmittal and all required documents to the exchange agent before the Expiration Date; or

(c) you hold your Original Notes in book-entry form and you are unable to complete the book-entry tender procedure before the Expiration Date,

you must tender your Original Notes according to the guaranteed delivery procedure. A summary of this procedure follows, but you should read the section in the Prospectus titled "The Exchange Offer — Guaranteed Delivery Procedures" for more complete information. As used in this letter of transmittal, an "Eligible Institution" is a bank, broker, dealer, credit union, savings association or other entity which is a member in good standing under a recognized medallion program approved by the Securities Transfer Association Inc., including the Securities Transfer Agents Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP") and the New York Stock Exchange Medallion Signature Program ("MSP"), or any other "Eligible Guarantor Institution" as defined in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended (each of the foregoing, an "Eligible Institution").

For a tender of Original Notes in book-entry form made through the guaranteed delivery procedure to be valid, it must be done through ATOP. For a tender of Original Notes in certificated form made through the guaranteed delivery procedure to be valid, the exchange agent must receive a properly completed and executed notice of guaranteed delivery or a facsimile of that notice before 5:00 p.m., New York City time, on the Expiration Date. The notice of guaranteed delivery must be delivered by an Eligible Institution and must:

(a) state your name and address and the names in which the Original Notes are registered;

(b) list the certificate numbers and principal amounts of the Original Notes being tendered;

(c) state that tender of your Original Notes is being made through the notice of guaranteed delivery; and

(d) guarantee that this letter of transmittal, or a facsimile of it, the certificates representing the Original Notes, or a confirmation of DTC book-entry transfer, and all other required documents will be deposited with the exchange agent by the Eligible Institution within three New York Stock Exchange trading days after the Expiration Date.

The exchange agent must receive your certificates for Original Notes, or a confirmation of DTC book entry, in proper form for transfer, this letter of transmittal and all required documents within three New York Stock Exchange trading days after the Expiration Date or your tender will be invalid and may not be accepted for exchange.

The Company has the sole right to decide any questions about the validity, form, eligibility, time of receipt, acceptance or withdrawal of tendered Original Notes, and its decision will be final and binding. The Company's interpretation of the terms and conditions of the Exchange Offer, including the instructions contained in this letter of transmittal and in the Prospectus, will be final and binding on all parties.

The Company has the absolute right to reject any or all of the tendered Original Notes if:

(1) the Original Notes are not properly tendered; or

(2) in the opinion of counsel, the acceptance of those Original Notes would be unlawful.

The Company may also decide to waive any conditions of the Exchange Offer or any defects or irregularities of tenders of Original Notes and accept such Original Notes for exchange whether or not similar defects or irregularities are waived in the case of other Holders. Any defect or irregularity in the tender of Original Notes that is not waived by the Company must be cured within the period of time set by the Company.

It is your responsibility to identify and cure any defect or irregularity in the tender of your Original Notes. Your tender of Original Notes will not be considered to have been made until any defect or irregularity is cured or waived. Neither the Company, the exchange agent nor any other person is required to notify you that your tender was defective or irregular, and no one will be liable for any failure to notify you of such a defect or irregularity in your tender of Original Notes. As soon as reasonably possible after the Expiration Date, the exchange agent will return to the Holder tendering any Original Notes that were invalidly tendered if the defect or irregularity has not been cured or waived.

2. TENDER BY HOLDER. You must be a Holder of Original Notes in order to participate in the Exchange Offer. If you are a beneficial holder of Original Notes who wishes to tender, but you are not the registered Holder, you must arrange with the registered Holder to execute and deliver this letter of transmittal on his, her or its behalf. Before completing and executing this letter of transmittal and delivering the registered Holder's Original Notes, you must either make appropriate arrangements to register ownership of the Original Notes in your name or obtain a properly executed bond power from the registered Holder. The transfer of registered ownership of Original Notes may take a long period of time.

3. PARTIAL TENDERS. Tenders of Original Notes pursuant to the Exchange Offer will be accepted only in principal amounts equal to $2,000 and integral multiples of $1,000. If you are tendering less than the entire principal amount of Original Notes represented by a certificate, you should fill in the principal amount you are tendering under "Principal Amount of Original Notes Tendered" of the box entitled "Description of the Original Notes." The entire principal amount of Original Notes listed on the certificate delivered to the exchange agent will be deemed to have been tendered unless you fill in the appropriate box. If the entire principal amount of all Original Notes is not tendered, a certificate will be issued for the principal amount of those untendered Original Notes.

Unless a different address is provided in the appropriate box on this letter of transmittal, certificate(s) representing Exchange Notes issued in exchange for any tendered and accepted Original Notes in certificated form will be sent to the registered Holder at his or her registered address promptly after the Original Notes are accepted for exchange. In the case of Original Notes tendered by book-entry transfer, any untendered Original Notes and any Exchange Notes issued in exchange for tendered and accepted Original Notes will be credited to accounts at DTC.

4. SIGNATURES ON THE LETTER OF TRANSMITTAL; BOND POWERS AND ENDORSEMENTS AND GUARANTEE OF SIGNATURES.

- If you are the registered Holder of the Original Notes tendered with this document and are signing this letter of transmittal, your signature must match exactly the name(s) written on the face of the Original Notes. There can be no alteration, enlargement or change in your signature in any manner. If certificates representing the Exchange Notes, or certificates issued to replace any Original Notes you have not tendered, are to be issued to you as the registered Holder, do not endorse any tendered Original Notes, and do not provide a separate bond power.
- If you are not the registered Holder, or if any Exchange Note or any replacement Original Note certificates will be issued to someone other than you, you must either properly endorse the Original Notes you have tendered or deliver with this letter of transmittal a properly completed separate bond power. Please note that the signatures on any endorsement or bond power must be guaranteed by an Eligible Institution.
- If you are signing this letter of transmittal but are not the registered Holder(s) of any Original Notes listed on this document under the heading "Description of the Original Notes," the Original Notes tendered must be endorsed or accompanied by appropriate bond powers, in each case signed in the name of the registered Holder(s) exactly as it appears on the Original Notes. Please note that the signatures on any endorsement or bond power must be guaranteed by an Eligible Institution.
- If this letter of transmittal, any Original Notes tendered or any bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, that person must indicate their title or capacity when signing. Unless waived by the Company, evidence satisfactory to the Company of that person's authority to act must be submitted with this letter of transmittal. Please note that the signatures on any endorsement or bond power must be guaranteed by an Eligible Institution.
- All signatures on this letter of transmittal must be guaranteed by an Eligible Institution unless one of the following situations apply:
  - If this letter of transmittal is signed by the registered Holder(s) of the Original Notes tendered with this letter of transmittal and such Holder(s) has not completed the box titled "Special Issuance Instructions" or the box titled "Special Delivery Instructions"; or
  - If the Original Notes are tendered for the account of an Eligible Institution.

