

P94000039470

CORPORATION(S) SYSTEM
CORPORATION(S) SYSTEM

(1) ~~AE Latinoamerica Inc. (Reinstatement)~~ (2) AE Latinoamerica Inc. into

Federal-Mogul Powertrain, Inc.

FILED
01 FEB 27 PM 4:13
TALLAHASSEE, FLORIDA

Merger

2/28/01

<input type="checkbox"/> Profit	<input type="checkbox"/> Amendment	<input checked="" type="checkbox"/> Merger
<input type="checkbox"/> Nonprofit		<i>Effective Date 2-28-01</i>
<input type="checkbox"/> Foreign	<input type="checkbox"/> Dissolution/Withdrawal	<input type="checkbox"/> Mark
	<input type="checkbox"/> Reinstatement	
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Annual Report	<input type="checkbox"/> Other
<input type="checkbox"/> LLC	<input type="checkbox"/> Name Registration	<input type="checkbox"/> Change of RA
	<input type="checkbox"/> Fictitious Name	<input type="checkbox"/> UCC
<input type="checkbox"/> Certified Copy	<input type="checkbox"/> Photocopies	<input type="checkbox"/> CUS
<input type="checkbox"/> Call When Ready	<input type="checkbox"/> Call If Problem	<input type="checkbox"/> After 4:30
<input checked="" type="checkbox"/> Walk In	<input type="checkbox"/> Will Wait	<input checked="" type="checkbox"/> Pick Up
<input type="checkbox"/> Mail Out		

Name *2/28/01*
Availability
Document
Examiner *AR*
Updater *AR*
Verifier
W.P. Verifier

2/27/01

File 2nd/MS

Today Please

Order#: 3681650

Ref#:

Amount: \$

RECEIVED
01 FEB 27 PM 2:16
TALLAHASSEE, FLORIDA

7000003783597--5
-02/27/01--01116--015
*****70.00 *****70.00

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

ARTICLES OF MERGER
Merger Sheet

MERGING:

AE LATINOAMERICA INC., a Florida corporation P94000039470
,

INTO

FEDERAL-MOGUL POWERTRAIN, INC., a Michigan corporation not qualified
in Florida.

File date: February 27, 2001, effective February 28, 2001

Corporate Specialist: Annette Ramsey

EFFECTIVE DATE
2008 01

FILED
01 FEB 27 PM 4:13
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER
MERGING
AE LATINOAMERICA INC.
INTO
FEDERAL-MOGUL POWERTRAIN, INC.**

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to Section 607.1105, F.S.

FIRST: The surviving parent corporation is Federal-Mogul Powertrain, Inc., a Michigan corporation.

SECOND: The merging subsidiary corporation is AE Latinoamerica Inc., a Florida corporation.

THIRD: Federal-Mogul Powertrain, Inc. owns all of the issued and outstanding shares of AE Latinoamerica Inc.

FOURTH: The Agreement and Plan of Merger, attached as Exhibit A, and made a part of these Articles of Merger, provides for the merger (the "Merger") of AE Latinoamerica Inc., a Florida corporation, with and into its parent, Federal-Mogul Powertrain, Inc., a Michigan corporation. The Agreement and Plan of Merger constitutes the "plan of merger" for purposes of Section 607.1104, F.S., of the Florida Business Corporation Act. The Board of Directors of each corporation which is a party to the Merger adopted the Agreement and Plan of Merger and recommended its approval to its shareholders.

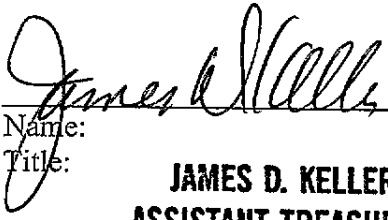
FIFTH: The Merger shall become effective on February 28, 2001, at 12:00 p.m., local time.

SIXTH: The Agreement and Plan of Merger was adopted by the written consent of the sole shareholder of Federal-Mogul Powertrain, Inc. on February 22, 2001.

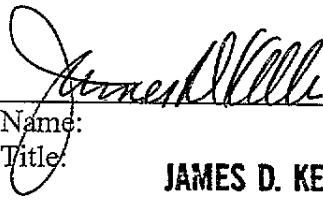
SEVENTH: The Agreement and Plan of Merger was adopted by the written consent of the sole shareholder of AE Latinoamerica Inc. on February 22, 2001.

IN WITNESS WHEREOF, Federal-Mogul Powertrain, Inc. has caused these Articles of Merger to be signed by a duly authorized officer as of this 23rd day of February, 2001.

FEDERAL-MOGUL POWERTRAIN,
INC.

By: 
Name:
Title: **JAMES D. KELLER**
ASSISTANT TREASURER

AE LATINOAMERICA INC.

By: 
Name:
Title: **JAMES D. KELLER**
ASSISTANT TREASURER

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made effective as of February 28, 2001 (this "Merger Agreement") by and between Federal-Mogul Powertrain, Inc., a Michigan corporation ("Parent") and AE Latinoamerica Inc., a Florida corporation ("Sub"). Parent and Sub are hereinafter sometimes jointly referred to as the "Constituent Corporations" or individually as a "Constituent Corporation".

