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ARTICLES OF MERGER

OF

CASEY JONES CORP.,
an Oregon Corporation, #771952-88

WITH AND INTO

E2E CORPORATION, #717920-80
an Oregon Corporation

Pursuant to Section 60.494 of the Business Corporation Act of the State of Oregon, e2E Corporation, an Oregon corporation ("e2E"), the surviving corporation of the merger of Casey Jones Corp., an Oregon corporation ("Casey Jones"), with and into e2E (the "Merger"), files these articles of merger with the office of the Secretary of State of the State of Oregon.

1. The Agreement and Plan of Merger. The Agreement and Plan of Merger between e2E and Casey Jones is set forth as Exhibit A and is incorporated by reference.

2. Shareholder Approval. The Merger was approved by unanimous written consent of the shareholders of Casey Jones and at a special meeting of the shareholders of e2E.

Casey Jones's sole shareholder approved the Merger as follows:

(a) One hundred (100) shares of voting common stock were outstanding and entitled to vote on the Merger.

(b) One hundred (100) shares of voting common stock voted for the Merger and no shares voted against the Merger.

e2E's shareholders approved the Merger at a special shareholders meeting on December 14, 2000, as follows:

(a) 2,290,250 shares of common stock were outstanding and entitled to vote on the Merger and there were present at the special meeting in person or by proxy shareholders owning 2,267,350 shares.

(b) 2,267.350 shares of common stock voted for the Merger and no shares were voted against the Merger.

3. Effective Date. These Articles of Merger are effective upon filing with the Secretary of State of the State of Oregon.

12/21

4. Contact. The person to contact about this filing is:

James M. Kearney
Stoel Rives LLP
900 SW Fifth Avenue, Suite 2600
Portland, OR 97204-1268

Telephone: (503) 294-9444

Dated: December 21, 2000.

CASEY JONES CORP.,
an Oregon Corporation,

By: Jos. D. Kaufman
Name: Joseph D. Kaufman
Title: Vice President

E2E CORPORATION,
an Oregon Corporation

By: _____
Name: Matthew Bergeron
Title: President

Exhibit A

AGREEMENT AND PLAN OF MERGER

by and among

PLEXUS CORP.

and

e2E CORPORATION

and

CASEY JONES CORP.

DATED AS OF SEPTEMBER 29, 2000

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3. Form of Escrow Agreement
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5. Opinion of Parent's Counsel
6. Opinion of Target's Counsel
7. Form of Voting Agreement

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made as of the 29th day of September, 2000 by and among **PLEXUS CORP., e2E CORPORATION** and **CASEY JONES CORP.**

RECITALS

WHEREAS, the respective Boards of Directors of Parent, Target and Acquisition have: (a) determined that the merger of Acquisition with and into Target pursuant to, and subject to all of the terms and conditions of, this Agreement is advisable, fair and in the best interests of Parent, Target and Acquisition and their respective shareholders; and (b) approved the Merger, this Agreement and the transactions contemplated by this Agreement; and

WHEREAS, the Board of Directors of Target has directed that this Agreement and the transactions described in this Agreement be submitted for approval at the Special Meeting; and

WHEREAS, the Board of Directors of Parent has directed the issuance of Parent Common Stock pursuant to this Agreement; and

WHEREAS, Parent, Target and Acquisition desire to make certain representations, warranties, covenants and agreements in connection with the Merger; and

WHEREAS, Parent, Target and Acquisition intend, by executing this Agreement, to adopt a plan of reorganization within the meaning of Section 368 of the Code and to cause the Merger to qualify as a reorganization under the provisions of Sections 368(a) of the Code; and

WHEREAS, for financial accounting purposes, Parent, Target and Acquisition intend that the Merger be accounted for as a pooling of interests.

NOW, THEREFORE, in consideration of the Recitals and of the mutual covenants, conditions and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

ARTICLE I

DEFINITIONS

Wher used in this Agreement, the following terms shall have the meanings specified:

Acquisition. "Acquisition" shall mean Casey Jones Corp., an Oregon corporation and a wholly-owned Subsidiary of Parent.

Affiliates. "Affiliates" shall mean all Persons who are affiliates of Target for purposes of Rule 145 under the Securities Act or Accounting Series Releases 130 and 135 of the SEC, or both.

Affiliate Letter. "Affiliate Letter" shall mean a letter from each Affiliate of Target in substantially the form of Exhibit 1 attached to this Agreement.

Agreement. "Agreement" shall mean this Agreement and Plan of Merger, together with the Exhibits attached hereto and together with the Disclosure Schedule, as the same may be amended from time to time in accordance with the terms hereof.

Articles of Merger. "Articles of Merger" shall mean Articles of Merger in a form approved for filing in accordance with the Oregon Secretary of State.

Buildings. "Buildings" shall mean all buildings, fixtures, structures and improvements leased or owned by Target and located on the Real Estate.

Closing. "Closing" shall mean the conference to be held at 10:00 A.M., Central Time, on the Closing Date at the offices of Quarles & Brady LLP, 411 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, or such other time and place as the parties may mutually agree to in writing, at which the transactions contemplated by this Agreement shall be consummated.

Closing Date. "Closing Date" shall mean:

(a) that date which is two (2) business days after satisfaction or waiver of all of the conditions set forth in Article VII and Article VIII of this Agreement; or

(b) such other date as the parties may mutually agree to in writing.

Code. "Code" shall mean the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, as the same may be in effect from time to time.

Confidentiality Agreement. "Confidentiality Agreement" shall mean the letter agreement between Parent and Target dated on or about July 26, 2000.

Disclosure Schedule. "Disclosure Schedule" shall mean the Disclosure Schedule dated the date of this Agreement delivered by Target to Parent contemporaneously with the execution and delivery of this Agreement and as the same may be amended from time to time after the date of this Agreement and prior to the Closing Date in accordance with the terms of this Agreement.

Employment Agreement. "Employment Agreement" shall mean the form of employment agreement between Target and each of Matthew Bergeron, William Thale, Dan Baumgartner, Scott Davis, Steve Smith, Lou Primmer and Lauren Primmer, in the form attached as Exhibit 2 hereto.

Equipment. "Equipment" shall mean all machinery, equipment, boilers, furniture, fixtures, motor vehicles, furnishings, parts, tools, office equipment and supplies, computers and other items of tangible personal property owned or used by Target.

ERISA. "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as the same may be in effect from time to time.

Escrow Account. "Escrow Account" shall mean the escrow account established pursuant to the Escrow Agreement into which shares of Parent Common Stock will be deposited in the manner described in Section 2.8(b)(v) and 2.8(f) hereof.

Escrow Agent. "Escrow Agent" shall mean West Coast Trust Company, Incorporated, Portland, Oregon, a national bank.

Escrow Agreement. "Escrow Agreement" shall mean the Escrow Agreement among the Parent, the Target, the Representatives and the Escrow Agent providing for the escrow of a portion of the shares of Parent Common Stock issuable hereunder, in the form of Exhibit 3 attached hereto.

Exchange Act. "Exchange Act" shall mean the Securities Exchange Act of 1934, as the same may be in effect from time to time.

Facilities. "Facilities" shall mean the facilities of Target at the locations specified on the Disclosure Schedule, including the Real Estate and Buildings at those sites.

HSR Act. "HSR Act" shall mean the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as the same may be in effect from time to time.

Intangible Assets. "Intangible Assets" shall mean any United States and foreign patents, patent applications, trade names, trademarks, service marks, trademark registrations, service mark registrations, trademark applications, service mark applications, registered copyrights, copyright applications, know how and proprietary software.

Knowledge of Parent. "Knowledge of Parent" shall mean, for purposes of this Agreement, when any fact or matter is stated to be "to the Knowledge of Parent" or words of similar import, the actual knowledge of the existence or nonexistence of such fact or matter, after reasonable inquiry, by any of the executive officers of Parent.

Knowledge of Target. "Knowledge of Target" shall mean, for purposes of this Agreement, when any fact or matter is stated to be " to the Knowledge of Target" or words of similar import, the actual knowledge of the existence or nonexistence of such fact or matter, after reasonable inquiry, by any of the Significant Holders or the other executive officers or directors of Target.

Law. "Law" shall mean any federal, state, local or other law, rule, regulation or governmental requirement of any kind, and the rules, regulations and orders promulgated thereunder by any regulatory agencies.

Leases. "Leases" shall mean the leases of the Facilities by Target, all of which are identified on the Disclosure Schedule.

Lien. "Lien" shall mean, with respect to any asset: (a) any mortgage, pledge, lien, covenant, lease or security interest; and (b) the interest of a vendor or lessor under any conditional sale agreement, financing lease or other title retention agreement relating to such asset.

Merger. "Merger" shall mean the merger of Acquisition with and into Target pursuant to this Agreement and the OBCA.

Noncompetition Agreements. "Noncompetition Agreements" shall mean the Noncompetition Agreements among each of the Significant Holders and each of the Employees signing Employment Agreements on the one hand, and Parent and Target on the other hand, each in the form of Exhibit 4 attached hereto.

OBCA. "OBCA" shall mean the Oregon Business Corporation Act, as the same shall be in effect from time to time.

Opinion of Parent Counsel. "Opinion of Parent Counsel" shall mean the opinion of Quarles & Brady LLP, counsel to Parent and Acquisition, including in substance the provisions set forth on Exhibit 5 attached hereto.