5. SPECIAL ISSUANCE AND DELIVERY INSTRUCTIONS. If different from the name and address of the person signing this letter of transmittal, you should indicate, in the applicable box or boxes, the name and address where Original Notes issued in replacement for any untendered or tendered but unaccepted Original Notes should be issued or sent. If replacement Original Notes are to be issued in a different name, you must indicate the taxpayer identification or social security number of the person named.

6. TRANSFER TAXES. The Company will pay all transfer taxes, if any, applicable to the exchange of Original Notes in the Exchange Offer. However, transfer taxes will be payable by you (or by the tendering Holder if you are signing this letter on behalf of a tendering Holder) if:

- certificates representing Exchange Notes or notes issued to replace any Original Notes not tendered or accepted for exchange are to be delivered to, or are to be registered or issued in the name of, a person other than the registered Holder;

- tendered Original Notes are registered in the name of any person other than the person signing this letter of transmittal; or
- a transfer tax is imposed for any reason other than the exchange of Original Notes according to the Exchange Offer. If satisfactory evidence of the payment of those taxes or an exemption from payment is not submitted with this letter of transmittal, the amount of those transfer taxes will be billed directly to the tendering Holder. Until those transfer taxes are paid, the Company will not be required to deliver any Exchange Notes required to be delivered to, or at the direction of, such tendering Holder.

Except as provided in this Instruction 6, it is not necessary for transfer tax stamps to be attached to the Original Notes listed in this letter of transmittal.

7. FORM W-9. If Original Notes are held in certificated form, you must provide the exchange agent with a correct Taxpayer Identification Number ("TIN") for the Holder on the enclosed Form W-9. If the Holder is an individual, the TIN is his or her social security number. If you do not provide the required information on the Form W-9, you may be subject to backup withholding (currently at a 28% rate) on certain payments made to the Holders of Exchange Notes. Certain Holders, such as corporations and certain foreign individuals, are not subject to these backup withholding and reporting requirements. To prove to the exchange agent that a foreign Holder qualifies as an exempt Holder, the foreign Holder must submit the applicable type of Form W-8, signed under penalties of perjury, certifying as to that Holder's exempt status. You can obtain a Form W-8 from the exchange agent.

8. WAIVER OF CONDITIONS. The Company may choose, at any time and for any reason, to waive or, subject to certain requirements, amend or modify certain of the conditions to the Exchange Offer. The conditions applicable to tenders of Original Notes in the Exchange Offer are described in the Prospectus under the heading "The Exchange Offer — Conditions."

9. WITHDRAWAL RIGHTS. Original Notes tendered pursuant to the Exchange Offer may be withdrawn at any time prior to the Expiration Date. For a withdrawal to be effective, a written notice of withdrawal must be received by the exchange agent at its address set forth in this letter of transmittal not later than 5:00 p.m., New York City time, on the Expiration Date. Any notice of withdrawal must specify the person named in the letter of transmittal as having tendered Original Notes to be withdrawn, the principal amount of Original Notes to be withdrawn, that the Holder is withdrawing its election to have such Original Notes exchanged and the name of the Holder of the Original Notes, and must be signed by the Holder in the same manner as the original signature on the letter of transmittal, including any required signature guarantees, or be accompanied by evidence satisfactory to us that the person withdrawing the tender has succeeded to the ownership of the Original Notes being withdrawn. Properly withdrawn Original Notes may be re-tendered by following one of the procedures described under "The Exchange Offer — Procedures for Tendering" in the Prospectus at any time on or prior to 5:00 p.m., New York City time, on the Expiration Date. Any notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawn Original Notes and otherwise comply with the procedures of DTC. All questions as to the validity of notices of withdrawals, including time of receipt, will be determined by us, and will be final and binding on all parties.

Any Original Notes so withdrawn will be deemed not to have been validly tendered for exchange for purposes of the Exchange Offer. Any Original Notes which have been tendered for exchange but which are not exchanged for any reason will be returned to the tendering Holder of such notes without cost to such Holder, in the case of physically tendered Original Notes, or credited to an account maintained with DTC for the Original Notes promptly after withdrawal, rejection of tender or termination of the Exchange Offer. Properly withdrawn Original Notes may be re-tendered by following the procedures described under the heading "The Exchange Offer — Procedures for Tendering" in the Prospectus at any time on or prior to 5:00 p.m., New York City time, on the Expiration Date with respect to such Original Notes.

Any Original Notes tendered by book-entry transfer into the exchange agent's account at the Book-Entry Transfer Facility pursuant to the book-entry transfer procedures set forth under the heading "The Exchange Offer — Procedures for Tendering s" in the Prospectus will be credited to an account maintained with the book-entry transfer facility for the Original Notes as soon as practicable after withdrawal, rejection of tender or termination of the Exchange Offer.

10. MUTILATED, LOST, STOLEN OR DESTROYED ORIGINAL NOTES. If your Original Notes have been mutilated, lost, stolen or destroyed, you should contact the exchange agent at the address listed on the cover page of this document for further instructions.

11. REQUESTS FOR ASSISTANCE OR ADDITIONAL COPIES. If you have questions, need assistance or would like to receive additional copies of the Prospectus or this letter of transmittal, you should contact the exchange agent at the address listed on the cover page of this document. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Exchange Offer.

IMPORTANT: THIS LETTER OF TRANSMITTAL (OR FACSIMILE THEREOF) AND ALL OTHER REQUIRED DOCUMENTS MUST BE RECEIVED BY THE EXCHANGE AGENT ON OR PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE.

Exhibit 99.2

WESTINGHOUSE AIR BRAKE TECHNOLOGIES CORPORATION

NOTICE OF GUARANTEED DELIVERY

OFFER TO EXCHANGE
Up to $750,000,000
Aggregate Principal Amount of Newly Issued
3.450% Senior Notes due 2026 (CUSIP No. 960386 AL4)
For
a Like Principal Amount of Outstanding Restricted
3.450% Senior Notes due 2026 (CUSIP Nos. 960386 AJ9 and U96036 AB1)

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2017, UNLESS EXTENDED (SUCH DATE, AS THE SAME MAY BE EXTENDED, THE "EXPIRATION DATE"). ORIGINAL NOTES TENDERED IN THE EXCHANGE OFFER MAY BE WITHDRAWN AT ANY TIME PRIOR TO THE EXPIRATION DATE.

