

Filed at the Request of:
TriGeo Incorporated
TriGeo Network Security, Inc.
More Than Maps, Inc.
TriWeather Ware, Inc.
1620 C Northwest Blvd., #101
Coeur d'Alene, ID 83814

FILED/EFFECTIVE

JAN 7 2 28 PM '02

SECRET
STATE

Space for Secretary of State's Use

AFTER FILING MAIL TO:
Melanie G. Rubocki, Esq.
HOLLAND & HART LLP
101 S. Capitol Blvd., Suite 1400
Boise, Idaho 83702

ARTICLES OF MERGER
OF
TRI GEO NETWORK SECURITY, INC.,
MORE THAN MAPS, INC.
AND
TRI WEATHER WARE, INC.
WITH AND INTO
TRI GEO INCORPORATED

Pursuant to Section 30-1-1104 and 1105 of the Idaho Business Corporation Act, the undersigned adopt the following Articles of Merger for the purpose of merging TriGeo Network Security, Inc., More Than Maps, Inc., and TriWeather Ware, Inc., each an Idaho corporation and wholly-owned subsidiary of TriGeo Incorporated, an Idaho corporation ("TriGeo"), with and into TriGeo:

1. The Plan and Agreement of Merger (the "Plan") which is attached hereto as **Exhibit A** and by this reference incorporated herein, was approved by the Board of Directors of each of the undersigned entities in the manner prescribed by the Idaho Business Corporation Act. In accordance with Section 30-1-1104 of the Idaho Business Corporation Act, shareholder approval is not required. The Plan is on file at the place

IDAHO SECRETARY OF STATE
01/08/2002 05:00
CK: 731 CT: 2105 BH: 438660
1 @ 30.00 = 30.00 MERGER # 2
1 @ 20.00 = 20.00 EXPEDITE C # 3
C136908

of business of TriGeo, and a copy of the Plan will be furnished on request, and without cost, to any person holding an interest in either of the undersigned entities.

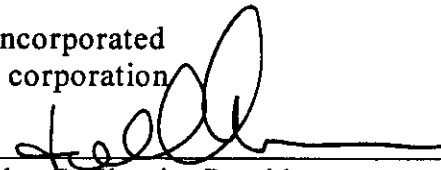
2. The merger of the undersigned entities shall be effective upon the filing of these Articles of Merger.

3. The name of the surviving entity is TriGeo Network Security, Inc.

Dated the 4th day of January 2002.

TriGeo Incorporated
an Idaho corporation

By: _____


John C. Shovic, President

ATTEST:


Barbara Ueckert, Secretary

TriGeo Network Security, Inc.
an Idaho corporation

By: _____


John C. Shovic, President

ATTEST:


Barbara Ueckert, Secretary

More Than Maps, Inc.
an Idaho corporation

By: _____


John C. Shovic, President

ATTEST:

Barbara Ueckert
Barbara Ueckert, Secretary

TriWeather Ware, Inc.
an Idaho corporation

By: Barbara Ueckert

Barbara Ueckert, President

ATTEST:

Barbara Ueckert
Barbara Ueckert, Secretary

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EXHIBIT A
AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER

OF

**TRIGEO NETWORK SECURITY, INC.,
an Idaho corporation,**

**MORE THAN MAPS, INC.,
an Idaho corporation**

AND

**TRIWEATHER WARE, INC.,
an Idaho corporation**

WITH AND INTO

**TRIGEO INCORPORATED,
an Idaho corporation**

Dated as of January 14, 2002

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER dated as of January ____, 2002 (the "Agreement") is made and entered into by and among TriGeo Incorporated, an Idaho corporation ("TriGeo") and TriGeo Network Security, Inc. ("TNS"), More Than Maps, Inc. ("MTM"), and TriWeather Ware, Inc. ("TWW"), each an Idaho corporation and wholly-owned subsidiary of TriGeo. TriGeo, TNS, MTM, and TWW are sometimes referred to herein as the "Constituent Corporations."

RECITALS

A. TNS is a corporation duly organized and existing under the laws of the state of Idaho and a wholly-owned subsidiary of TriGeo.

B. MTM is a corporation duly organized and existing under the laws of the state of Idaho and a wholly-owned subsidiary of TriGeo.

C. TWW is a corporation duly organized and existing under the laws of the state of Idaho and a wholly-owned subsidiary of TriGeo.

D. TriGeo is a corporation duly organized and existing under the laws of the state of Idaho and the parent of TNS, MTM, and TWW.

E. The parties have determined that it is advisable and in each of their best interests that TNS, MTM, and TWW be merged with and into TriGeo pursuant to Section 30-1-1104 of the Idaho Business Corporation Act (the "IBCA"), on the terms and conditions hereinafter set forth (the "Merger").

F. For federal income tax purposes, it is intended that the Merger and the transactions contemplated thereby qualify as a reorganization under the provisions of Section 368(a) of the United States Internal Revenue Code of 1986, as amended (the "Code").

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, TNS, MTM, TWW, and TriGeo hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

1. MERGER

1.1. **Merger.** Upon the terms and conditions of this Agreement and in accordance with the IBCA, at the Effective Time (defined below), TNS, MTM, and TWW shall be merged with and into TriGeo. Following the Merger, TriGeo shall continue as the surviving corporation (the "Surviving Corporation") and the separate corporate existence of TNS, MTM, and TWW shall cease.

1.2. **Filing Effectiveness.** Subject to the provisions of this Agreement, the Merger shall become effective (the "Effective Time") upon the filing of a properly executed Articles of Merger meeting the requirements of the IBCA with the Idaho Secretary of State.