Opinion of Target Counsel. "Opinion of Target Counsel" shall mean the opinion of Stoel Rives LLP counsel to Target, including in substance the provisions set forth on Exhibit 6 attached hereto.

Parent. "Parent" shall mean Parent Corp., a Wisconsin corporation.

Parent Common Stock. "Parent Common Stock" shall mean shares of Common Stock, $.01 par value, of Parent.

Parent Companies. "Parent Companies" shall mean Parent and all Subsidiaries of Parent.

Parent Material Adverse Effect. "Parent Material Adverse Effect" shall mean any event, condition or fact which is, or reasonably may be expected to be, materially adverse to the financial condition, properties, business, results of operations or prospects of the Parent Companies taken as a whole, other than events, conditions or facts arising out of general economic conditions unrelated to the business in which any of the Parent Companies are engaged.

Parent Stock Value. "Parent Stock Value" shall mean the average closing bid price of Parent Common Stock on the NASDAQ Stock Market on each of the ten trading days ending three business days prior to the Closing. Such average shall be rounded to the nearest one-thousandth.

Permits. "Permits" shall mean all permits, licenses, approvals, qualifications, governmental authorizations, registrations and franchises which Target has or holds, all of which are listed and briefly described on the Disclosure Schedule.

Person. "Person" shall mean a natural person, corporation, trust, partnership, limited liability company, governmental entity, agency or branch or department thereof, or any other legal entity.

Predecessor Operations. "Predecessor Operations" shall mean the engineering and design operations and business of Tyco, prior to the acquisition of those operations by Target in January 2000.

Product Matters. "Product Matters" shall mean any and all liabilities or damages or obligations of any kind relating to or arising out of services rendered by Target or, to the Knowledge of Target, the Predecessor Operations, whenever the dates of sale or delivery of such services or related deliverables (provided that such dates are prior to the Effective Time) or the dates of occurrence of any event which gives rise to such liabilities or obligations, based on: (a) death, disease or injury to Person or property; and (b) express or implied warranties, credit, refund, re-work or replacements or customer concessions.

Professional Employees. "Professional Employees" shall mean the engineers and designers who are employed by Target.

Proxy Statement. "Proxy Statement" shall mean the proxy statement/prospectus of Target and Parent to be filed with the SEC as part of the Registration Statement and to be distributed to the Target shareholders in connection with the Target Special Meeting and the approval of the Merger by the Shareholders, which shall also constitute the prospectus of Parent.

Real Estate. "Real Estate" shall mean the parcels of real property used by Target, all of which are identified in the Disclosure Schedule.

Registration Statement. "Registration Statement" shall mean a registration statement on Form S-4 to be filed under the Securities Act by Parent in connection with the Merger for purposes of registering the shares of Parent Common Stock to be issued in the Merger pursuant to Article II of this Agreement.

Representatives. "Representatives" shall mean Matthew Bergeron, Steven Smith and William Thale, who shall act as representatives of the Shareholders under the Escrow Agreement.

SEC. "SEC" shall mean the Securities and Exchange Commission.

Securities Act. "Securities Act" shall mean the Securities Act of 1933, as the same may be in effect from time to time.

Shareholders. "Shareholders" shall mean all Persons owning shares of Target Common Stock on the relevant date.

Significant Holders. "Significant Holders" shall mean Matthew Bergeron, Robert Praegitzer and William Thale.

Special Indemnity Matters. "Special Indemnity Matters" shall mean the following:

(a) Liability for vacation pay, sick pay, holiday pay and similar claims for or by Target employees ("Personal Time"):

(i) at June 30, 2000 in excess of the accrual therefor on the Target Financial Statements; or

(ii) incurred after June 30, 2000 through Closing and not accrued in accordance with Target's Personal Time policies set forth in the Disclosure Schedule;

(b) Unrecorded liabilities of Target for terminations of Employee Benefits Plans prior to the Closing;

(c) Product and service warranty claims against Target relating to products delivered or services rendered prior to the Effective Time in excess of $42,000, other than the Product Matters set forth in the Disclosure Schedule;

(d) Uncollectible accounts receivable of Target at Closing in excess the reserve therefor on the Target Financial Statements;

(e) Severance benefits paid by Target as a result of separation from service in connection with, or deemed to have occurred as a result of the change in control in, the Merger (excluding those resulting from post-Merger transactions);

(f) Liabilities of Target to Tyco arising prior to the Closing in excess of the liabilities included in Target Debt, other than liabilities in the ordinary course of business;

) Failure of Target to have obtained appropriate transfers of intellectual property rights from Professional Employees;

(h) Failure of Target to maintain all required software or other intellectual property licenses (excluding failures resulting from the Merger or from post-merger transactions); and

(i) Target transaction expenses in excess of the amount in Section 4.14 hereof.

Special Meeting. "Special Meeting" shall mean a special meeting of the Target Shareholders for the purpose of approving the Merger, this Agreement and the transactions contemplated by this Agreement and for such other purposes as may be necessary or desirable.

Subsidiary. "Subsidiary" shall mean any corporation, at least a majority of the outstanding capital stock of which (of any class or classes, however designated, having ordinary voting power for the election of at least a majority of the board of directors of such corporation) shall at the time be owned by the relevant Person directly or through one or more corporations which are themselves Subsidiaries.

Target. "Target" shall mean Espresso Corporation, an Oregon corporation.

Target Common Stock. "Target Common Stock" shall mean all of the issued and outstanding shares of common stock, without a stated par value, of Target.

Target Debt. "Target Debt" shall mean the outstanding amount of any debt or other obligations of Target to Bank of America N.A.; plus any other interest-bearing debt of Target to others.

Target Material Adverse Effect. "Target Material Adverse Effect" shall mean any event, condition or fact which is, or reasonably may be expected to be, materially adverse to the financial condition, properties, business, results of operations or prospects of Target or the Target Subsidiaries taken as a whole, other than events, conditions or facts arising out of general economic conditions unrelated to the business in which Target and the Target Subsidiaries are engaged.

Target Purchase Plans. "Target Purchase Plans" shall mean the Target's Incentive Stock Plan effective December 28, 1999 and the Target's Founders' Stock Plan effective December 28, 1999.

Target Subsidiaries. "Target Subsidiaries" shall mean those Subsidiaries of Target identified on the Disclosure Schedule.

Tyco. "Tyco" shall mean Praegitzer Industries Scotland (B.V.I.), Inc. and Tyco Printed Circuit Group LP, together with their affiliates.

Voting Agreement. "Voting Agreement" shall mean the Voting Agreement of each of the Significant Holders, for the benefit of Parent, in the form of Exhibit 7 attached to this Agreement.

Other Terms. The following terms shall have the meanings specified in the following noted Sections of this Agreement:

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ARTICLE II

THE MERGER

2.1 The Merger. At the Effective Time and upon and subject to the terms and conditions of this Agreement, Acquisition will be merged with and into Target, which shall be the surviving corporation in the Merger (the "Surviving Corporation") and shall continue to be governed by the Laws of the State of Oregon, and the separate existence of Acquisition shall thereupon cease. The Merger shall be pursuant to the provisions of, and shall be with the effects provided in, the OBCA.

2.2 Effective Time. Subject to the terms and conditions of this Agreement, on the Closing Date, Acquisition and Target will cause the Articles of Merger to be executed, delivered and filed as provided in the OBCA. The Merger shall become effective at the time of the filing of the Articles of Merger with the Oregon Secretary of State or at such later time as Parent and Target may agree and as may be set forth in the Articles of Merger. The date and time on which the Merger shall become effective is referred to in this Agreement as the "Effective Time".

2.3 Articles of Incorporation of Surviving Corporation. The Articles of Incorporation of Target as in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Surviving Corporation until amended in accordance with Law.

2.4 Bylaws of Surviving Corporation. The Bylaws of Target as in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation until amended in accordance with Law.

2.5 Directors and Officers of Surviving Corporation. The duly qualified and acting directors and officers of Acquisition immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation, to hold office as provided in the Bylaws of the Surviving Corporation.

2.6 Conversion of Target Common Stock.

(a) Conversion. At the Effective Time, by virtue of the Merger and without any action on the part of Acquisition, Target, Parent or the holders of Target Common Stock:

(i) Each share of Target Common Stock issued and outstanding at the Effective Time, except as provided in subsection (ii) below, shall be converted into shares of Parent Common Stock on the terms and conditions set forth in this Agreement subject to the provisions of Section 2.8(e) of this Agreement concerning cash being paid for fractional shares at the rate of the stated number of shares of Parent Common Stock for each share of Target Common Stock, determined by the following equation (the "Exchange Rate"):

(A) $20,550,000 (Twenty million five hundred fifty thousand dollars); divided by

(B) the result of the calculation (I) the number of outstanding shares of Target Common Stock plus (II) the number of shares of Target Common Stock issuable under options, subscriptions or other outstanding rights to purchase Target Common Stock; further divided by

(C) the Parent Stock Value.

(ii) Any shares of Target Common Stock that are owned by Target at the Effective Time shall be canceled and retired and cease to exist and no Parent Common Stock or other consideration shall be issued or delivered in exchange therefor. Any shares of Target

Common Stock as to which the holders have perfected dissenters' rights under the OBCA shall be treated as provided in Section 2.11 of this Agreement.

(b) Adjustment. In the event that, prior to the Effective Time, there is a reclassification, stock split or stock dividend with respect to outstanding Parent Common Stock or outstanding Target Common Stock, appropriate and proportionate adjustment, if any, shall be made to the Exchange Ratio.