This Notice of Guaranteed Delivery relates to the offer (the "Exchange Offer") by Westinghouse Air Brake Technologies Corporation (the "Company") to exchange, upon the terms and subject to the conditions set forth in the Company's prospectus, dated , 2017 (the "Prospectus") and in the corresponding letter of transmittal (the "Letter of Transmittal"), its 3.450% Senior Notes due 2026 (CUSIP No. 960386 AL4) (the "Exchange Notes"), which will be issued in a transaction registered under the Securities Act of 1933, as amended (the "Securities Act"), for any and all of the Company's outstanding restricted 3.450% Senior Notes due 2026 (CUSIP Nos. 960386 AJ9 and U96036 AB1) (the "Original Notes").

The Original Notes were issued pursuant to an Indenture, dated as of August 8, 2013 (as supplemented to date, the "Indenture"), between the Company and Wells Fargo Bank, National Association, as trustee (the "Trustee"), as supplemented by (i) the First Supplemental Indenture, dated as of August 8, 2013, by and between the Company and the Trustee, (ii) the Second Supplemental Indenture, dated as of November 3, 2016, by and among the Company, certain of the Guarantors and the Trustee, (iii) the Third Supplemental Indenture, dated as of November 3, 2016, by and among the Company, certain of the Guarantors and the Trustee, (iv) the Fourth Supplemental Indenture, dated as of February 9, 2017, by and among the Company, certain of the Guarantors and the Trustee, (v) the Fifth Supplemental Indenture, dated as of April 28, 2017, by and among the Company, certain of the Guarantors and the Trustee, and (vi) the Sixth Supplemental Indenture, dated as of June 21, 2017, by and among the Company, the Guarantors and the Trustee.

If in the case of Original Notes in certificated form, the Original Notes, the Letter of Transmittal or any other required documents cannot be delivered to the exchange agent prior to 5:00 p.m., New York City time, on the Expiration Date, then this form may be delivered by hand or (in the case of an Eligible Institution (as defined in the Letter of Transmittal)) transmitted by facsimile transmission, overnight courier or mailed to the exchange agent as indicated below. If in the case of Original Notes held in book-entry form, the procedure for book-entry transfer cannot be completed by 5:00 p.m., New York City time, on the Expiration Date, then the holder of the Original Notes may guarantee delivery by means of The Depository Trust Company's Automated Tender Offer Program, in accordance with the terms and procedures of that program.

Deliver to:
WELLS FARGO BANK, NATIONAL ASSOCIATION,
AS EXCHANGE AGENT

Registered & Certified Mail	Regular Mail or Courier:	In Person by Hand Only:
Wells Fargo Bank, N.A.	Wells Fargo Bank, N.A.	Wells Fargo Bank, N.A.
Corporate Trust Operations	Corporate Trust Operations	Corporate Trust Services
MAC N9300-070	MAC N9300-070	MAC N9300-070
600 South Fourth Street	600 South Fourth Street	600 South Fourth Street
Minneapolis, MN 55402	Minneapolis, MN 55402	Minneapolis, MN 55402

Or

By Facsimile Transmission:
(612) 667-6282
Telephone:
(800) 344-5128

Originals of all documents sent by facsimile should be promptly sent to the exchange agent by mail, by hand or by overnight delivery service.

DELIVERY OF THIS NOTICE TO AN ADDRESS, OR TRANSMISSION OF INSTRUCTIONS VIA A FACSIMILE, OTHER THAN AS SET FORTH ABOVE DOES NOT CONSTITUTE A VALID DELIVERY.

This form is not to be used to guarantee signatures. If a signature on the Letter of Transmittal to be used to tender Original Notes is required to be guaranteed by an "Eligible Institution" under the instructions thereto, such signature guarantee must appear in the applicable space provided in the Letter of Transmittal.

Ladies and Gentlemen:

The undersigned hereby tenders to the Company, upon the terms and subject to the conditions set forth in the Prospectus and the Letter of Transmittal (which together constitute the "Exchange Offer"), receipt of which is hereby acknowledged, Original Notes pursuant to guaranteed delivery procedures set forth in Instruction 1 of the Letter of Transmittal. The undersigned guarantees that within three New York Stock Exchange trading days after the Expiration Date, the Original Notes, in proper form for transfer, or book-entry confirmation, as the case may be, will be delivered together with a properly completed and duly executed Letter of Transmittal and any other required documents.

The undersigned understands that tenders of Original Notes will be accepted only in principal amounts equal to $2,000 and integral multiples of $1,000 in excess thereof. The undersigned understands that tenders of Original Notes pursuant to the Exchange Offer may be withdrawn only in accordance with the procedures set forth in "The Exchange Offer — Withdrawal of Tenders" section of the Prospectus.

All authority herein conferred or agreed to be conferred by this Notice of Guaranteed Delivery shall survive the death, incapacity or dissolution of the undersigned and every obligation of the undersigned under this Notice of Guaranteed Delivery shall be binding upon the heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy and other legal representatives of the undersigned.

NOTE: SIGNATURES MUST BE PROVIDED WHERE INDICATED BELOW.

Complete this section if you are tendering Original Notes in certificated form:

Certificate No(s). for Original Notes (if available): ______________ Principal Amount of Original Notes
Principal Amount of Original Notes Tendered: ______________ Represented by Certificates: ______________
Dated: ______________________________ Signature(s): ______________________________

This Notice of Guaranteed Delivery must be signed by the registered holder(s) of Original Notes exactly as its (their) name(s) appears on certificates of Original Notes or on a security position listing as the owner of Original Notes, or by person(s) authorized to become registered holder(s) by endorsements and documents transmitted with this Notice of Guaranteed Delivery. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must provide the following information:

Please print name(s) and address(es)

Name(s): ____

____

Capacity: ____

____

Address(es): ____

____

Area Code and Telephone No.: ____

GUARANTEE

(NOT TO BE USED FOR SIGNATURE GUARANTEE)

The undersigned, a member firm of a registered national securities exchange or a commercial bank or trust company having an office or correspondent in the United States or an "eligible guarantor institution" within the meaning of Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), hereby:

(a) represents that the above named person(s) own(s) the Original Notes to be tendered; and

(b) guarantees that delivery to the exchange agent of certificates for the Original Notes to be tendered, in proper form for transfer (or confirmation of the book-entry transfer of such Original Notes into the exchange agent's account at The Depository Trust Company, pursuant to the procedures for book-entry transfer set forth in the Prospectus), with delivery of a properly completed and duly executed (or manually signed facsimile) Letter of Transmittal with any required signatures and any other required documents, will be received by the exchange agent at its address set forth above within three New York Stock Exchange trading days after the Expiration Date.

I HEREBY ACKNOWLEDGE THAT I MUST DELIVER THE LETTER OF TRANSMITTAL AND ORIGINAL NOTES TO BE TENDERED TO THE EXCHANGE AGENT WITHIN THE TIME PERIOD SET FORTH AND THAT FAILURE TO DO SO COULD RESULT IN FINANCIAL LOSS TO ME.

