

**ARTICLES OF MERGER
OF DOMESTIC CORPORATIONS
INTO**

FILED
JAN 24 06 PM '98
SECRETARY OF STATE
STATE OF IDAHO

LYNN RESEARCH AND TECHNOLOGY, INC.

Pursuant to the provisions of Section 30-1-1105 of the Idaho Business Corporation Act, the undersigned corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations:

FIRST: The Plan and Agreement of Merger (the "Plan") attached hereto as Exhibit "A" and, by this reference, incorporated herein as if set forth in full, was approved by the unanimous consent of the shareholders of each of the undersigned corporations in the manner prescribed by the Idaho Business Corporation Act.

SECOND: As to each of the undersigned corporations, the number of shares outstanding, and the designation and number of outstanding shares of each class entitled to vote as a class on the Plan, are as follows:

Name of Corporation	No. of Shares Outstanding	ENTITLED TO VOTE AS A CLASS
		Class Designation No. of Shares
Lynn Industrial Coatings, Inc.	1,000	N/A
Lynn Research and Technology, Inc.	100	N/A

THIRD: As to each of the undersigned corporations, the total number of shares voted for and against the Plan, respectively, and, as to each class entitled to vote thereon

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as a class, the number of shares of such class voted for and against the Plan, respectively, are as follows:

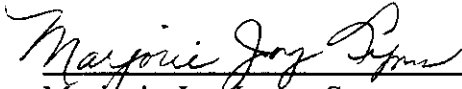
Name of Corporation	NUMBER OF SHARES				
	Total Voted For	Total Voted Against	Entitled to Vote as a Class		
			Class	Voted For	Voted Against
Lynn Industrial Coatings, Inc.	1,000	0	N/A	N/A	N/A
Lynn Research and Technology, Inc.	100	0	N/A	N/A	N/A

DATED December 30, 1997.

Lynn Research and Technology, Inc., an Idaho corporation

By 
 David Mark Lynn, President

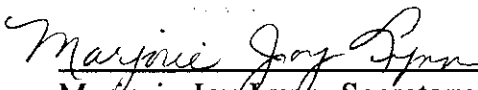
ATTEST:


 Marjorie Joy Lynn, Secretary

Lynn Industrial Coatings, Inc., an Idaho corporation

By 
 David Mark Lynn, President

ATTEST:


 Marjorie Joy Lynn, Secretary

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PLAN AND AGREEMENT OF MERGER

Between

Lynn Research and Technology, Inc.
and
Lynn Industrial Coatings, Inc.

PLAN AND AGREEMENT OF MERGER, dated December 30, 1997, between Lynn Research and Technology, Inc., an Idaho corporation (hereinafter referred to as "Technology" and sometimes referred to as the "Surviving Corporation"), and Lynn Industrial Coatings, Inc., an Idaho corporation (hereinafter referred to as the "Merging Corporation"), which two corporations are hereinafter sometimes referred to as the "Constituent Corporations."

SECTION I. RECITALS

1.1 Technology is validly organized, existing and in good standing under the laws of the State of Idaho.

1.2 The Merging Corporation is validly organized, existing and in good standing under the laws of the State of Idaho.

1.3 Technology has an authorized capital of 10,000 shares of Common Stock with a par value of \$1.00 each, of which on the 30th day of December, 1997, 100 shares were issued and outstanding.

1.4 The Merging Corporation has an authorized capital of 25,000 shares of Common Stock with a par value of \$1.00 each, of which on the date of execution of this Agreement 1,000 shares were issued and outstanding.

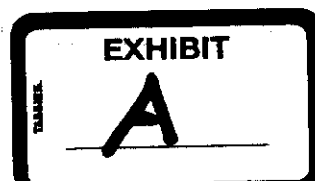
1.5 The Boards of Directors of the Constituent Corporations deem it advisable and in the best interests of their respective corporations and stockholders that the Merging Corporation merge with and into Technology in accordance with the provisions of the applicable statute of the State of Idaho, and have entered into this Agreement of Merger in connection with the merger.