(c) Escrow. A portion of the consideration is payable to the Escrow Agent under the Escrow Agreement, and therefore the ultimate consideration to be retained by the Target Shareholders after payment from the Escrow Agreement is subject to reduction as a result of the indemnity provisions of Section 9.3 of this Agreement and the operation of the Escrow Agreement.

2.7 Conversion of Acquisition Common Stock. At the Effective Time, and without any action on the part of the holders of common stock of Acquisition, each share of common stock of Acquisition issued and outstanding at the Effective Time shall be converted into one (1) share of Target Common Stock.

2.8 Exchange of Target Certificates.

(a) Exchange Agent. As of the Effective Time, Parent shall deposit, or shall cause to be deposited, with the corporate trust department of Firstar Bank NA, Milwaukee, Wisconsin, or such other bank or trust company designated by Parent and approved by Target, which approval shall not be unreasonably withheld (the "Exchange Agent"), for the benefit of the holders of shares of Target Common Stock, for exchange in accordance with this Article II of this Agreement through the Exchange Agent, certificates representing the shares of Parent Common Stock (such certificates for shares of Parent Common Stock, together with any dividends or distributions with respect thereto and together with any cash for fractional share interests made pursuant to Section 2.8(e) of this Agreement, being hereinafter referred to as the "Exchange Fund") issuable pursuant to Section 2.6 of this Agreement in exchange for outstanding shares of Target Common Stock.

(b) Exchange Procedures.

(i) At or promptly after the Effective Time, Parent shall (x) cause the Exchange Agent to mail to each holder of record of a certificate or certificates which immediately prior to the Effective Time represented outstanding shares of Target Common Stock (the "Target Certificates"): (A) a letter of transmittal which shall be in such form and have such provisions as Parent may reasonably specify; and (B) instructions to effect the surrender of the Target Certificates in exchange for certificates representing shares of Parent Common Stock; (y) direct the Exchange Agent to issue certificates representing that number of whole shares of Parent Common Stock to which each holder of uncertificated shares of Target Common Stock (as reflected on the books and records of Target's transfer agent) who has previously filed with

Target or the Exchange Agent a Form W-9 is entitled pursuant to the provisions of this Article II of this Agreement, without any action on the part of such holders, plus any cash in lieu of any fractional share interest in accordance with Section 2.8(e) of this Agreement, subject to the provisions of Section 2.8(b)(v) of this Agreement; and (z) provide each holder of uncertificated shares who has not previously filed a Form W-9 with a Form W-9 relating to the exchange. Upon delivery of any such executed Form W-9, the Exchange Agent shall provide certificates for Parent Common Stock as provided in Section 2.8(b)(i)(y) hereof.

(ii) Upon surrender of a Target Certificate for cancellation to the Exchange Agent together with such letter of transmittal, duly executed, and with such other documents as the Exchange Agent may reasonably require, the holder of such Target Certificate shall be entitled to receive, and Parent shall cause the Exchange Agent to promptly deliver in exchange therefor, a certificate representing that number of whole shares of Parent Common Stock to which such holder is entitled in respect of such Target Certificate pursuant to the provisions of this Article II of this Agreement, plus any cash in lieu of any fractional share interest in accordance with Section 2.8(e) of this Agreement, and the Target Certificate so surrendered shall forthwith be canceled, subject to the provisions of Section 2.8(b)(v) of this Agreement. Provided, however, that fractional share interests of any one holder shall be aggregated to maximize the number of whole shares of Parent Common Stock to be issued and minimize the fractional interests to be paid in cash as provided in Section 2.8(e) of this Agreement.

(iii) In the event of a transfer of ownership of shares of Target Common Stock which is not registered in the transfer records of Target, a certificate representing the proper number of shares of Parent Common Stock, and any cash in lieu of any fractional share interests in accordance with Section 2.8(e) of this Agreement, shall be delivered to the transferee if the Target Certificate which represented such shares of Target Common Stock is presented to the Exchange Agent, accompanied by all documents required to evidence and effect such transfer and by evidence that any applicable stock transfer taxes have been paid.

(iv) Until surrendered as contemplated by this Section 2.8 of this Agreement, each Target Certificate shall be deemed at all times after the Effective Time to represent only the right to receive upon surrender a certificate representing shares of Parent Common Stock and cash in lieu of any fractional share interest as contemplated by Section 2.8(e) of this Agreement, or in respect of dissenting shares, the consideration determined pursuant to Section 2.11 of this Agreement.

(v) For purposes of making delivery of shares and certificates therefor under this Agreement, the Exchange Agent shall: (A) deliver to the Escrow Agent certificates for that whole number of shares of Parent Common Stock representing as close as possible to 15% of the . . ent Common Stock issuable to each Shareholder pursuant to this Agreement; and (B) deliver to each Shareholder a certificate for the remaining shares of Parent Common Stock to which such Shareholder is entitled plus any cash payable in lieu of any fractional share interest.

The deliveries to the Escrow Agent and the Shareholders required under this section shall satisfy all obligations to deliver such consideration to the Shareholders under this Agreement.

(c) Distributions with Respect to Unexchanged Shares. No dividends or other distributions declared or made after the Effective Time with respect to Parent Common Stock with a record date after the Effective Time shall be paid to the holder of any unsurrendered Target Certificate with respect to the shares of Parent Common Stock represented thereby, and no cash payment in lieu of a fractional share shall be paid to any such holder pursuant to Section 2.8(e) of this Agreement, until the holder of such Target Certificate has surrendered such Target Certificate to the Exchange Agent. Subject to the effect of any applicable Law, following the surrender of any such Target Certificate, there shall be paid to the holder of the certificate representing whole shares of Parent Common Stock issued in exchange for the surrendered Target Certificates, without interest: (i) promptly, the amount of any cash payable with respect to a fractional share interest to which such holder is entitled pursuant to Section 2.8(e) of this Agreement and the amount of dividends or other distributions with a record date after the Effective Time theretofore paid with respect to such whole shares of Parent Common Stock; and (ii) at the appropriate payment date, the amount of dividends or other distributions with a record date after the Effective Time but prior to surrender and a payment date occurring after surrender payable with respect to such whole shares of Parent Common Stock.

(d) No Further Rights in Target Common Stock. All shares of Parent Common Stock issued upon conversion of the Target Common Stock in accordance with the terms of this Agreement (and any cash paid pursuant to Section 2.8(e) of this Agreement) shall be deemed to have been issued (and paid) in full satisfaction of all rights pertaining to the Target Common Stock.

(e) No Fractional Shares. No fractional shares of Parent Common Stock shall be issued in the Merger. All fractional share interests of a holder of more than one Target Certificate at the Effective Time shall be aggregated. If a fractional share interest results after such aggregation, each holder of a fractional share interest shall be paid an amount in cash equal to the product obtained by multiplying such fractional share interest by the Parent Stock Value. Promptly after the determination of the amount of cash, if any, to be paid to holders of fractional share interests, the Exchange Agent shall notify Parent and Parent shall deliver such amounts to such holders subject to and in accordance with the terms of Section 2.8(c) of this Agreement.

(f) The aggregate shares of Parent Common Stock described in Section 2.2(b)(v) shall be deposited into the Escrow Account and held by the Escrow Agent as described in the Escrow Agreement for purposes of satisfaction of indemnification obligations under Section 9.3 hereof. The value of Parent Common Stock for purposes of such indemnification obligation settlements shall be the Parent Stock Value. Upon the earlier to occur of the date that the first audit of Parent's financial statements following the Closing is completed or the one-year anniversary date of the Closing Date, the shares held by the Escrow Agent, *less* an appropriate number of holdback shares to cover specific unresolved claims, shall be delivered to the Shareholders.

(g) Termination of Exchange Fund. Any portion of the Exchange Fund which remains undistributed to the Target Shareholders after six (6) months after the Effective Time shall be delivered to Parent, upon demand, and any Target Shareholders who have not theretofore complied with this Article II of this Agreement shall thereafter look only to Parent for payment of their claim for shares of Parent Common Stock, any cash in lieu of fractional share interests and any dividends or distributions with respect to Parent Common Stock.

(h) No Liability. Neither the Exchange Agent nor any party to this Agreement shall be liable to any Target Shareholder for any shares of Target Common Stock or Parent Common Stock (or dividends or distributions with respect thereto) or cash delivered to a public official pursuant to any abandoned property, escheat or similar Law.

(i) Withholding Rights. Parent shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement to any Target Shareholder such amounts as Parent is required to deduct and withhold with respect to the making of such payment under the Code, or any provision of state, local or foreign tax Law. To the extent that amounts are so withheld by Parent, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Target Shareholder in respect of which such deduction and withholding was made by Parent.

2.9 Stock Transfer Books. At the Effective Time, the stock transfer books of Target shall be closed and there shall be no further registration of transfers of shares of Target Common Stock thereafter on the records of Target. From and after the Effective Time, the holders of Target Certificates outstanding immediately prior to the Effective Time shall cease to have any rights with respect to such shares of Target Common Stock except as otherwise provided in this Agreement or by Law.

2.10 Reorganization; Pooling. The parties intend that this Agreement be a plan of reorganization within the meaning of Section 368 of the Code and that the Merger be a tax-free reorganization under Section 368 of the Code and that the Merger qualify for pooling of interests accounting treatment.

