

**AMENDED AND RESTATED CERTIFICATE OF INCORPORATION  
OF  
ANH REFRACTORIES COMPANY**

**ARTICLE I**

The name of the Corporation is ANH Refractories Company.

**ARTICLE II**

The registered office of the Corporation in the State of Delaware is located at 615 South DuPont Highway, in the City of Dover, County of Kent. The name of the Corporation's registered agent in the State of Delaware at such address is National Corporate Research, Inc.

**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, including, without limiting the generality of the foregoing, the manufacture and sale of refractory products.

**ARTICLE IV**

The total number of shares of stock which the Corporation shall have authority to issue is 3,000 shares of Common Stock, with a par value of \$0.01 per share. The Corporation shall not issue stock without voting rights.

**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 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 Directors.

**ARTICLE VII**

**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 By-Law 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, By-Law or other provision becoming effective.

### **ARTICLE VIII**

#### **Indemnification of, and Advancement of Expenses to, Directors, Officers and Others.**

1. **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 Article. As used in this Article, "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 Article; "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 this Article against expenses incurred in connection with an Indemnitee Action if (i) the Indemnitee Action is instituted under Paragraph 3 of this Article 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.

2 . **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 Indemnitor Action under Paragraph 3 of this Article paid in advance by the Corporation prior to final disposition of the Action or Indemnitor Action, provided that the Corporation receives 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.

3 . **Right of Indemnitor to Bring Action.** If a written claim for indemnification under Paragraph 1 of this Article or for advancement of expenses under Paragraph 2 of this Article 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 Indemnitor 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 Indemnitor Action. The only defense to an Indemnitor Action to recover on a claim for indemnification under Paragraph 1 of this Article 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 Indemnitor 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 Indemnitor Action or create a presumption that the conduct of the indemnitee was such that indemnification is prohibited by Delaware law. The only defense to an Indemnitor Action to recover on a claim for advancement of expenses under Paragraph 2 of this Article shall be failure by the indemnitee to provide the undertaking required by Paragraph 2 of this Article.

4 . **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 Article. 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 this Article.

5 . **Non-Exclusivity; Nature and Extent of Rights.** The rights to indemnification and advancement of expenses provided for in this Article 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 By-Laws 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 Article is in effect (and each such indemnitee shall be deemed to be serving in reliance on the provisions of this Article), (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

Article and inure to the benefit of the heirs and legal representatives of each indemnitee and (iv) be applicable to Actions commenced after this Article becomes effective, whether arising from acts or omissions occurring before or after this Article becomes effective. Any amendment or repeal of this Article or adoption of any By-Law 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 Article shall operate prospectively only and shall not affect any action taken, or any failure to act, by an indemnitee prior to such amendment, repeal, By-Law or other provision becoming effective.

6. **Partial Indemnity.** If an indemnitee is entitled under any provision of this Article to indemnification by the Corporation for some or a portion of the expenses or liability incurred by the indemnitee in the preparation, investigation, defense, appeal or settlement of any Action or Indemnitor 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 IX**

### **Corporate Restrictions Related to Reorganization.**

The Corporation has reorganized under the provisions of Chapter 11 of Title 11 of the United States Code pursuant to (i) that certain confirmed and effective Plan of Reorganization of North American Refractories Company filed in the United States Bankruptcy Court for the Western District of Pennsylvania as *In re: North American Refractories Company, et al.* at Case Nos. 02-20198, 02-20199, 02-20200 and 02-20979 (Jointly Administered at Case No. 02-20198)(the “NARCO Plan”), (ii) that certain confirmed and effective Plan of Reorganization of Global Industrial Technologies, Inc., et al. filed in the United States Bankruptcy Court for the Western District of Pennsylvania as *In re: Global Industrial Technologies, Inc., et al.* at Case Nos. 02-21626 through 02-21642, 02-21649 through 02-21654, 02-21980, 02-23042 and 02-23043 (Jointly Administered at Case No. 02-21626)(the “GIT Plan”), and (iii) the disclosure statement, trust agreements, and other filed documents related to the NARCO Plan and the GIT Plan (the “Plan Documents”). Pursuant to the NARCO Plan, Honeywell International Inc. (“Honeywell”) has a vested interest in the reorganization of the Corporation. Under the NARCO Plan and the GIT Plan, shares of the capital stock of the Corporation will be issued to the NARCO Asbestos Trust, which shall be managed by the Trustees of the NARCO Asbestos Trust (the “NARCO Trustees”), and to the APG Asbestos Trust, which shall be managed by the Trustees of the APG Asbestos Trust (the “APG Trustees”). Capitalized terms not otherwise defined in this Article IX shall have the meanings ascribed thereto in the Plan Documents.