1.6 This merger shall be effective January 1, 1998.

SECTION II. AGREEMENT OF MERGER

2.1 NOW, THEREFORE, the Constituent Corporations agree, each with the other, to merge into a single corporation which shall be Lynn Research and Technology, Inc., the Surviving Corporation, pursuant to the laws of the State of Idaho, and agree upon and prescribe the terms and conditions of the statutory merger, the mode of carrying it into effect and the manner and basis of converting the shares of the Merging Corporation into shares of the Surviving Corporation, as herein set forth:

On the effective date of the merger, the Merging Corporation shall be merged with and into Technology and the separate existence of the Merging Corporation shall cease; the Constituent Corporations shall become a single corporation named "Lynn Research and Technology, Inc.," and Idaho corporation, which shall be the Surviving Corporation.



SECTION III. ARTICLES OF INCORPORATION OF SURVIVING CORPORATION

3.1 The Articles of Incorporation of Technology which are set forth in Exhibit "A" to this Agreement, shall continue to be the Articles of Incorporation of the Surviving Corporation until further amended in accordance with the Idaho Business Corporation Act, I.C. § 30-1-101 *et seq.* (hereinafter the "Act").

SECTION IV. BY-LAWS OF SURVIVING CORPORATION

4.1 The By-Laws of Technology in effect immediately prior to the effective date of the merger shall continue to be the By-Laws of the Surviving Corporation, until altered or repealed in the manner provided by law and such By-Laws.

SECTION V. DIRECTORS AND OFFICERS OF SURVIVING CORPORATION

5.1 The Directors and Officers of Technology immediately prior to the effective date of the merger shall continue to be the Directors of the Surviving Corporation, to hold office for the terms specified in the By-Laws of the Surviving Corporation and until their respective successors are duly elected and qualified.

SECTION VI. MANNER AND BASIS OF CONVERSION OF SHARES

6.1 The treatment of shares of Technology, the manner of converting the shares of the Merging Corporation into shares of common stock of the Surviving Corporation, and the treatment of outstanding options to purchase shares of the Merging Corporation, if any, shall be as follows:

a. Each share of common stock of Technology which is issued and outstanding or in its treasury immediately prior to the effective date of the merger shall not be affected, converted, or exchanged as a result of the merger, and shall continue to be one fully paid and nonassessable share of the Surviving Corporation's common stock with a par value of \$1.00 each.

b. Each share of the Merging Corporation's common stock which is issued and outstanding immediately prior to the effective date of the merger, shall by virtue of the merger be converted into and become, without action on the part of the holder of such common stock, one fully paid and nonassessable share of common stock of the Surviving Corporation; provided, however, that no fractional shares shall be issued, but, in lieu thereof, arrangements will be made to issue to an Agent for the holders otherwise entitled to a fractional share interest, a certificate or certificates for the number of whole shares representing the aggregate of such fractional share interests, if necessary, rounded off to the next highest whole share. The Agent will sell such whole shares and distribute the proceeds of sale to the stockholders entitled thereto in proportion to their fractional share interests. Each outstanding certificate for common stock of the Merging Corporation shall thereupon be deemed for all purposes to evidence ownership of the number of full shares of common stock of the Surviving Corporation into which the same shall have been converted at the rate set forth above; provided, however, that until the holder of such certificate shall have surrendered the same for exchange as set forth hereinafter, no dividend payable to holders of record of common stock of the Surviving Corporation as of any date subsequent to the effective date of the merger and no payment, if any, in lieu of fractional shares shall be paid to such holder with respect to the common stock of the Surviving Corporation represented by such certificate. However, upon surrender and exchange of such certificate as herein provided, there shall be paid to the record holder of the certificate or certificates of common stock of the Surviving Corporation issued in exchange therefor an amount with respect to such share(s) of common stock

equal to all dividends, without any interest thereon, which shall have been paid or become payable to holders of record of common stock of the Surviving Corporation between the effective date of the merger and the date of such exchange and payment, if any, to which he may be entitled in respect of a fractional share interest, also without interest.

c. As soon as practicable after the effective date of the merger, each holder of outstanding certificates for common stock theretofore issued by the Merging Corporation (except for those certificates representing shares in respect of which the holders shall be pursuing their remedy as dissenting shareholders in accordance with the laws of the State of Idaho and except for those certificates, if any, representing shares held by the Surviving Corporation on the effective date of the merger shall be entitled, upon surrender of the same by such holder for cancellation, as directed by the Surviving Corporation, to receive new certificates for the number of shares of common stock of the Surviving Corporation to which he is entitled.

d. On the effective date of the merger, any shares of common stock of the Merging Corporation which are then held in its treasury, in the treasury of any subsidiary, or by Technology, shall be canceled and retired without further action, and no shares of common stock of the Surviving Corporation shall be issued in respect thereof.

e. The Surviving Corporation agrees that it will promptly pay to the dissenting shareholders, if any, of the Merging Corporation, the amount, if any, to which they shall be entitled under the provisions of the Act with respect to the rights of dissenting shareholders.