2.11 Dissenting Shares. Any shares of Target Common Stock as to which dissenters' rights are perfected under the OBCA shall be treated in accordance therewith, notwithstanding any other provision of this Agreement.

2.12 Voting Agreements. Each of the Significant Holders (a) has heretofore delivered to Parent a duly executed Voting Agreement, and (b) shall comply with the terms thereof.

2.13 Target Purchase Plans. At the Effective Time, each outstanding share of Target Common Stock under the Target Purchase Plans, whether vested or unvested or restricted or unrestricted, shall be deemed to constitute such number of shares of Parent Common Stock as one share of Target Common Stock is converted into hereunder. Parent will maintain Target's

accounting and tax treatment for share issuances under the Target Purchase Plans unless other accounting or tax treatment is required by GAAP or the Code.

2.14 Appointment of Representatives. The Representatives are hereby appointed, with power of substitution, as representatives of the Shareholders for purposes of this Agreement and the Escrow Agreement. Shareholder approval of this Agreement shall include confirmation of the authority of the Representatives. Parent, Acquisition and Target may rely upon the acts of the Representatives for all purposes permitted hereunder and under the Escrow Agreement.

ARTICLE III

OTHER AGREEMENTS

3.1 Confidentiality. Target and Parent agree that the provisions of the Confidentiality Agreement shall remain in full force and effect; provided that at the Effective Time, the Confidentiality Agreement shall be deemed to have terminated without further action by the parties.

3.2 Proxy Statement and Registration Statement. Parent and Target will prepare and file with the SEC the Registration Statement and the Proxy Statement as soon as reasonably practicable after the date of this Agreement. Parent and Target shall use reasonable best efforts to cause the Registration Statement to be declared effective under the Securities Act as promptly as practicable after such filing. Parent and Target shall also take such action as may be reasonably required to cause the shares of Parent Common Stock issuable pursuant to the Merger to be registered or to obtain an exemption from registration or qualification under applicable state "blue sky" or securities Laws; provided, however, that Parent shall not be required to qualify as a foreign corporation or to file any general consent to service of process under the Laws of any jurisdiction or to comply with any other requirements deemed by Parent to be unduly burdensome. Each party to this Agreement will furnish to the other parties all information concerning itself as each such other party or its counsel may reasonably request and which is required or customary for inclusion in the Proxy Statement and the Registration Statement.

3.3 Approval of Target Shareholders. Target shall, as soon as reasonably practicable: (i) take all steps necessary duly to call, give notice of, convene and hold the Special Meeting; (ii) distribute the Proxy Statement to the Shareholders in accordance with applicable federal and state Law and its Articles of Incorporation and Bylaws; (iii) recommend to the Shareholders the approval of this Agreement and the transactions contemplated by this Agreement and such other matters as may be submitted to the Shareholders in connection with this Agreement; and (iv) cooperate and consult with Parent with respect to each of the foregoing matters. The Target Special Meeting shall be held on such date as is mutually determined by Target and Parent.

3.4 HSR Act. Each party shall: (a) file or cause to be filed with the Federal Trade Commission and the Department of Justice any notifications required to be filed under the HSR

Act; and (b) use reasonable best efforts to make such filings promptly and to respond promptly to any request for additional information made by either of such agencies.

3.5 Access.

(a) Access to Target. Upon reasonable notice, Target shall afford to the officers, employees, investment bankers, agents, accountants, attorneys and representatives of Parent full access to all of its books, records, financial information, facilities, key personnel and other documents and materials; provided that such access shall be upon reasonable notice and during normal business hours of Target.

(b) Access to Parent Companies. Upon reasonable notice, Parent shall, and shall cause the other Parent Companies to, afford to the officers, employees, investment bankers, agents, accountants, attorneys and representatives of Target full access to all of its books, records, financial information, facilities, key personnel and other documents and materials; provided that such access shall be upon reasonable notice and during normal business hours of the Parent Companies.

3.6 Disclosure Schedule. Contemporaneously with the execution and delivery of this Agreement, Target is delivering to Parent the Disclosure Schedule. The Disclosure Schedule is deemed to constitute an integral part of this Agreement and to modify the representations, warranties, covenants or agreements of Target contained in this Agreement to the extent that such representations warranties, covenants or agreements expressly refer to the Disclosure Schedule.

3.7 Conditions to Merger. Each party to this Agreement shall use reasonable best efforts to: (a) to the extent within its control, cause all of its representations and warranties contained in this Agreement to be true and correct in all respects on the Closing Date with the same force and effect as if such representations and warranties had been made on the Closing Date; (b) take all reasonable actions necessary to comply promptly with all legal requirements which may be imposed on it with respect to the Merger (including making all filings and requests in connection with approvals of or filings with any governmental entity as described in Sections 7.7 and 8.7 of this Agreement and furnishing all information required in connection therewith); (c) promptly cooperate with and furnish information to the other parties in connection with any such requirements imposed upon any of them in connection with the Merger; (d) contest any legal proceedings or other actions seeking to restrain, enjoin or frustrate the Merger; (e) execute any additional documents or instruments and take any additional actions reasonably necessary or appropriate to consummate the transactions contemplated by this Agreement; and (f) take all reasonable actions necessary to obtain (and cooperate with the other parties in obtaining) any consent, authorization, order or approval of, or any exemption by, any governmental entity or other public or private Person, required to be obtained or made by the parties to this Agreement in connection with the Merger or the taking of any action contemplated thereby or by this Agreement.

3.8 Deliveries of Information; Consultation. From time to time prior to the Effective Time:

(a) Deliveries by Target. Target shall furnish promptly to Parent: (i) the monthly financial statements of Target (as prepared by Target in accordance with its normal accounting procedures) promptly after such financial statements are available; (ii) a summary of any action taken by the Board of Directors, or any committee thereof, of Target; and (iii) all other information concerning the business and properties of Target as Parent may reasonably request.

(b) Deliveries by Parent. Parent shall promptly furnish to Target: (i) a copy of each report, schedule and other document filed by Parent with the SEC pursuant to the requirements of federal securities Laws promptly after such documents are available; (ii) the quarterly consolidated financial statements of the Parent Companies (as prepared by Parent in accordance with its normal accounting procedures) promptly after such financial statements are available; and (iii) all other information concerning the business and properties of any of the Parent Companies as Target may reasonably request.

(c) Consultation. Target shall confer and consult with representatives of the Parent Companies on a regular basis to report on operational matters and the general status of ongoing business operations of Target.

(d) Litigation. Each party to this Agreement shall provide prompt notice to the other parties of any known litigation, arbitration, proceeding, governmental investigation, citation or action of any kind which may be commenced, threatened or proposed by any Person concerning the legality, validity or propriety of the transactions contemplated by this Agreement. If any such litigation is commenced against any party to this Agreement, the parties shall cooperate in all respects in connection with such litigation and Parent shall have the right to assume the defense thereof at its cost and expense and, if Parent does assume such defense, it shall confer regularly with Target and shall not settle any such litigation without the prior consent of Target, which consent shall not be unreasonably withheld.

3.9 Affiliates. Within 30 days after the date of this Agreement, Target shall identify in a letter to Parent all Persons who are and, to its knowledge who will be at the Closing Date, Affiliates of Target. Target shall advise its Affiliates of the resale restrictions imposed by applicable securities Laws and required to cause the Merger to qualify for pooling-of-interests accounting treatment, and shall use its best efforts to obtain from its Affiliates an executed Affiliate Letter and shall obtain an executed Affiliate Letter from any Person who becomes an Affiliate of that Person after the date of this Agreement and on or prior to the Effective Time.

3 10 Other Transactions.

(a) Definitions. As used in this Agreement, the following terms shall have the meanings specified:

(i) "Other Transaction" shall mean any of the following, other than the Merger as contemplated by this Agreement: (A) a merger, consolidation, share exchange, exchange of securities, reorganization, business combination or other similar transaction involving the Target; (B) a sale, lease, transfer or other disposition of all or a significant portion of the total assets of Target in a single transaction or series of related transactions; (C) a sale of, or tender offer or exchange offer for, or acquisition by any Person or group of beneficial owners of, 15% or more of the outstanding shares of capital stock of Target in a single transaction or series of related transactions; or (D) a public announcement of a proposal, plan, intention or agreement to do any of the foregoing.

(ii) "Other Proposal" shall mean any request for information, expression of interest, inquiry, proposal or offer relating in any manner to an Other Transaction.

(b) Termination of Discussions. Target shall immediately cease and cause to be terminated all existing discussions and negotiations, if any, with any parties conducted prior to the date of this Agreement with respect to any Other Transaction, except that Target may notify such other parties that the discussions and negotiations are terminated.

(c) Non Solicitation. Target shall not, and shall not permit its officers, directors, employees, Shareholders, agents or other representatives of any of Target or a Target Subsidiary (including, without limitation, any investment banker, attorney or accountant retained or engaged by Target) to solicit, initiate, facilitate, encourage, negotiate with respect to, provide information with respect to, engage in, discuss or agree to, any Other Proposal or any Other Transaction.

3.11 NASDAQ Listing. Parent shall use its reasonable best efforts to provide appropriate notice to cause the shares of Parent Common Stock to be issued or reserved for issuance pursuant to this Agreement to qualify for quotation on the NASDAQ Stock Market.