The Corporation shall be subject to the following corporate restrictions:

1. **Annual Dividend of the Corporation.** Except as otherwise prohibited by law, the Corporation shall pay an annual dividend to the holders of its capital stock on or about April 30 of each year during the period that (i) the NARCO Trust or the APG Trust owns equity in the Corporation or (ii) is within the five-year period following the effective date of the NARCO Plan (the “Effective Date”), whichever is earlier. Except as otherwise prohibited by law, the minimum annual dividend shall be five percent (5%) of the Corporation’s Free Cash

Flow for the preceding fiscal year. Free Cash Flow shall mean, for any fiscal year, the excess (if any), of the Corporation's earnings before interest, taxes, depreciation and amortization for such fiscal year minus the sum of, without duplication, (a) interest expense and financing fees paid during such fiscal year; (b) taxes paid in cash during such fiscal year or by March 31 of the immediately succeeding fiscal year; (c) capital expenditures; (d) scheduled repayments of the principal amount of indebtedness, to the extent actually paid during such fiscal year; (e) contributions to pension plans actually made in cash during such fiscal year in excess of amounts deducted in determining net income; (f) payments made related to post employment benefit plans actually made in cash during such fiscal year in excess of amounts deducted in determining net income; and (g) payments in respect of capitalized lease liabilities.

2. **Restructuring of the Corporation.** The Corporation shall engage in Restructuring Transactions following the Effective Date only to the extent approved by its Board of Directors, and with the consent of the NARCO Trustees and Honeywell. For purposes of this Article IX, Section 2, Restructuring Transactions shall mean mergers, combinations, divisions, liquidations, dissolutions, sales of stock, sales of assets or other transfers of assets and liabilities involving the Corporation or the direct and indirect subsidiaries of the Corporation with the objectives of (i) reducing the number of direct or indirect subsidiary corporations or partnerships owned or controlled by the Corporation or (ii) restructuring the corporate ownership of direct or indirect subsidiary corporations or partnerships owned or controlled by the Corporation into related groups of corporations and/or partnerships.

3. **Capital Expenditures by the Corporation.** The Corporation shall obtain the approval of its Board of Directors, and the consent of the NARCO Trustees and Honeywell during the period that the NARCO Trust holds in excess of 50 % of the outstanding shares of capital stock of the Corporation, before undertaking capital expenditures in any given fiscal year in excess of \$12.5 million.

4. **Officers of the Corporation.** The officers of the Corporation shall be selected and appointed by the Board of Directors of the Corporation following the Effective Date, with the consent of the NARCO Trustees and Honeywell required to such appointments during the period that the NARCO Trust holds in excess of 50 % of the outstanding shares of capital stock of the Corporation.

5. **Sale of Capital Stock of the Corporation.** There shall be no limitation on the timing or terms of the sale by the NARCO Trust of its shares of capital stock of the Corporation, and the NARCO Trustees on their own initiative may take actions on behalf of the NARCO Trust to sell such stock. In addition, such NARCO Trustees, at Honeywell's written direction, shall take all requisite actions permitted by the Delaware General Corporation Law, as amended, on behalf of the NARCO Trust to sell such stock on terms specified in writing by Honeywell to the NARCO Trustees.