______________________________	______________________________
Name of Firm	**Authorized Signature**
______________________________	______________________________
Address	**Title**
______________________________	Name: ______________________________
Zip Code	**(Please Type or Print)**
Area Code and Telephone No. ______________	Dated: ______________________________

NOTE: DO NOT SEND ORIGINAL NOTES WITH THIS FORM; ORIGINAL NOTES SHOULD BE SENT WITH YOUR LETTER OF TRANSMITTAL SO THAT THEY ARE RECEIVED BY THE EXCHANGE AGENT WITHIN THREE NEW YORK STOCK EXCHANGE TRADING DAYS AFTER THE EXPIRATION DATE.

INSTRUCTIONS TO NOTICE OF GUARANTEED DELIVERY

1. DELIVERY OF NOTICE OF GUARANTEED DELIVERY. If a Holder (as defined in the Letter of Transmittal) of Original Notes wishes to participate in the Exchange Offer but the Original Notes, the Letter of Transmittal or any other required documents cannot be delivered to the exchange agent prior to 5:00 p.m., New York City time, on the Expiration Date, then a properly completed and duly executed copy of this Notice of Guaranteed Delivery and any other documents required by this Notice of Guaranteed Delivery must be received by the exchange agent at its address set forth herein prior to 5:00 p.m., New York City time, on the Expiration Date. The method of delivery of this Notice of Guaranteed Delivery and any other required documents to the exchange agent is at the election and risk of the Holder and the delivery will be deemed made only when actually received by the exchange agent. If delivery is by mail, it is recommended that the mailing be completed by registered or certified mail, properly insured, with return receipt requested, and made sufficiently in advance of the Expiration Date to permit delivery to the Exchange Agent prior to 5:00 p.m., New York City time, on the Expiration Date. For a description of the guaranteed delivery procedure, see Instruction 1 to the Letter of Transmittal.

2. SIGNATURES ON THIS NOTICE OF GUARANTEED DELIVERY. If this Notice of Guaranteed Delivery is signed by a participant of the book-entry transfer facility whose name appears on a security position listing as the owner of Original Notes, the signature must correspond exactly with the name shown on the security position listing as the owner of the Original Notes.

If this Notice of Guaranteed Delivery is signed by a person other than a participant of the book-entry transfer facility, this Notice of Guaranteed Delivery must be accompanied by appropriate bond powers, signed in the name of the participant(s) shown on the book-entry transfer facility's security position listing. Please note that the signatures on any endorsement or bond power must be guaranteed by an Eligible Institution.

If this Notice of Guaranteed Delivery is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer, or other person acting in a fiduciary or representative capacity, such person must so indicate when signing. Unless waived by the Company, evidence satisfactory to the Company of that person's authority to act must be submitted with this Notice of Guaranteed Delivery.

3. CAPITALIZED TERMS. Capitalized terms used, but not defined, in this Notice of Guaranteed Delivery have the meanings assigned to them in the Prospectus.

4. REQUESTS FOR ASSISTANCE OR ADDITIONAL COPIES. Questions and requests for assistance and requests for additional copies of the Prospectus may be directed to the exchange agent at its address set forth on the front of this Notice of Guaranteed Delivery. Holders may also contact their broker, dealer, commercial bank, trust company, or other nominee for assistance concerning the Exchange Offer.

Exhibit 99.3

WESTINGHOUSE AIR BRAKE TECHNOLOGIES CORPORATION

OFFER TO EXCHANGE
Up to $750,000,000
Aggregate Principal Amount of Newly Issued
3.450% Senior Notes due 2026 (CUSIP No. 960386 AL4)
For
a Like Principal Amount of Outstanding Restricted
3.450% Senior Notes due 2026 (CUSIP Nos. 960386 AJ9 and U96036 AB1)

THIS EXCHANGE OFFER (THE "EXCHANGE OFFER") WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2017, UNLESS EXTENDED (SUCH DATE, AS THE SAME MAY BE EXTENDED, THE "EXPIRATION DATE"). ORIGINAL NOTES TENDERED IN THE EXCHANGE OFFER MAY BE WITHDRAWN AT ANY TIME PRIOR TO THE EXPIRATION DATE.

To Brokers, Dealers, DTC Participants, Commercial Banks,
Trust Companies and Other Nominees:

Enclosed for your consideration is a prospectus, dated , 2017, of Westinghouse Air Brake Technologies Corporation (the "Company"), and a related Letter of Transmittal, that together constitute the Company's offer to exchange its 3.450% Senior Notes due 2026 (CUSIP No. 960386 AL4) (the "Exchange Notes"), which will be issued in a transaction registered under the Securities Act of 1933, as amended (the "Securities Act"), for any and all of the Company's outstanding restricted 3.450% Senior Notes due 2024 (CUSIP Nos. 960386 AJ9 and U96036 AB1) (the "Original Notes").

We are asking you to contact your clients for whom you hold Original Notes registered in your name or in the name of your nominee. In addition, we ask you to contact your clients who, to your knowledge, hold Original Notes registered in their own names.

Enclosed herewith are copies of the following documents for forwarding to your clients:

1. the prospectus, dated , 2017;

2. a form of letter of transmittal for your use and for the information of your clients, together with Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 providing information relating to backup U.S. federal income tax withholding;

3. a form of notice of guaranteed delivery to be used to accept the exchange offer if certificates and all other required documents are not immediately available or if time will not permit all required documents to reach the exchange agent on or prior to the Expiration Date or if the procedure for book-entry transfer (including a properly transmitted agent's message) cannot be completed on a timely basis; and

4. instructions to a registered holder from the beneficial owner for obtaining your clients' instructions with regard to the exchange offer.

WE URGE YOU TO CONTACT YOUR CLIENTS AS PROMPTLY AS POSSIBLE IN ORDER TO OBTAIN THEIR INSTRUCTIONS.

The Company will not pay any fees or commissions to any broker, dealer or other person (other than the exchange agent as described in the prospectus) in connection with the solicitation of tenders of Original Notes pursuant to the Exchange Offer.

Please refer to “The Exchange Offer — Procedures for Tendering” and “The Exchange Offer — Guaranteed Delivery Procedures” in the prospectus for a description of the procedures which must be followed to tender Original Notes in the exchange offer.

Any inquiries you may have with respect to the exchange offer may be directed to the exchange agent at (800) 344-5128, Option 0, or at the address set forth on the cover of the Letter of Transmittal. Additional copies of the enclosed material may be obtained from the exchange agent.