3.12 Public Announcements. Subject to Parent's disclosure obligations imposed by Law or by the rules and regulations of the NASDAQ Stock Market, Target, Acquisition and Parent will cooperate with each other in the development and distribution of all news releases and other public information disclosures with respect to this Agreement or any of the transactions contemplated hereby and, except as may be required by Law, shall not issue any public announcement or statement with respect thereto prior to consultation with the other parties.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF TARGET

Target hereby represents and warrants to Parent and Acquisition that, except as set forth in the Disclosure Schedule under a caption referring to the appropriate section(s):

4.1 Organization; Business.

(a) Organization. Target is a corporation duly and validly organized and existing under the Laws of the State of Oregon. Target is qualified to do business as a foreign corporation and is in good standing in all other jurisdictions where the ownership or leasing of property or the conduct of its business requires qualification as a foreign corporation by it, except where the failure to so qualify would not have a Target Material Adverse Effect.

(b) Subsidiaries. Target has no subsidiaries other than the Target Subsidiaries which are listed in the Disclosure Schedule. Each of the Target Subsidiaries is a corporation duly and validly organized and existing and in good standing under the laws of its jurisdiction of incorporation. Target owns the entire equity interest in each of the Target Subsidiaries.

(c) Corporate Power and Authority; Permits. Each of Target and the Target Subsidiaries has: (a) full corporate power and authority necessary to carry on its business as it is now conducted and to own, lease and operate its assets and properties; and (b) all material franchises, permits, licenses, approvals, authorizations and registrations necessary to carry on its business as it is now conducted and to own, lease and operate its assets and properties, except where the absence of any such franchises, permits, licenses, approvals, authorizations or registrations would not have a Target Material Adverse Effect.

(d) Properties. Target or Target Subsidiary owns or has the right to use all property, real or personal, tangible or intangible which are utilized in its business as it is now being conducted.

4.2 Capitalization.

(a) Capitalization of Target. The entire authorized capital stock of Target consists of 25,000,000 shares of Common Stock, without a stated par value, of which 2,296,550 shares are issued and outstanding. The outstanding shares include an aggregate of 964,550 shares under the Target Purchase Plans. No shares of any other class are outstanding. Target has reserved 13,450 shares of Common Stock for issuance to new employees under the Target Purchase Plans. The Shareholders, and the number of shares of Target Common Stock owned by each, is accurately set forth on the Disclosure Schedule.

(b) Outstanding Capital Stock; No Subsidiaries. All of the outstanding capital stock of Target is duly authorized, validly issued, fully paid and nonassessable. There are no options, warrants, subscriptions, conversion rights or other rights to subscribe for or purchase, or other contracts with respect to, any capital stock of Target or any Target Subsidiary.

Authorization; Enforceability. The execution, delivery and performance of this Agreement by Target and all of the documents and instruments required by this Agreement to be executed and delivered by Target are within the corporate power of Target and: (a) have been duly authorized by the Board of Directors of Target; and (b) upon the approval of the Target

Shareholders, shall be duly authorized by all necessary corporate action by Target. This Agreement is, and the other documents and instruments required by this Agreement to be executed and delivered by Target will be, when executed and delivered by Target, the valid and binding obligations of Target, enforceable against Target in accordance with their respective terms, except as the enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws generally affecting the rights of creditors and subject to general equity principles.

4.4 No Violation or Conflict. Subject to the receipt of the approvals and consents described in Section 8.7 of this Agreement or as set forth in the Disclosure Schedule, the execution, delivery and performance of this Agreement by Target do not and will not conflict with, violate or give rise to a burdensome condition or a third party's right adverse to the Target under: (a) any Law or the Articles of Incorporation or Bylaws of Target or any Target Subsidiary; or (b) any Existing Contract, except where such conflict or violation would not have a Target Material Adverse Effect.

4.5 Title to Assets; Accounts. Target owns good and valid title to the assets and properties which it owns or purports to own, free and clear of any and all Liens affecting material assets and properties of Target, except those Liens identified on the Disclosure Schedule as "Existing Liens" and Liens for taxes not yet due and payable and such other Liens or minor imperfections of title, if any, which do not materially detract from the value or interfere with the present use of the affected asset or which individually or in the aggregate would not have a Target Material Adverse Effect. All bank, investment and other financial accounts of Target are identified on the Disclosure Schedule, together with a complete listing of the persons with authority to act on Target's behalf with respect to such accounts.

4.6 Litigation; Product Matters. Except for the litigation identified on the Disclosure Schedule as "Existing Litigation": (a) there is no litigation, arbitration, proceeding, governmental investigation, citation or action of any kind pending or, to the Knowledge of Target, proposed or threatened, or resolved (i) since January 1, 2000, against or relating to Target or any Target Subsidiary involving an amount in excess of $50,000 or (ii) since July 1, 1996, against Target, any Target Subsidiary or, to the Knowledge of Target, the Predecessor Operations involving product liability claims, whether or not insured; (b) there are no actions, suits or proceedings pending or, to the Knowledge of Target, proposed or threatened, against Target or any Target Subsidiary by any Person which question the legality, validity or propriety of the transactions contemplated by this Agreement. All Product Matters are listed and briefly described on the Disclosure Schedule.

4.7 Financial Statements; Books and Records; Accounting Matters.

(a) Financial Statements. The audited consolidated balance sheet at June 30, 2000 and the unaudited interim financial statements of Target for the eight month period ended August 31, 2000, copies of which have been provided to Parent (the "Target Financial Statements"), have been, and future Target financial statements will be prepared in accordance

with generally accepted accounting principles applied on a consistent basis (except as may be indicated therein or in the notes thereto and except with respect to unaudited interim statements) and fairly present the financial position of Target as of the dates thereof and the results of its operations and changes in cash flows for the periods then ended, subject, in the case of the unaudited interim financial statements, to normal year-end and audit adjustments and any other adjustments described therein.

(b) Accounting Records. The accounting books and records of Target; (i) are in all material respects correct and complete; (ii) are current in a manner consistent with past practice; and (iii) have recorded therein all the properties and assets and liabilities of Target.

(c) Contingent and Undisclosed Liabilities. Except pursuant to the deposit and collection of checks in the ordinary course of business or as specifically disclosed in the Target Financial Statements, the Target has not guaranteed or become a surety or is not otherwise similarly contingently liable for the obligation of any other person. To Target's Knowledge, after due inquiry, there are no material claims of any nature which are not disclosed pursuant to this Agreement, including but not limited to Product Matters, whether existing or inchoate.

(d) Pooling. Neither Target nor, to the Knowledge of Target, any of the Affiliates of Target, has taken or agreed to take or will take any action that would prevent the Merger being accounted for as a pooling of interests for financial accounting purposes in accordance with generally accepted accounting principles and the rules, regulations and interpretations of the SEC.

(e) Target Debt. The amount of Target Debt at the date hereof does not, and at Closing will not, exceed $3.1 million. No payments or amounts are due from Target to Tyco other than payments in the ordinary course of the Target's business.

4.8 Absence of Certain Changes. Except as set forth on the Disclosure Schedule since June 30, 2000, there has not been any:

(a) Target Material Adverse Effect;

(b) transactions by Target outside the ordinary course of business, except for the transactions contemplated by this Agreement; or

(c) declaration or payment or setting aside the payment of any dividend or any distribution in respect of the capital stock of Target (except for regular quarterly cash dividends on outstanding shares of Target Common Stock which have been publicly announced by Target) or any direct or indirect redemption, purchase or other acquisition of any such stock by Target, other th. he return of unvested or restricted stock under the Target Purchase Plans.

4.9 Existing Contracts. The contracts identified on the Disclosure Schedule by reference to this section ("Existing Contracts") are the only contracts or agreements, written or

oral, (including any amendments, supplements, waivers or other modifications thereto) to which Target or a Target Subsidiary is a party or by which Target or a Target Subsidiary is bound and which constitute:

(a) a lease of, or agreement to purchase or sell, any capital assets involving an annual amount in excess of $100,000;

(b) any union labor contracts;

(c) any management, consulting, employment, personal service, agency or other contracts or contracts providing for employment or rendition of services and which: (i) are in writing; or (ii) create other than an at will employment relationship; or (iii) provide for any commission, bonus, profit sharing, incentive, retirement, consulting or additional compensation other than pursuant to the Existing Plans;

(d) an agreement for the storage, transportation, treatment or disposal of any hazardous waste or hazardous by-product;

(e) any agreements or notes evidencing any Indebtedness; as used in this Agreement, the term "Indebtedness" shall mean any liability or obligation of Target or a Target Subsidiary, whether primary or secondary or absolute or contingent: (i) for borrowed money; or (ii) evidenced by notes, bonds, debentures or similar instruments; or (iii) secured by Liens on any assets of Target or a Target Subsidiary.

(f) an agreement by Target or a Target Subsidiary which currently restricts its ability to compete in any business or in any geographical area;

(g) an agreement restricting the right of Target or a Target Subsidiary to use or disclose any information in its possession, other than confidentiality agreements relating to potential acquisitions by Target;

(h) any agreement or arrangement with any Affiliate of Target;

(i) a partnership, joint venture or similar arrangement;

(j) a license or other right in intellectual property (other than licenses for off-the-shelf software);

(k) any lease of real estate, or buildings or portions thereof; or

(l) any other agreement which: (i) involves an annual amount in excess of $100,000; or (ii) is not in the ordinary course of business.

Target has performed in all material respects each material term, covenant and condition of each Existing Contract which is to be performed by it at or before the date hereof. Each of the Existing Contracts is in full force and effect and constitutes the legal and binding obligation of Target and, to the Knowledge of Target, of the other parties thereto.

