

FILED EFFECTIVE

ARTICLES OF MERGER

03 MAY 15 PM 12:19

Merging

SECRETARY OF STATE
STATE OF IDAHO

**IRON SHEATH LLC,
an Idaho limited liability company,**

with and into

**IRON SHEATH, INC.,
an Idaho corporation**

In accordance with section 30-1-1105 of the Idaho Business Corporation Act (the "IBCA") and section 53-663 of the Idaho Limited Liability Company Act (the "ILLCA"), Iron Sheath, Inc., an Idaho corporation, and Iron Sheath LLC, an Idaho limited liability company, hereby file these Articles of Merger with the Office of the Secretary of State of the State of Idaho and certify as follows:

1. **Names and Jurisdiction of Formation.** The constituent companies (the "Constituent Companies") in the merger and the jurisdictions in which they were formed are as follows:

<u>Name of Constituent Company</u>	<u>Jurisdiction of Formation</u>
Iron Sheath LLC (the "LLC")	Idaho
Iron Sheath, Inc. (the "Corporation")	Idaho

2. **Plan of Merger.** A Plan of Merger dated as of May 14, 2003 (the "Plan of Merger") has been approved, adopted, and executed by each of the Constituent Companies in accordance with section 30-1-1103 of the IBCA and section 53-662 of the ILLCA, as applicable. The Plan of Merger is attached hereto as Exhibit A and is incorporated herein by this reference.

3. **Surviving Entity.** Pursuant to the Plan of Merger, the LLC is being merged with and into the Corporation (the "Merger"), with the Corporation being the surviving entity (the "Surviving Entity") in the Merger.

4. **Shareholder & Member Approval.** Approval of the Plan of Merger was required by the shareholder of the Corporation pursuant to section 30-1-1103 of the IBCA, and the members of the LLC pursuant to section 53-662 of the ILLCA.

4.1 The Corporation.

- (a) 4,000,000 shares of Common Stock were outstanding on the Plan of Merger.

IDAHO SECRETARY OF STATE
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- (b) 4,000,000 shares of Common Stock, constituting 100% of the outstanding shares entitled to vote on the Plan of Merger, voted for the Plan of Merger and 0 shares abstained or voted against the Plan of Merger.

4.2 The LLC.

- (a) 100% of the outstanding membership interests were entitled to vote on the Plan of Merger.
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5. The executed Plan of Merger is on file at the office of the Corporation located at 207 Ellen Street, Boise, Idaho, 83714.

6. A copy of the Plan of Merger will be furnished by the Corporation upon request and without cost to any member or shareholders of the LLC or the Corporation, respectively.

7. The Merger shall become effective upon filing these Articles of Merger with the Secretary of State of the State of Idaho.

IN WITNESS WHEREOF, each of the Corporation and the LLC have caused these Articles of Merger to be executed by a duly authorized officer this 14th day of ~~February~~ May, 2003.

IRON SHEATH LLC,
an Idaho limited liability company

By: [Signature]
Name: Michael J. Louie
Title: Member

IRON SHEATH, INC.,
an Idaho corporation

By: [Signature]
Name: Clifton L. Cook
Title: President/CEO

PLAN OF MERGER

This Plan of Merger (this "**Plan**") is made as of May __, 2003, by and between Iron Sheath LLC, an Idaho limited liability company (the "**LLC**"), and Iron Sheath, Inc., an Idaho corporation (the "**Corporation**"). The LLC and the Corporation are sometimes referred to as the "**Constituent Entities**."

RECITALS

A. The LLC is a member-managed limited liability company, organized and existing under the laws of the State of Idaho.

B. The Corporation is an Idaho corporation whose sole shareholder is the LLC.

C. The members and shareholder of the Constituent Entities deem it advisable and to the advantage of said entities that the LLC merge with and into the Corporation upon the terms and conditions herein provided and applicable law.

The parties agree as follows:

PLAN

1. Merger; Effective Time.

1.1 Merger. Upon the terms and subject to the conditions of this Plan, at the Effective Time (as defined in Section 1.2, below) the LLC shall be merged with and into the Corporation (the "**Merger**") and the separate existence of the LLC shall thereupon cease. The Corporation shall be the surviving entity in the Merger (sometimes referred to herein as the "**Surviving Entity**") and shall continue its corporate existence under the laws of the State of Idaho from and after the Effective Time.

1.2 Effective Time. The Merger shall become effective (the "**Effective Time**") upon filing of the Articles of Merger consummating the Merger with the Secretary of State of the State of Idaho (the "**Merger Filing**") in accordance with the Idaho Business Corporations Act and the Idaho Limited Liability Company Act.

2. Charter Documents, Directors and Officers

2.1 Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of the Corporation in effect immediately prior to the Effective Time shall be the Articles of Incorporation and Bylaws of the Surviving Entity.

2.2 Directors. At and after the Effective Time, the following persons shall be the directors of the Surviving Entity to serve until the expiration of their terms and until their successors are elected and qualified:

Ray Cairncross (Chairman)
Michael V. Lowe

2.3 Officers. At and after the Effective Time, the following people shall serve in the office opposite their names as officers of the Surviving Entity to serve until their successors are appointed by the Board of Directors:

Clifton Cook	President and Chief Executive Officer
Ray Cairncross	Chairman of the Board, Secretary and General Counsel
Val Heusinkveld	Treasurer and Chief Financial Officer
Michael V. Lowe	Vice President and Chief Technology Officer
Tom White	Vice President, Sales and Marketing
Eric Yeates	Vice President, Operations

3. Conversion of Membership Interests and Shares. At the Effective Time, 100% of the membership interests in the LLC then outstanding and all rights in respect thereof shall be converted into, and become exchanged for 4,000,000 shares of common stock of the Corporation (the "Merger Consideration"), with such shares to be issued to the members of the LLC on a pro rata basis. Each share of common stock of the Corporation that is issued and outstanding immediately prior to the Effective Time shall be cancelled without consideration.

4. General.

4.1 Counterparts. This Plan may be executed in any number of counterparts and all executed counterparts will constitute one and the same Plan, binding on all of the parties hereto even though all of the parties are not signatories to the same counterpart.

4.2 Amendment. This Plan may not be amended, except by an instrument in writing executed on behalf of each of the LLC and the Corporation.

IN WITNESS WHEREOF, the parties have caused this Plan to be executed as of the date first above written.

IRON SHEATH LLC,
an Idaho limited liability company

By: _____
Name: _____
Title: _____

IRON SHEATH, INC.,
an Idaho corporation

By: _____
Name: _____
Title: _____

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SECRETARY OF STATE

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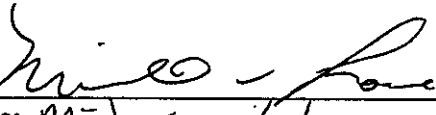
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IRON SHEATH LLC,
an Idaho limited liability company

By: 
Name: Michael J. Louie
Title: Member

IRON SHEATH, INC.,
an Idaho corporation

By: 
Name: Clayton L. Cook
Title: President/CEO