Very truly yours,

/s/ Westinghouse Air Brake Technologies Corporation

Westinghouse Air Brake Technologies Corporation

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU OR ANY OTHER PERSON, THE AGENT OF THE COMPANY OR THE EXCHANGE AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENT ON BEHALF OF ANY OF THEM IN CONNECTION WITH THE EXCHANGE OFFER OTHER THAN THE DOCUMENTS ENCLOSED HEREWITH AND THE STATEMENTS CONTAINED THEREIN.

Exhibit 99.4

WESTINGHOUSE AIR BRAKE TECHNOLOGIES CORPORATION

OFFER TO EXCHANGE
Up to $750,000,000
Aggregate Principal Amount of Newly Issued
3.450% Senior Notes due 2026 (CUSIP No. 960386 AL4)
For
a Like Principal Amount of Outstanding Restricted
3.450% Senior Notes due 2026 (CUSIP Nos. 960386 AJ9 and U96036 AB1)

THIS EXCHANGE OFFER (THE "EXCHANGE OFFER") WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2017, UNLESS EXTENDED (SUCH DATE, AS THE SAME MAY BE EXTENDED, THE "EXPIRATION DATE"). ORIGINAL NOTES TENDERED IN THE EXCHANGE OFFER MAY BE WITHDRAWN AT ANY TIME PRIOR TO THE EXPIRATION DATE.

To Registered Holders and/or Participants of The Depository Trust Company:

The undersigned hereby acknowledges receipt of the prospectus, dated , 2017, of Westinghouse Air Brake Technologies Corporation (the "Company") and accompanying Letter of Transmittal, that together constitute the Company's offer to exchange its 3.450% Senior Notes due 2026 (CUSIP No. 960386 AL4) (the "Exchange Notes"), which will be issued in a transaction registered under the Securities Act of 1933, as amended (the "Securities Act"), for any and all of the Company's outstanding restricted 3.450% Senior Notes due 2024 (CUSIP Nos. 960386 AJ9 and U96036 AB1) (the "Original Notes").

This will instruct you, the registered holder and/or book-entry transfer facility participant, as to the action to be taken by you relating to the exchange offer with respect to the Original Notes held by you for the account of the undersigned.

The aggregate face amount of the Original Notes held by you for the account of the undersigned is:

U.S.$ of Original Notes

With respect to the exchange offer, the undersigned hereby instructs you (check appropriate box):

☐ TO TENDER ALL of the Original Notes held by you for the account of the undersigned.

☐ TO TENDER the following Original Notes held by you for the account of the undersigned (insert principal amount of Original Notes to be tendered (if any)):

U.S.$ of Original Notes

☐ NOT TO TENDER any Original Notes held by you for the account of the undersigned.

If the undersigned instructs you to tender Original Notes held by you for the account of the undersigned, it is understood that you are authorized to make, on behalf of the undersigned (and the undersigned, by its signature below, hereby makes to you), the representations and warranties contained in the Letter of Transmittal that are to be made with respect to the undersigned as a beneficial owner, including but not limited to the representations, that (1) the Exchange Notes acquired pursuant to the exchange offer are being acquired in the ordinary course of business of the undersigned, (2) neither the undersigned nor any other person acquiring Exchange Notes in exchange for Original Notes held for the account of the undersigned in the exchange offer is engaging in or intends to engage in a distribution of such Exchange Notes, (3) neither the undersigned nor any other person acquiring Exchange Notes in exchange for Original Notes held for the account of the undersigned in the exchange offer has an arrangement or understanding with any person to participate in the distribution of such Exchange Notes, (4) neither the undersigned nor any other person acquiring Exchange Notes in exchange for Original Notes held for the account of the undersigned in the exchange offer is an "affiliate" of the Company within the meaning of Rule

405 under the Securities Act, and (5) neither the undersigned nor any other person acquiring Exchange Notes in exchange for Original Notes held for the account of the undersigned in the exchange offer is acting on behalf of any person who could not truthfully make the foregoing representations. If any holder or any other person, including the undersigned, is an "affiliate," as defined under Rule 405 of the Securities Act, of the Company, or is engaged in or intends to engage in or has an arrangement or understanding with any person to participate in a distribution of the notes to be acquired in the exchange offer, the holder or any other person, including the undersigned: (i) may not rely on applicable interpretations of the Staff of the Securities and Exchange Commission; and (ii) must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction. The undersigned represents, certifies and acknowledges, for the benefit of the Company, that, if it or any other person acquiring Exchange Notes in exchange for Original Notes held for the account of the undersigned in the exchange offer is a broker-dealer that will receive Exchange Notes for its own account in exchange for Original Notes: (i) the Original Notes to be exchanged for Exchange Notes were acquired as a result of market-making or other trading activities, (ii) neither it nor any other person acquiring Exchange Notes in exchange for Original Notes held for the account of the undersigned in the Exchange Offer has entered into any arrangement or understanding with the Company or an affiliate of the Company to distribute the Exchange Notes and (iii) it or any other person acquiring Exchange Notes in exchange for Original Notes held for the account of the undersigned in the Exchange Offer will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such Exchange Notes; however, by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

The undersigned acknowledges that if an executed copy of this Letter of Transmittal is returned, the entire principal amount of Original Notes held for the undersigned's account will be tendered unless otherwise specified above.

The undersigned hereby represents and warrants that the undersigned (1) owns such Original Notes tendered and is entitled to tender such Original Notes, and (2) has full power and authority to tender, sell, exchange, assign and transfer such tendered Original Notes and to acquire Exchange Notes issuable upon the exchange of such tendered Original Notes, and that, when the same are accepted for exchange, the Company will acquire good and marketable title to the tendered Original Notes, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim or right or restriction of any kind.

SIGN HERE

Name of beneficial owner(s) (please print): ____________________

Signature(s): ____________________

Address: ____________________

Telephone number: ____________________

Taxpayer Identification Number or Social Security Number: ____________________

Date: ____________________

UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION

The following unaudited pro forma condensed combined income statement is presented to illustrate the estimated effects of the merger of Faiveley Transport S.A. (“Faiveley”) and Westinghouse Air Brake Technologies Corporation (the “Company”) (the “Acquisition”).

On October 6, 2015, the Company announced that it entered into a definitive share purchase agreement to acquire from Financière Faiveley S.A., Famille Faiveley Participations, François Faiveley and Erwan Faiveley (collectively, the “Sellers”) approximately 51% of Faiveley Transport. The Company also entered into a definitive tender offer agreement with Faiveley Transport on October 6, 2015. On October 24, 2016, the Company entered into amendments to that definitive share purchase agreement (as so amended, the “Share Purchase Agreement”) and that tender offer agreement (as so amended, the “Tender Offer Agreement” and, together with the Share Purchase Agreement, the “Transaction Agreements”). The share purchases contemplated by the Share Purchase Agreement is referred to below collectively as the “Faiveley Family Share Purchase,” the tender offer contemplated by the Tender Offer Agreement is referred to below as the “Tender Offer,” and the transactions contemplated by the Transaction Agreements are referred to below collectively as the “Acquisition.”