4.10 Appraisals. All appraisals of the Facilities, or any of the assets of Target, a Target Subsidiary or the Predecessor Operations, within the prior five years and which are in the possession of Target, a Target subsidiary or the Shareholders, or their agents, are described in the Disclosure Schedule. Target has provided Parent with true and complete copies of each of those appraisals.

4.11 Insurance Policies. Target currently maintains valid insurance as is reasonably prudent for Target, Target Subsidiaries and its businesses. All insurance policies of Target are listed, and the coverage thereof briefly described, in the Disclosure Schedule. No property damage, personal injury or liability claims have been made, or are pending, against Target that are not covered by insurance. Within the past two (2) years, no insurance company has canceled any insurance (of any type) maintained by Target or, to the Knowledge of Target, maintained by the Predecessor Operations.

4.12 Employee Benefit Plans.

(a) Definition. As used in this Agreement, the term "Employee Benefit Plans" shall mean any pension plan, profit sharing plan, bonus plan, incentive compensation plan, stock ownership plan, stock purchase plan, stock option plan, stock appreciation plan, employee welfare plan, retirement plan, deferred compensation plan, fringe benefit program, insurance plan, severance plan, disability plan, health care plan, sick leave plan, death benefit plan, defined contribution plan, or any other plan or program to provide retirement income, fringe benefits or other benefits to former or current employees of Target or a Target Subsidiary.

(b) Existing Plans. Except for the Employee Benefit Plans of Target identified on the Disclosure Schedule (the "Existing Plans"), Target and the Target Subsidiaries do not maintain, nor are they bound by, any Employee Benefit Plan. All of the Existing Plans are, to the extent applicable, in compliance in all material respects with ERISA, the Code and all other applicable Laws. All of the Existing Plans which are intended to meet the requirements of Section 401(a) or 403(a) of the Code have been determined to be "qualified" within the meaning of the Code, and, to the Knowledge of Target, there are no facts which would adversely affect the qualified status of any of such Existing Plans. Each Existing Plan has been administered in all material respects in accordance with its terms and is in compliance in all material respects with all applicable Laws. Any Employee Benefit Plan that is not an Existing Plan that has been terminated was done so in compliance in all material respects with all applicable Laws, and, to the Knowledge of Target, there is no basis for further liability or obligation of Target pursuant to any past Employee Benefit Plan.

(c) Certain Matters. With respect to each Existing Plan which is subject to either Title IV of ERISA or Section 412 of the Code, there is no amount of unfunded benefit liabilities as defined in Section 4001(a)(18) of ERISA, there has occurred no failure to meet the minimum funding standards of Section 412 of the Code, there is no "accumulated funding deficiency" within the meaning of Section 412 of the Code, no such Existing Plan has terminated or has filed a Notice of Intent to terminate, the Pension Benefit Guaranty Corporation has not instituted proceedings to terminate any such Existing Plan and there is no outstanding liability under Section 4062 of ERISA.

(d) Prohibited Transactions; Reportable Events. To the Knowledge of Target, no prohibited transaction within the meaning of Section 4975 of the Code or Section 406 of ERISA or reportable event as described in Section 4043 of ERISA has occurred with respect to any of the Existing Plans.

(e) Multiemployer Plans. Target is not contributing to, nor has Target contributed to since September 2, 1974, any "multiemployer plan" as defined in Section 4001(a)(3) of ERISA.

(f) Claims. There are no pending, or to the Knowledge of Target, threatened claims with respect to any of the Existing Plans, other than claims for benefits arising in the ordinary course of business .

(g) Welfare Benefits. Except as set forth on the Disclosure Schedule, neither Target nor any Existing Plan provides or has any obligation to provide (or contribute to the cost of) post-retirement (or post-termination of service) welfare benefits with respect to current or former employees of Target, including without limitation post-retirement medical, dental, life insurance, severance or any similar benefit, whether provided on an insured or self-insured basis.

(h) Welfare Plans. Except as otherwise provided in this Agreement, each Existing Plan that is an "employee welfare benefit plan" as defined in ERISA may be amended or terminated at any time after the Effective Time without liability to Target.

(i) COBRA. With respect to each Existing Plan, Target has complied in all material respects with the applicable health care continuation and notice provisions of the Consolidation Omnibus Budget Reconciliation Act of 1985 and the proposed regulations thereunder, and the applicable requirements of the Family and Medical Leave Act of 1993 and the regulations thereunder.

(j) The Merger. The Merger and the consummation of the transactions contemplated by this Agreement will not entitle any current or former employee of Target or a Target S iiary to severance benefits or any other payment, except as set forth in the Disclosure Schedule, or accelerate the time of paying or vesting any benefit or right, or increase the amount of compensation due any such employee.

(k) Copies. Correct and complete copies of all Existing Plans, together with recent summary plan descriptions, have been delivered by Target to Parent.

4.13 No Violation of Law; Permits. Neither Target nor any Target Subsidiary nor any of the assets of Target nor the business of Target violate or conflict in any material respect with any Law. All material Permits or other governmental authorizations maintained or required to be maintained for the conduct of Target's business are set forth in the Disclosure Schedule.

4.14 Brokers; Expenses of Transaction. Except for fees to William Blair & Company, not exceeding $480,000 and fees to Adams, Harkness & Hill not exceeding $50,000, Target has not incurred any brokers', finders' or any similar fee in connection with the transactions contemplated by this Agreement or with respect to any Other Proposal. Target's expenses relating to the transactions contemplated by this Agreement or any Other Proposal, including without limitation, brokers', finders' or similar fees, and legal and accounting fees, shall not exceed $815,000, including the above fees.

4.15 Taxes.

(a) Tax Returns. Each of Target and the Target Subsidiaries has timely and properly filed all federal, state, local and foreign tax returns (including but not limited to income, business, franchise, sales, payroll, employee withholding and social security and unemployment) which were required to be filed. Target has paid or made adequate provision, in reserves reflected in the Target Financial Statements in accordance with generally accepted accounting principles, for the payment of all taxes (including interest and penalties) and withholding amounts owed by it or assessable against it. No material tax deficiencies have been proposed or assessed against Target or any Target Subsidiaries and there is no basis in fact for the assessment of any material tax or penalty tax against Target or any Target Subsidiaries. No issue has been raised in any prior tax audit (except for allocations of income among states) which, by application of the same or similar principles, could reasonably be expected upon a future tax audit to result in a proposed material deficiency for any period.

(b) Extensions. Neither Target nor any Target Subsidiaries has consented to any extension of the statute of limitation with respect to any open tax returns.

(c) Tax Liens. There are no tax Liens upon any property or assets of Target or any Target Subsidiary except for Liens for current taxes not yet due and payable.

(d) Delivery of Tax Returns. Target has made available, and will deliver upon request, to Parent correct and complete copies of all tax returns and reports of Target or any Target Subsidiary filed for all periods not barred by the applicable statute of limitations. No examination or audit of any tax return or report for any period not barred by the applicable statute of limitations has occurred, no such examination is in progress and, to the Knowledge of Target, no such examination or audit is planned.

(e) Employment Taxes. Target and the Target Subsidiaries have properly withheld and timely paid all withholding and employment taxes which they were required to withhold and pay relating to salaries, compensation and other amounts heretofore paid to its employees or other Persons. All Forms W-2 and 1099 required to be filed with respect thereto have been timely and properly filed.

(f) Tax Sharing Agreements. Target is not a party to any agreement relating to allocating or sharing any taxes.

(g) Excess Parachute Payments. Target is not a party to any contract that could result, on account of the Merger, separately or in the aggregate, in the payment of any "excess parachute payments" within the meaning of Section 280G of the Code.

(h) Liabilities of Other Persons. Target has no liability for taxes of any kind of any Person other than Target under any contract or under Treasury Regulations Section 1.1502-6 (or any similar provision of Law) as a transferee or successor or otherwise.

4.16 Governmental Approvals. No permission, approval, determination, consent or waiver by, or any declaration, filing or registration with, any governmental or regulatory authority is required in connection with the execution, delivery and performance of this Agreement by Target and the consummation of the Merger, except for: (a) the approvals described in Section 8.8 of this Agreement; and (b) the filing of the Articles of Merger as described in this Agreement.

4.17 No Pending Other Transactions. Except for this Agreement, Target is not a party to or bound by any agreement, undertaking or commitment with respect to an Other Transaction.

4.18 Labor Matters.

(a) Employee Claims. Except as set forth in the Disclosure Schedule, there are no pending and unresolved material claims by any Person against Target or any Target Subsidiary arising out of any statute, ordinance or regulation relating to discrimination against employees or employee practices or occupational or safety and health standards. There is no pending or, to the Knowledge of Target, threatened, labor dispute, strike or work stoppage.

(b) NLRB Matters. There is not now pending or, to the Knowledge of Target, threatened, any material charge or complaint against Target by or before the National Labor Relations Board (or similar agency in other countries) or any representative thereof, or any comparable state agency or authority. To the Knowledge of Target, no union organizing activities are in process or contemplated and no petitions have been filed for union organization or represe. ion of employees of Target not presently organized, and to the Knowledge of Target, Target has not committed any unfair labor practices which have not heretofore been corrected and fully remedied.