WITNESSETH:

WHEREAS, Sub is a wholly-owned subsidiary of Parent;

WHEREAS, Parent is a Michigan corporation having authorized capital consisting of 50,100 shares of Common Stock, par value of \$1.00 per share (the "Parent Common Stock"), of which 50,000 shares are issued and outstanding and owned of record and beneficially by T&N Industries Inc., a Delaware corporation;

WHEREAS, Sub is a Florida corporation having authorized capital consisting of 1,000 shares of Common Stock, par value of \$1.00 per share (the "Sub Common Stock"), of which 100 shares are issued and outstanding and owned of record and beneficially by Parent; and

WHEREAS, the respective Boards of Directors and sole shareholders of Parent and Sub have approved this Merger Agreement and the merger of Sub with and into Parent (the "Merger").

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

THE MERGER

1.1 The Merger. Upon the terms and subject to the conditions hereof, and in accordance with Section 735 of the Michigan Business Corporation Act (the "MBCA") and Section 607.1107 of the Florida Business Corporation Act (the "FBCA"), Sub shall be merged with and into Parent at the Effective Time (as hereinafter defined). Following the Merger, the separate corporate existence of Sub shall cease, and Parent shall continue as the surviving corporation (the "Surviving Corporation") and shall succeed to and assume all the rights and obligations of Sub in accordance with the MBCA and the FBCA.

1.2 Effective Time. The parties hereto shall cause the Merger to be consummated by filing a Certificate of Merger with respect thereto with the Michigan Department of Consumer & Industry Services, Bureau of Commercial Services (the "MDCIS") pursuant to Section 707 the MBCA (the "Certificate of Merger") and Articles of Merger with respect thereto with the Florida Department of State pursuant to Section 607.1105 of the FBCA (the "Articles of Merger"). This

Merger Agreement shall become effective as of the date and time at which the Certificate of Merger is filed with the MDCIS and the Articles of Merger are filed with the Florida Department of State, unless a delayed effective time is specified therein (the "Effective Time").

1.3 Effects of the Merger. At the Effective Time, the Merger shall have the effects set forth in Section 724 of the MBCA and Section 607.1107 of the FBCA. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, except as otherwise provided herein, all of the property, rights, privileges, powers and franchises of the Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of Sub shall become the debts, liabilities and duties of the Surviving Corporation.

1.4 Articles of Incorporation and By-laws of the Surviving Corporation; Officers and Directors. (a) The Articles of Incorporation of Parent as in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Surviving Corporation until thereafter changed or amended as provided therein or by applicable law.

(b) The By-laws of Parent as in effect immediately prior to the Effective Time shall be the By-laws of the Surviving Corporation until thereafter changed or amended as provided therein or by the Articles of Incorporation of the Surviving Corporation or by applicable law.

(c) The directors and the officers of Parent immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation until their successors are duly elected or appointed and qualified, or until their earlier resignation, removal or replacement.

1.5 Effect on Stock. As of the Effective Time, by virtue of the Merger and without any action on the part of any shareholder of either of the Constituent Corporations:

(a) All shares of Sub Common Stock, whether issued and outstanding immediately prior to the Effective Time or held in the treasury of Sub, shall be canceled and no consideration shall be delivered in exchange therefor.

(b) Each share of Parent Common Stock issued and outstanding immediately prior to the Effective Time shall continue to exist as a valid share of common stock, par value of \$1.00 per share, of the Surviving Corporation with the identical designations, preferences, limitations and relative rights as in effect prior to the Effective Time.

1.6 Closing of Sub Transfer Books. At the Effective Time, the stock transfer books of Sub shall be closed and no transfer of shares of Sub Stock shall thereafter be made.

1.7 Further Assurances. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments or assurances or any other acts or things are necessary, desirable or proper (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, its right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of Sub, or (b) otherwise to carry out the purposes of this Merger Agreement, the Surviving Corporation and its proper officers and directors or their designees shall be authorized to execute and deliver, in the name and on behalf of Sub all such deeds, bills of sale, assignments and assurances and do, in the name and on behalf

of Sub, all such other acts and things necessary, desirable or proper to vest, perfect or confirm its right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of Sub and otherwise to carry out the purposes of this Merger Agreement.

ARTICLE II

TERMINATION AND AMENDMENT

2.1 Termination. Notwithstanding the approval of this Merger Agreement by the respective Boards of Directors of Parent and Sub, and its adoption by the respective sole shareholders of Parent and Sub, this Merger Agreement may be terminated and the Merger abandoned prior to the Effective Time by the mutual consent of the Boards of Directors of Parent and Sub. In the event of the termination and abandonment of this Merger Agreement pursuant to the preceding sentence, this Merger Agreement shall become void and shall have no effect.

2.2 Amendment. Subject to the applicable provisions of the MBCA and the FBCA, at any time prior to the Effective Time, the parties hereto may amend, modify or supplement this Merger Agreement in such manner as they jointly may determine.

ARTICLE III

GENERAL

3.1 Partial Invalidity. Wherever possible, each provision of this Merger Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Merger Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Merger Agreement.

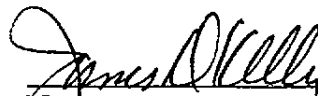
3.2 Execution in Counterparts; Interpretation. This Merger Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The headings of the several articles and sections herein are for reference purposes only and shall not be a part of or affect in any way the meaning or interpretation of this Merger Agreement.

3.3 Governing Law. Except to the extent that the MBCA and the FBCA shall govern the Merger, this Merger Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the undersigned have caused this Merger Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

**FEDERAL-MOGUL POWERTRAIN,
INC.**

By:



Name:

Title:

JAMES D. KELLER
ASSISTANT TREASURER

AE LATINOAMERICA INC.

By:



Name:

Title:

JAMES D. KELLER
ASSISTANT TREASURER