Under the Share Purchase Agreement, the Company agreed to purchase approximately 51% of Faiveley Transport’s ordinary shares from members of the Faiveley family for €100 per ordinary share, payable between 25% and 45% in cash with the remainder in the Company’s common stock. On November 30, 2016, the Company completed the Faiveley Family Share Purchase, purchasing 7,475,537 ordinary shares of Faiveley Transport owned in the aggregate by the Sellers, representing a total of approximately 51% of the outstanding share capital of Faiveley Transport, pursuant to the Share Purchase Agreement, with approximately 25% of the consideration, or approximately $212 million, paid in cash, and the remaining consideration consisting of approximately 6.3 million shares of the Company’s common stock.

Pursuant to the terms of the Tender Offer Agreement, after the completion of the Faiveley Family Share Purchase, the Company filed with the Autorité des Marchés Financiers (the “AMF”) in France a mandatory tender to purchase all of the remaining ordinary shares of Faiveley Transport not purchased in the Faiveley Family Share Purchase. On December 22, 2016, the AMF issued a clearance decision on the tender offer information memorandum relating to the Tender Offer. The Tender Offer was open from December 27, 2016 through January 30, 2017. On February 3, 2017, the Company announced the closing of the Tender Offer. In the Tender Offer, the Company acquired a total of 4,065,860 Faiveley Transport ordinary shares, including 3,816,195 ordinary shares pursuant to the cash offer for €100 per ordinary share and 249,665 ordinary shares pursuant to the exchange offer for 15 shares of the Company’s common stock for every 13 ordinary shares of Faiveley Transport, or an aggregate of 288,075 shares of the Company’s common stock.

Taking into account the ordinary shares that the Company already held after the Faiveley Family Share Purchase, the Company therefore held approximately 78.2% of the share capital and approximately 76.3% of the voting rights of Faiveley Transport following the initial Tender Offer. In accordance with the applicable regulation in France, the Tender Offer reopened from February 14, 2017 to March 6, 2017. In the subsequent Tender Offer, the Company acquired an additional 2,856,110 ordinary shares of Faiveley Transport. Immediately following the completion of the subsequent Tender Offer, the Company held approximately 98.5% of the share capital and approximately 97.7% of the voting rights of Faiveley Transport. On March 21, 2017, the Company announced that it completed the acquisition of the remaining ordinary shares of Faiveley Transport by implementing a mandatory squeeze-out procedure at the price of €100 for each outstanding Faiveley Transport ordinary share. As a result, Faiveley Transport’s ordinary shares were delisted from Euronext Paris, and Faiveley Transport became a wholly owned subsidiary of the Company.

The total purchase price for the Acquisition was approximately $1.7 billion, including assumed debt and net of cash acquired. The Company funded the cash portion of the consideration paid in the Acquisition through (i) cash on hand of approximately $340 million (including approximately $210 million which had been placed in escrow), (ii) additional borrowings under the Company's $1.2 billion amended revolving credit facility, (iii) net proceeds from a $750 million senior note offering which closed on November 3, 2016, and (iv) proceeds from a term loan of $400 million (items (ii)-(iv) are hereinafter the "Credit Arrangements"). The Company also issued common stock valued at approximately $535 million.

The accompanying unaudited pro forma condensed combined statements of income for the year ended December 31, 2016, (the "Pro Forma Statements") have been prepared in compliance with the requirements of SEC Regulation S-X using accounting policies in accordance with U.S. GAAP. The unaudited pro forma condensed combined financial information is based on the Company's historical consolidated financial statements and Faiveley's historical consolidated financial statements as adjusted to give effect to the Company's acquisition of Faiveley and the Credit Arrangements. The Company's fiscal year end is December 31st. Faiveley's fiscal year end is March 31st. The Faiveley amounts included in the Pro Forma Statements have been prepared on the basis of mid-year financial data (period from April 1 to September 30, 2016), combined with financial data extracted from internal reporting from the first and fourth quarters of the 2016 calendar year.

Accounting policies used in the preparation of the Pro Forma Statements are consistent with those disclosed in the audited consolidated financial statements of the Company as of and for the year ended December 31, 2016. Faiveley prepares its consolidated financial statements in Euros and in accordance with IFRS. Faiveley's IFRS financial statements have been converted to U.S. Dollars and adjusted to conform to U.S. GAAP. Certain historical Faiveley financial statement caption amounts have been combined to conform to the Company's presentation.

The pro forma adjustments are based on preliminary estimates and currently available information and assumptions that management believes are reasonable. The notes to the Pro Forma Statements provide a discussion of how such adjustments were derived and presented in the Pro Forma Statements. Changes in facts and circumstances or discovery of new information may result in revised estimates. As a result, there may be material adjustments to the Pro Forma Statements. See note 5 to the Pro Forma Statements.

The Pro Forma Statements should be read in conjunction with the audited consolidated financial statements of the Company for the year ended December 31, 2016, the consolidated financial statements of Faiveley for the year ended March 31, 2016, each incorporated by reference herein. The note disclosure requirements of annual consolidated financial statements provide additional disclosures to that required for pro forma condensed combined financial information. The unaudited Pro Forma Statements give effect to the Acquisition as if it had occurred on January 1, 2016, for the purposes of the Pro Forma Statements. In the opinion of the Company's management, these Pro Forma Statements include all material adjustments to be in accordance with Regulation S-X, Article 11.

The Pro Forma Statements are presented for illustrative purposes only and may not be indicative of the results of operations that would have occurred if the events reflected therein had been in effect on the dates indicated or the results which may be obtained in the future. In preparing the Pro Forma Statements, no adjustments have been made to reflect the potential operating synergies and administrative cost savings that could result from the combination of the Company and Faiveley operations. Actual amounts recorded upon consummation of the proposed Acquisition will differ from the Pro Forma Statements, and the differences may be material.