4.19 Professional Employee Matters.

(a) Each of the Professional Employees has signed an enforceable agreement with Target under which each such Professional Employee (i) agrees to maintain the confidentiality of Target and Target customer information; and (ii) has conveyed to Target any and all intellectual property rights such Professional Employee may have with respect to creations, inventions and other works and work product created or developed by such employee while in the employ of Target or the Target.

(b) At September 20, 2000, Target had not less than 100 Professional Employees. The names and positions of the Professional Employees at September 20, 2000 are set forth in the Disclosure Schedule.

4.20 Vote Required. The affirmative vote of the holders of a majority of the outstanding shares of Target Common Stock is the only vote of the holders of any class or series of capital stock or other securities of Target entitled to vote necessary to approve the Merger, this Agreement and the transactions contemplated by this Agreement.

4.21 Physical Assets. Except as set forth in the Disclosure Schedule, the Buildings and the Equipment are in good condition and repair, ordinary wear and tear excepted, and suitable for their intended purpose; the use of such assets conforms, in all material respects, with all applicable Law.

4.22 Environmental Protection.

(a) Definitions. As used in this Agreement:

(i) "Environmental Claim" shall mean any and all administrative, regulatory or judicial actions, suits, demands, demand letters, directives, claims, Liens, investigations, proceedings or notices of noncompliance or violation (written or oral) by any Person alleging potential liability (including, without limitation, potential liability for enforcement, investigatory costs, cleanup costs, governmental response costs, removal costs, remedial costs, natural resources damages, property damages, personal injuries, or penalties) arising out of, based on or resulting from: (A) the presence, or release into the environment, of any Hazardous Materials at any location, whether or not owned by Target; or (B) circumstances forming the basis of any violation or alleged violation, of any Environmental Law; or (C) any and all claims by any Person seeking damages, contribution, indemnification, cost, recovery, compensation or injunctive relief resulting from the presence or Release of any Hazardous Materials.

(ii) "Environmental Laws" shall mean all federal, state, local or foreign statute, Law, rule, ordinance, code, enforceable policy, rule of common law and regulations relating to pollution or protection of human health or the environment (including, without limitation, ambient air, surface water, ground water, land surface or subsurface strata), including,

without limitation, Laws and regulations relating to Releases or threatened Releases of Hazardous Materials, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials.

(iii) "Hazardous Materials" shall mean: (A) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, and transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls (PCBs) and radon gas; and (B) any chemicals, materials or substances which are now defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," or words of similar import, under any Environmental Law; and (C) any other chemical, material, substance or waste, exposure to which is now prohibited, limited or regulated by any governmental authority.

(iv) "Release" shall mean any release, spill, emission, leaking, injection, deposit, disposal, discharge, dispersal, leaching or migration into the atmosphere, soil, surface water, groundwater or property which would be likely to result in an Environmental Claim.

(b) Environmental Laws. Each of Target and the Target Subsidiaries (i) is in compliance in all material respects with all applicable Environmental Laws; and (ii) has not received any written communication from a governmental authority that alleges that it is not in compliance with applicable Environmental Laws.

(c) Environmental Permits. Each of Target and the Target Subsidiaries has obtained all material environmental, health and safety permits and governmental authorizations (collectively, the "Environmental Permits") necessary for its operations, and all such permits are in good standing and it is in material compliance with all terms and conditions of the Environmental Permits..

(d) Environmental Claims. There is no Environmental Claim pending or, to the Knowledge of Target, threatened, against Target or any Target Subsidiary or against any Person whose liability for any Environmental Claim Target has or may have retained or assumed either contractually or by operation of Law, or against any real or personal property or operations which Target or any Target Subsidiary owns, leases or manages.

(e) Hazardous Materials. To the Knowledge of Target, there have been no Releases of any Hazardous Material by Target or by any Person on real property owned, used, leased or operated by Target or any Target Subsidiary.

(f) Owned Properties. To the Knowledge of Target, no real property at any time owned, operated, used or controlled by Target or any Target Subsidiary is currently listed on the National Priorities List promulgated under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), or on any comparable state

list, and Target has not received any written notice from any Person of potential or actual liability or a request for information from any Person under or relating to CERCLA or any comparable state or local Law.

(g) Off-Site Properties. To the Knowledge of Target, no off-site location at which Target or any Target Subsidiary has disposed or arranged for the disposal of any waste is listed on the National Priorities List or on any comparable state list and neither Target nor any Target Subsidiary has not received any written notice from any Person with respect to any off-site location, of potential or actual liability or a written request for information from any Person under or relating to CERCLA or any comparable state or local Law.

(h) Reports. The Disclosure Schedule sets forth each third party report or investigation concerning the status under, or compliance with, Environmental Laws relating to the Facilities, the Target's business or the Predecessor Business within the past 10 years and that are in the possession of Target or any Target Subsidiary, or held on their behalf by their counsel or other representatives. Parent has been provided true and complete copies of all such reports cited in the Disclosure Schedule.

4.23 [Unused].

4.24 Customers. Since December 31, 1999, except as set forth in the Disclosure Schedule, Target has not experienced any loss of customer relationships with any customers which, individually or in the aggregate, represented more than 5% of the Predecessor Operations' net sales in its fiscal year ended December 31, 1999, nor has Target received any notice from any such customers of their intent to terminate their business with Target. Except as set forth in the Disclosure Schedule, to the Knowledge of Target, there are no factors, financial or otherwise, which would inhibit the ability of any customer of Target which represented 5% or more of the net sales of Target during the year ended December 31, 1999 to continue to do business with Target or to comply with such customer's obligations under any agreement with Target.

4.25 Real Estate. The Disclosure Schedule includes the street address of the Real Estate, and Target or a Target Subsidiary is in quiet possession of the Facilities under its Leases. Neither Target nor any Target Subsidiary owns, and has never owned, any real estate, buildings or portions thereof. To the Knowledge of Target, the Real Estate: (a) is not subject to any leases or tenancies of any kind other than the Leases; (b) is not in the possession of any adverse possessors; (c) has direct access to and from a public road or street which is sufficient for the current operation of the business conducted therein; (d) is used in a manner which is consistent with applicable Law; (e) is, and has been since the date of possession thereof by Target or a Target Subsidiary, in the peaceful possession of Target or a Target Subsidiary; (f) is served by all water, sewer, electrical, telephone, drainage and other utilities as is currently required for the current operation of the Facilities; (g) is not located in an area designated as a flood plain or wetland; (h) is not currently subject to any special assessment; (i) is not subject to any zoning, ordinance, decrees or other similar laws or regulations which would restrict or prohibit Target or a Target subsidiary or Parent from continuing the operations presently conducted thereon by Target or a

Target Subsidiary; (j) is not subject to any interest of any person under a contract, option or other agreement other than the Lease; and (k) is not subject to any presently pending condemnation proceedings, nor, to Target's knowledge, are any such proceedings threatened. The Real Estate and the use thereof conforms in all material respects with all applicable ordinances, regulations and building, zoning and other Laws. Target has not received any written information or written notice of any increase in the assessed value of the Real Estate from any tax assessing authority which would increase the estimated real estate taxes for the Real Estate or notice of any written assessment affecting the Real Estate.

4.26 Accounts. All accounts and notes receivable of Target and the Target Subsidiaries have arisen from bona fide transactions by Target in the ordinary course of business and, to the extent not previously collected, are fully collectible, subject to reserves as set forth in the Target Financial Statements. None of such receivables is or will be at the Effective Time subject to any counterclaim or set off.

4.27 Unemployment Compensation. Target and the Target Subsidiaries have made all required payments to its unemployment compensation reserve accounts related to the Employees with the appropriate governmental departments. Except as set forth in the Disclosure Schedule, all such unemployment compensation accounts have positive balances and there are no former employees of Target receiving unemployment compensation benefits which are being currently charged against any of such accounts.

4.28 Intangible Assets. All Intangible Assets owned, licensed or used by Target or a Target Subsidiary, other than shrink-wrap licenses, are listed on the Disclosure Schedule. Except as set forth in the Disclosure Schedule, Target or a Target Subsidiary owns the entire right, title and interest in and to each of those Intangible Assets. Except as set forth in the Disclosure Schedule: (i) there are no claims, demands or proceedings instituted or pending or threatened by any Person contesting or challenging the right of Target or a Target Subsidiary to use any of the Intangible Assets; (ii) none of the Intangible Assets is invalid or unenforceable; (iii) there are no patents, copyrights or other intellectual property rights owned by a Person which Target or a Target Subsidiary is using relating to the Facility or the Purchased Assets without license to do so; and (iv) Target or a Target Subsidiary owns or possesses adequate licenses or other rights to use all patents, trademarks, trade names, copyrights or other intellectual property rights necessary to conduct its business as now conducted.

4.29 Information Supplied. None of the information supplied or to be supplied by Target for inclusion or incorporation by reference in: (a) the Registration Statement will, at the time the Registration Statement is filed with the SEC and at the time it becomes effective under the Securities Act, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; and (b) the Proxy Statement will, at the date mailed to the Target Shareholders and at the time of the Target Special Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

4.30 Disclosure. No statement of fact by Target contained in this Agreement or in the Disclosure Schedule contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained, in the light of tne circumstances under which they were made, not misleading as of the date to which it speaks.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF PARENT AND ACQUISITION

Parent and Acquisition hereby represent and warrant to Target that:

5.1 Organization.

(a) Organization. Each of the Parent Companies and Acquisition is a corporation duly and validly organized and existing under the Laws of its respective jurisdiction of incorporation and is qualified to do business as a foreign corporation and is in good standing in all other jurisdictions where the ownership or leasing of property or the conduct of its business requires qualification as a foreign corporation, except where the failure to so qualify would not have a Parent Material Adverse Effect.