SECTION VII. EFFECT OF MERGER

7.1 On the effective date of the merger, the Surviving Corporation shall possess all the rights, privileges, powers, and franchises of a public as well as a private nature of each of the Constituent Corporations, and shall become subject to all the restrictions, disabilities and duties or each of the Constituent Corporations and all of the singular rights, privileges, powers and franchises of each of the Constituent Corporations. All property, real, personal and mixed, and debts due to each of the Constituent Corporations on whatever account, including stock subscriptions as well as all other things in action or belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation; and all property, assets, rights, privileges, powers, franchises and immunities, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations, and the title to any real estate vested by deed or otherwise, in either of the Constituent Corporations, shall not revert or be in any way impaired by reason of the merger; provided, however, that all of the creditors and liens upon the property of either of the Constituent Corporations shall be preserved and unimpaired, and all debts, liabilities, obligations and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it.

If at any time after the merger becomes effective it shall appear to the Surviving Corporation that any further assignments or assurances are necessary or desirable to evidence the vesting in the Surviving Corporation of the title to any of the property or rights of the Merging Corporation, those persons who were proper officers and directors of the Merging Corporation as of the effective date of the merger shall execute, acknowledge and deliver such assignments or other instruments and do such acts as may be necessary or appropriate to evidence the vesting of title to such property or rights in the Surviving Corporation. For such purposes the capacity and authority of the Merging Corporation and its officers shall be deemed to be continuing.

SECTION VIII. ACCOUNTING AND STATED CAPITAL

8.1 When the merger becomes effective, subject to such changes, adjustments or eliminations as may be made in accordance with generally accepted accounting principles the assets and liabilities of the Constituent Corporations shall be recorded in the accounting records of the Surviving Corporation at the amounts at which they shall be carried at that time in the accounting records of the Constituent Corporations.

SECTION IX. ABANDONMENT

9.1 Anything herein or elsewhere to the contrary notwithstanding, this Plan and Agreement of Merger may be abandoned by action of the Board of Directors of either Technology or the Merging Corporation at any time prior to the effective date of the merger, whether before or after submission to their respective stockholders, upon the happening of the following events:

a. If the merger fails to obtain the requisite vote of stockholders of Technology or of stockholders of the Merging Corporation not later than December 31, 1997; or

b. If, in the judgment of the Board of Directors of Technology or of the Merging Corporation, the merger would be impracticable because of the number of stockholders of either thereof who assert their right to have their stock appraised and to receive payment therefor as provided in the Act.

SECTION X. REPRESENTATIONS AND WARRANTIES

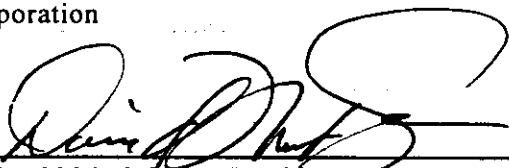
10.1 Technology and the Merging Corporation each represents and warrants to the other that between ~~the~~ date hereof and the time when the merger becomes effective they will not enter into any employment contracts, grant any stock options or issue any stock or securities, except upon the exercise of presently-outstanding restricted stock options, or to declare or pay any dividends in stock or cash or make any other distribution on or with respect to their outstanding stock.

SECTION XI. EFFECTIVE DATE

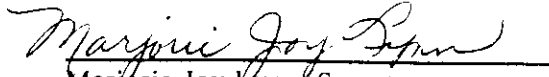
11.1 The effective date of the merger provided for by this Agreement shall be the date on which the last act prior to recording required to complete the merger under the laws of the State of Idaho is performed.

IN WITNESS WHEREOF, the undersigned officers have signed their names hereto and have caused their respective corporate seals of the Constituent Corporations to be affixed hereto the 30th day of December, 1997.

Lynn Research and Technology, Inc., an Idaho corporation

By 
David Mark Lynn, President

ATTEST:




Marjorie Joy Lynn, Secretary

Lynn Industrial Coatings, Inc., an Idaho
corporation

By 

David Mark Lynn, President

ATTEST:



Marjorie Joy Lynn, Secretary

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