Westinghouse Air Brake Technologies Corporation
Pro Forma Condensed Combined Statements of Income (Unaudited)
For the Twelve Months Ended December 31, 2016
In thousands, except per share data
(In U.S. dollars unless otherwise indicated)

	Wabtec Historical	Faiveley Historical (IFRS)(EURO)(1)	Faiveley GAAP Adjustments (EURO)(1)(3) Note (5a)	Disposal of FT Entities (EURO)(1)(4) Note (5h)	Faiveley Pro Forma (EURO)(1)	Faiveley Pro Forma(1)(2)	Pro Forma Adjustments(5)	Notes	Pro Forma Combined Wabtec/FT
Net sales	$ 2,931,188	€ 985,986	€ 790	€ (48,949)	€ 937,827	$ 1,040,988	$ —		$ 3,972,176
Cost of sales	(2,006,949)	(723,806)	(4,146)	39,114	(688,838)	(764,610)	(1,669)	5(b)	(2,773,228)
Gross profit	924,239	262,180	(3,356)	(9,835)	248,989	276,378	(1,669)		1,198,948
Selling, general and administrative expenses	(371,805)	(136,895)	—	3,747	(133,148)	(147,794)	31,792	5(j)	(487,807)
Engineering expenses	(71,375)	(15,544)	(2,973)	1,500	(17,017)	(18,889)	—		(90,264)
Amortization expense	(22,698)	(4,059)	—	—	(4,059)	(4,505)	(7,341)	5(c)	(34,544)
Total operating expenses	(465,878)	(156,498)	(2,973)	5,247	(154,224)	(171,188)	24,451		(612,615)
Income from operations	458,361	105,682	(6,329)	(4,588)	94,765	105,190	22,782		586,333
Interest expense, net	(42,561)	(5,214)	—	43	(5,171)	(5,740)	(23,663)	5(d),5(e)	(71,964)
Other (expense) income, net	(2,963)	(90,656)	—	57,065	(33,591)	(37,286)	27,117	5(d)	(13,132)
Income from operations before income taxes	412,837	9,812	(6,329)	52,520	56,003	62,164	26,236		501,237
Income tax expense	(99,433)	11,016	2,493	410	13,919	15,450	(37,911)	5(f)	(121,894)
Net income	313,404	20,828	(3,836)	52,930	69,922	77,614	(11,675)		379,343
Less: Net income attributable to noncontrolling interest	(8,517)	—	—	—	—	—	8,517		—
Net income attributable to Group shareholders	$ 304,887	€ 20,828	€ (3,836)	€ 52,930	€ 69,922	$ 77,614	$ (3,158)		$ 379,343
Earnings Per Common Share									
Basic									
Net income attributable to Group shareholders	$ 3.37								$ 3.90
Diluted									
Net income attributable to Group shareholders	$ 3.34								$ 3.87
Weighted average shares outstanding									
Basic	90,359						6,599	5(g)	96,958
Diluted	91,141						6,599	5(g)	97,740

(1) Represents historical Faiveley's income statement for the twelve months ended December 31, 2016, following Wabtec's income statement presentation.

(2) Faiveley financial information was prepared in Euro and converted to U.S. Dollars using the rate of 1.11 U.S. Dollars to Euro for the purpose of the Pro Forma Combined Statements of Income for the twelve-months ended December 31, 2016.

(3) Represents the adjustments to convert historical Faiveley's financial information prepared under IFRS to US GAAP as applied by Wabtec.

(4) Represents the contribution of FTG and the Amsted Rail JV to Faiveley's historical financial information as the EU clearance for the Acquisition is conditional upon the commitment to sell FTG and the U.S. Department of Justice requires the disposal of the Amsted Rail JV and control valve related assets.

(5) Represents the adjustments relating to the Preliminary purchase price allocation and the financing transactions.

Westinghouse Air Brake Technologies Corporation
Notes to the Pro Forma Statements (Unaudited)
(Expressed in U.S. Dollars, unless otherwise indicated)

1. Description of the transaction

On October 6, 2015, Westinghouse Air Brake Technologies Corporation (the "Company" or "Wabtec") announced that it entered into a definitive share purchase agreement to acquire from Financière Faiveley S.A., Famille Faiveley Participations, François Faiveley and Erwan Faiveley (collectively, the "Sellers") approximately 51% of Faiveley Transport. The Company also entered into a definitive tender offer agreement with Faiveley Transport on October 6, 2015. On October 24, 2016, the Company entered into amendments to that definitive share purchase agreement (as so amended, the "Share Purchase Agreement") and that tender offer agreement (as so amended, the "Tender Offer Agreement" and, together with the Share Purchase Agreement, the "Transaction Agreements"). The share purchases contemplated by the Share Purchase Agreement is referred to below collectively as the "Faiveley Family Share Purchase," the tender offer contemplated by the Tender Offer Agreement is referred to below as the "Tender Offer," and the transactions contemplated by the Transaction Agreements are referred to below collectively as the "Acquisition."

Under the Share Purchase Agreement, the Company agreed to purchase approximately 51% of Faiveley Transport's ordinary shares from members of the Faiveley family for €100 per ordinary share, payable between 25% and 45% in cash with the remainder in the Company's common stock. On November 30, 2016, the Company completed the Faiveley Family Share Purchase, purchasing 7,475,537 ordinary shares of Faiveley Transport owned in the aggregate by the Sellers, representing a total of approximately 51% of the outstanding share capital of Faiveley Transport, pursuant to the Share Purchase Agreement, with approximately 25% of the consideration, or approximately $212 million, paid in cash, and the remaining consideration consisting of approximately 6.3 million shares of the Company's common stock.

Pursuant to the terms of the Tender Offer Agreement, after the completion of the Faiveley Family Share Purchase, the Company filed with the Autorité des Marchés Financiers (the "AMF") in France a mandatory tender to purchase all of the remaining ordinary shares of Faiveley Transport not purchased in the Faiveley Family Share Purchase. On December 22, 2016, the AMF issued a clearance decision on the tender offer information memorandum relating to the Tender Offer. The Tender Offer was open from December 27, 2016 through January 30, 2017. On February 3, 2017, the Company announced the closing of the Tender Offer. In the Tender Offer, the Company acquired a total of 4,065,860 Faiveley Transport ordinary shares, including 3,816,195 ordinary shares pursuant to the cash offer for €100 per ordinary share and 249,665 ordinary shares pursuant to the exchange offer for 15 shares of the Company's common stock for every 13 ordinary shares of Faiveley Transport, or an aggregate of 288,075 shares of the Company's common stock.

Taking into account the ordinary shares that the Company already held after the Faiveley Family Share Purchase, the Company therefore held approximately 78.2% of the share capital and approximately 76.3% of the voting rights of Faiveley Transport following the initial Tender Offer. In accordance with the applicable regulation in France, the Tender Offer reopened from February 14, 2017 to March 6, 2017. In the subsequent Tender Offer, the Company acquired an additional 2,856,110 ordinary shares of Faiveley Transport. Immediately following the completion of the subsequent Tender Offer, the Company held approximately 98.5% of the share capital and approximately 97.7% of the voting rights of Faiveley Transport. On March 21, 2017, the Company announced that it completed the acquisition of the remaining ordinary shares of Faiveley Transport by implementing a mandatory squeeze-out procedure at the price of €100 for each outstanding Faiveley Transport ordinary share. As a result, Faiveley Transport's ordinary shares were delisted from Euronext Paris, and Faiveley Transport became a wholly owned subsidiary of the Company.