1.3. **Effect of the Merger.** Upon the Effective Time, the separate existence of TNS, MTM, and TWW shall cease and TriGeo, the Surviving Corporation (i) shall continue to possess all of its assets (both tangible and intangible), rights, power and property as constituted immediately prior to the Effective Time, (ii) shall be subject to all actions previously taken by its and TNS', MTM's, and TWW's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets (both tangible and intangible), rights, power and property of TNS, MTM, and TWW, (iv) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Time, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of TNS, MTM, and TWW in the same manner as if the Surviving Corporation had itself incurred them, all as more fully provided under the applicable provisions of the IBCA.

2. NAME OF SURVIVING CORPORATION, CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1. **Name.** The name of the Surviving Corporation shall be "TriGeo Network Security, Inc."

2.2. **Articles of Incorporation.** The Amended and Restated Articles of Incorporation, as amended (the "Articles"), of TriGeo as in effect immediately prior to the Effective Time shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3. **Bylaws.** The Bylaws of TriGeo as in effect immediately prior to the Effective Time shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.4. **Directors and Officers.** The directors and officers of TriGeo immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or until as otherwise provided by law, the Articles or the Bylaws of the Surviving Corporation.

3. **MANNER OF CONVERSION OF TNS, MTM, TWW AND TRI GEO STOCK.** Upon the Effective Time, by virtue of the Merger and without any action by the Constituent Corporations or the holders of any shares of capital stock of the Constituent Corporations:

3.1. **TNS Stock.** All shares of TNS capital stock shall no longer be issued and outstanding and shall automatically be cancelled, retired, and cease to exist, and each holder of a certificate representing such shares shall cease to have any rights with respect thereto.

3.2. **MTM Stock.** All shares of MTM capital stock shall no longer be issued and outstanding and shall automatically be cancelled, retired, and cease to exist, and each holder of a certificate representing such shares shall cease to have any rights with respect thereto.

3.3. **TWW Stock.** All shares of TWW capital stock shall no longer be issued and outstanding and shall automatically be cancelled, retired, and cease to exist, and each holder of a certificate representing such shares shall cease to have any rights with respect thereto.

3.4. **TriGeo Stock.**

(a) Each share of TriGeo common stock issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive one share of validly issued, fully paid and nonassessable Surviving Corporation common stock. Each share of TriGeo Series A preferred stock issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive one share of validly issued, fully paid and nonassessable Surviving Corporation Series A preferred stock. Each share of TriGeo Series A-1 preferred stock issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive one share of validly issued, fully paid and nonassessable Surviving Corporation Series A-1 preferred stock.

(b) All such shares of TriGeo capital stock shall no longer be outstanding and shall automatically be cancelled, retired and cease to exist, and each holder of a certificate representing such shares shall cease to have any rights with respect thereto, except the right to receive shares of Surviving Corporation capital stock to be issued in consideration therefore upon the surrender of such certificate in accordance with Section 3.4(d), without interest.

(c) The registered owner on the books and records of the Surviving Corporation of any such outstanding TriGeo capital stock certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation, have and be entitled to exercise any voting and other rights with respect to, and to receive dividends and other distributions upon, the shares of Surviving Corporation capital stock represented by such outstanding certificate as provided above.

(d) On or after the Effective Time, the holder of the outstanding certificate(s) representing shares of TriGeo capital stock shall surrender the same for cancellation to the Surviving Corporation and such holder shall be entitled to receive in

exchange therefor a certificate(s) representing the number of shares of Surviving Corporation capital stock into which the surrendered shares were converted as described above.

4. GENERAL

4.1. Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of TNS, MTM, and/or TWW such deeds and other instruments, and there shall be taken or caused to be taken by the Surviving Corporation and TNS, MTM, and/or TWW such further and other actions, as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by the Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of TNS, MTM, and/or TWW and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of TNS, MTM, and/or TWW or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.2. Registered Office. The registered office of the Surviving Corporation in the state of Idaho is located at 1620 C Northwest Boulevard, #101, Coeur d'Alene, Idaho 83814, and Barbara Ueckert is the registered agent of the Surviving Corporation at such address.

4.3. Entire Agreement. This Agreement (and the Exhibits attached to this Agreement, if any) shall constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 1620 C Northwest Boulevard, #101, Coeur d'Alene, Idaho 83814.

4.4. Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Idaho.

4.5. Severability. In case any provision in this Agreement shall be invalid, illegal or unenforceable, to the extent permitted by applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

4.6. Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument.

4.7. **Notices.** All notices hereunder shall be deemed given by a party hereto if in writing and delivered personally or by facsimile transmission or by registered or certified mail (return receipt requested) to the other party at the following address:

TriGeo Network Security, Inc.
1620 C Northwest Blvd., #101
Coeur d'Alene, ID 83814

With a copy to:

Melanie G. Rubocki, Esq.
Holland & Hart LLP
Suite 1400
101 South Capitol Boulevard
Boise, ID 83701-2527

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IN WITNESS WHEREOF, this Agreement, having been approved by resolutions of the Boards of Directors of TNS, MTM, TWW, and TriGeo is hereby executed on behalf of each such corporation and attested by their respective officers thereunto duly authorized.

TRIGEO INCORPORATED
an Idaho corporation

By: 
John C. Shovic, President

ATTEST:


Barbara Ueckert, Secretary

TRIGEO NETWORK SECURITY, INC.
an Idaho corporation

By: 
John C. Shovic, President

ATTEST:


Barbara Ueckert, Secretary

MORE THAN MAPS, INC.
an Idaho corporation

By: 
John C. Shovic, President

ATTEST:


Barbara Ueckert, Secretary

TRIWEATHER WARE, INC.
an Idaho corporation

By: 
Barbara Ueckert, President

ATTEST:


Barbara Ueckert, Secretary

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