The total purchase price for the Acquisition was approximately $1.7 billion, including assumed debt and net of cash acquired. The Company funded the cash portion of the consideration paid in the Acquisition through (i) cash on hand of approximately $340 million (including approximately $210 million which had been placed in escrow), (ii) additional borrowings under the Company's $1.2 billion amended revolving credit facility, (iii) net proceeds from a $750 million senior note offering which closed on November 3, 2016, and (iv) proceeds from a term loan of $400 million (items (ii)-(iv) are hereinafter the "Credit Arrangements"). Wabtec also issued common stock valued at approximately $535 million.

2. Basis of presentation

The Acquisition has been accounted for as a business combination using the acquisition method in accordance with Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 805, Business Combinations. As the acquirer for accounting purposes, Wabtec has estimated the fair value of Faiveley's assets acquired and liabilities assumed and conformed the accounting policies of Faiveley to its own accounting policies.

The pro forma purchase price allocation is subject to change based on the finalization of purchase price adjustments and completion of management's assessment of the fair values of the assets and liabilities acquired. Due to the timing of the announcement of the Acquisition, Wabtec has not completed the final valuation necessary to determine the acquisition date fair market value of Faiveley's net assets. As more information becomes available, Wabtec will complete a more detailed review of the preliminary allocation of the purchase price to reflect the acquisition date fair value of those assets and liabilities. As a result of that review, more information could become available that, when analyzed, could have a material impact on the Pro Forma Statements.

Estimated transaction costs of approximately $59 million have not been reflected in the pro forma consolidated statements of income on the basis that these expenses are directly incremental to the Acquisition but are nonrecurring in nature.

3. Preliminary purchase price allocation

The Acquisition has been accounted for as a business combination in accordance with Financial Accounting Standards Board ASC 805, Business Combinations. Under the acquisition method of accounting, Wabtec allocated purchase price to the tangible and intangible net assets acquired based on the preliminary estimated fair values as of the assumed date of the Acquisition.

Wabtec has performed a preliminary valuation analysis of the fair market value of Faiveley's assets and liabilities. The following table summarizes the allocation of the preliminary purchase price as of the acquisition date (in thousands):

Cash and cash equivalents	$ 178,318
Accounts receivable	444,918
Inventories	206,516
Other current assets	66,152
Property, plant and equipment	161,663
Goodwill	1,232,143
Trade names	333,823
Customer relationships	255,354
Other noncurrent assets	159,927
Total assets acquired	3,038,814
Current liabilities	(774,751)
Debt	(409,899)
Other noncurrent liabilities	(347,349)
Total liabilities assumed	(1,531,999)
Net assets acquired	$ 1,506,815

This preliminary purchase price allocation has been used to prepare pro forma adjustments in the Pro Forma Statements. The final purchase price allocation will be determined when Wabtec has completed the detailed valuations and necessary calculations. The final allocation could differ materially from the preliminary allocation used in the pro forma adjustments. The final allocation may include (1) changes in fair values of property, plant and equipment, (2) changes in allocations to intangible assets such as trade names and customer relationships as well as goodwill and (3) other changes to assets and liabilities.

4. Financing transactions

The total purchase price for the Acquisition was approximately $1.7 billion, including assumed debt and net of cash acquired. The Company funded the cash portion of the consideration paid in the Acquisition through the Credit Arrangements. Wabtec also issued common stock valued at approximately $535 million.

As of March 31, 2017, Wabtec refinanced all of the Faiveley long-term debt except for $42 million of Schuldschein private placement debt. Pro forma cash balance and retained earnings have been adjusted for the estimated transaction costs not reflected in the pro forma consolidated statements of income on the basis that these expenses are directly incremental to the Acquisition but are non-recurring in nature.

5. Pro forma adjustments

The pro forma adjustments are based on our preliminary estimates and assumptions that are subject to change. The following adjustments have been reflected in the Pro Forma Statements:

a. Reflects adjustments to Faiveley's historical IFRS financial statements for differences compared to U.S. GAAP in the accounting for recognition of revenue under long-term contracts and for the accounting related to research and development expenditures which are labeled Engineering expenses in the pro forma condensed combined statements of Income.

b. Reflects the changes in the estimated depreciation expense due to the adjustment to increase the basis in the acquired property, plant and equipment to estimated fair value. The estimated useful lives range from four to thirty years. The fair value and useful life calculations are preliminary and subject to change after Wabtec finalizes its review of the specific types, nature, age, condition and location of Faiveley's property, plant and equipment. The following table summarizes the changes in the estimated depreciation expense (in thousands):

	Year Ended December 31, 2016
Estimated depreciation expense	$ 15,119
Historical depreciation expense	(13,450)
Pro forma adjustments to depreciation expense	$ 1,669

c. Reflects the adjustment of historical intangible assets acquired by Wabtec to their estimated fair values. As part of the preliminary valuation analysis, Wabtec identified intangible assets, including trade names, and customer relationships. The fair value of identifiable intangible assets is determined primarily using the "income approach," which requires a forecast of all of the expected future cash flows.

The following table summarizes the estimated fair values of Faiveley's identifiable intangible assets and their estimated useful lives, and their amortization on a linear basis (in thousands):

	Estimated Fair Value	Estimated Useful Life in Years	Amortization for Year Ended December 31, 2016
Trade Names	$333,823	indefinite	$ —
Customer Relationships	255,354	20	11,846
	$589,177		11,846
Historical amortization expense			(4,505)
Pro forma adjustments to amortization expense			$ 7,341

d. Reflects the elimination of certain incurred costs directly related to the Acquisition which will not have a recurring impact on operations.

e. Represents the net increase to interest expense resulting from interest on the new term debt to finance the acquisition of Faiveley and the amortization of related debt issuance costs, as follows (in thousands):

	Year Ended December 31, 2016
Elimination of interest expense and amortization of debt issuance costs - Faiveley debt	$ (14,517)
Interest expense on new debt	37,722
Amortization of new debt issuance costs	458
Pro forma adjustments to interest expense	$ 23,663

f. Increase in income taxes related to pro forma adjustments includes a $26.9 million adjustment related to a 2016 nonrecurring tax benefit from the purchase of Faiveley Transport.

g. Represents the issuance of 6,599,199 common shares to finance the acquisition.

h. As a result of the regulatory approval process, certain businesses of Faiveley are subject to divestiture and accordingly have been excluded from the Pro Forma Statements.