(b) Corporate Power and Authority. Each of the Parent Companies and Acquisition has: (a) full corporate power and authority necessary to carry on its business as it is now conducted and to own, lease and operate its assets and properties; and (b) all material franchises, permits, licenses, approvals, authorizations and registrations necessary to carry on its business as it is now conducted and to own, lease and operate its assets and properties, except where the absence of any such franchises, permits, licenses, approvals, authorizations or registrations would not have a Parent Material Adverse Effect.

5.2 Capitalization.

(a) Capitalization of Parent. The entire authorized capital stock of Parent consists of: (i) 60,000,000 shares of Common Stock, $.01 par value, of which 37,027,070 shares were issued and outstanding on September 15, 2000; and (ii) 5,000,000 shares of Preferred Stock, $.01 par value, none of which are issued and outstanding. The Parent Company has issued, in tandem with each share of Parent Common Stock, Preferred Stock Purchase Rights, as described in Parent's Current Report on Form 8-K dated as of August 13, 1998.

(b) Authorization. All of the outstanding shares of Parent Common Stock are, and the shares of Parent Common Stock to be issued pursuant to this Agreement will be when issued: (i) duly authorized, validly issued and fully paid; and (ii) nonassessable, except as provided in Section 180.0622(2)(b) of the Wisconsin Business Corporation Law, as judicially

interpreted, which provides that shareholders of Wisconsin corporations may be assessable for certain unpaid claims for services by employees.

5.3 Authorization; Enforceability. The execution, delivery and performance of this Agreement by Parent and Acquisition and all of the documents and instruments required by this Agreement to be executed and delivered by Parent and Acquisition are within the corporate power of Parent and Acquisition and: (a) have been duly authorized by the Boards of Directors of Parent and Acquisition; and (b) have been duly authorized by all necessary corporate action by Parent and Acquisition. This Agreement is, and the other documents and instruments required by this Agreement to be executed and delivered by Parent and Acquisition will be, when executed and delivered by Parent and Acquisition, the valid and binding obligations of Parent and Acquisition, enforceable against Parent and Acquisition in accordance with their respective terms, except as the enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws generally affecting the rights of creditors and subject to general equity principles.

5.4 No Violation or Conflict. Subject to the receipt of the approvals and consents described in Section 7.7 of this Agreement, the execution, delivery and performance of this Agreement by Parent and Acquisition do not and will not conflict with or violate: (a) any Law or the Articles of Incorporation or Bylaws of any of the Parent Companies or the Articles of Incorporation or Bylaws of Acquisition; or (b) any material contract or agreement to which any of the Parent Companies or Acquisition is a party or by which any of them is bound, except where such conflict or violation would not have a Parent Material Adverse Effect.

5.5 Litigation. (a) Except as disclosed in the Parent SEC Reports filed prior to the date of this Agreement, there is no litigation, arbitration, proceeding, governmental investigation, citation or action of any kind pending or, to the Knowledge of Parent, proposed or threatened against or relating to any of the Parent Companies which, if adversely determined against any of the Parent Companies, individually or in the aggregate, would or would be reasonably likely to result in a Parent Material Adverse Effect. (b) There are no actions, suits or proceedings pending or, to the Knowledge of Parent, proposed or threatened, against any of the Parent Companies by any Person which question the legality, validity or propriety of the transactions contemplated by this Agreement.

5.6 Parent SEC Reports.

(a) Definition. As used in this Agreement, "Parent SEC Reports" shall mean all reports, registration statements, definitive proxy statements, prospectuses and amendments thereto filed by Parent with the SEC since September 30, 1999 or filed by Parent with the SEC after the date of this Agreement and prior to the Effective Time.

(b) Parent SEC Reports. The Parent SEC Reports: (i) complied or will comply, as the case may be, in all material respects with the then applicable requirements of the Exchange Act and the Securities Act, as the case may be, and the rules and regulations of the

SEC issued thereunder; and (ii) did not or will not, as the case may be, contain as of their respective filing dates any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(c) Financial Statements. The audited consolidated financial statements and unaudited consolidated interim financial statements of Parent included in the Parent SEC Reports have been or will be, as the case may be, prepared in accordance with generally accepted accounting principles applied on a consistent basis (except as may be indicated therein or in the notes thereto and except with respect to unaudited statements as permitted by Form 10-Q of the SEC) and fairly present the consolidated financial position of the Parent Companies as of the dates thereof and the consolidated results of their operations and changes in financial position for the periods then ended, subject, in the case of the unaudited consolidated interim financial statements, to normal year-end and audit adjustments and any other adjustments described therein.

5.7 Brokers. Neither Parent nor Acquisition has incurred any brokers', finders' or any similar fee in connection with the transactions contemplated by this Agreement.

5.8 Governmental Approvals. No permission, approval, determination, consent or waiver by, or any declaration, filing or registration with, any governmental or regulatory authority is required in connection with the execution, delivery and performance of this Agreement by Parent and Acquisition and the consummation of the Merger, except for: (a) the approvals described in Section 7.7 of this Agreement; and (b) the filing of the Articles of Merger as described in this Agreement.

5.9 Disclosure. No statement of fact by Parent or Acquisition contained in this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein, in the light of the circumstances under which they were made, not misleading as of the date to which it speaks.

5.10 Information Supplied. None of the information supplied or to be supplied by Parent for inclusion or incorporation by reference in the Registration Statement will, at the time the Registration Statement is filed with the SEC and at the time it becomes effective under the Securities Act, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading. The Registration Statement, including the Proxy Statement insofar as it constitutes the prospectus of Parent, will comply as to form in all material respects with the provisions of the Securities Act and the rules and regulations thereunder.

.11 Accounting Matters. Neither Parent nor, to the Knowledge of Parent, any of the Affiliates of Parent, has taken or agreed to take or will take any action that would prevent the Merger being accounted for as a pooling of interests for financial accounting purposes in

accordance with generally accepted accounting principles and the rules, regulations and interpretations of the SEC.

5.12 Absence of Certain Changes. Since September 30, 1999, there has not been any Parent Material Adverse Change, except as disclosed in Parent SEC Reports filed prior to the date hereof.

ARTICLE VI

CONDUCT OF BUSINESS BY TARGET PENDING THE MERGER

Except with the written consent of Parent, from and after the date of this Agreement and until the Effective Time, Target shall:

6.1 Carry on in Regular Course. Diligently carry on its business in the regular course and substantially in the same manner as heretofore and shall not make or institute any unusual or novel methods of purchase, sale, lease, management, accounting or operation.

6.2 Use of Assets. Use, operate, maintain and repair all of its assets and properties in a normal business manner.

6.3 Existing Contracts. Not do any act or omit to do any act, or permit any act or omission to act, which will cause a material breach of any of the Existing Contracts, nor enter into any contract or agreement which would be required to be disclosed as an Existing Contract.

6.4 Employment Matters. Not: (a) except as described in the Disclosure Schedule or as consistent with its normal business practices consistent with past practice, grant any increase in the rate of pay of any of its employees, directors or officers; (b) institute or amend any Employee Benefit Plan except, with prior notice to Parent, to the extent necessary to avoid disqualification of any Existing Plan intended to qualify under Section 401(a) of the Code; or (c) except as described in the Disclosure Schedule, enter into or modify any written employment agreement, arrangement or benefit with any Person.

6.5 Indebtedness. Not create, incur or assume any Indebtedness except for Indebtedness incurred in the ordinary course of business by Target consistent with past practice.

6.6 Preservation of Relationships. Use reasonable best efforts to preserve its business organization intact, to retain the services of its present officers and key employees and to preserve the goodwill of suppliers, customers, creditors and others having business relationships with it.

6.7 Compliance with Laws. Comply in all material respects with all applicable Laws.

6.8 Taxes. Timely and properly file all federal, state, local and foreign tax returns which are required to be filed, and shall pay or make provision for the payment of all taxes owed by it.

6.9 Amendments. Not amend its Articles of Incorporation or Bylaws, or any Existing Contract.

6.10 Dividends; Redemptions; Issuance of Stock. Not:

(a) (i) issue any additional shares of stock of any class (except for the reserved shares disclosed in Section 4.2(a)), or (ii) grant any warrants, options or other rights to subscribe for or acquire any additional shares of stock of any class;

(b) declare or pay any dividend or make any capital or surplus distributions of any nature; or

(c) directly or indirectly redeem purchase or otherwise acquire, recapitalize or reclassify any of its capital stock or liquidate in whole or in part, other than the return of unvested or restricted stock under the Target Purchase Plans.

6.11 No Dispositions or Acquisitions. Not: (a) sell, lease, license, encumber or otherwise dispose of, or agree to sell, lease, license, encumber or otherwise dispose of any of its assets, except in the ordinary course of business consistent with past practice; or (b) acquire, or publicly propose to acquire or agree to acquire, by merger or consolidation with, or by purchase or otherwise, an equity interest in any Person, or purchase or lease assets of any Person except in the ordinary course of business consistent with past practice.

ARTICLE VII

CONDITIONS PRECEDENT TO THE OBLIGATIONS OF PARENT AND ACQUISITION

Each and every obligation of Parent and Acquisition to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of the following express conditions precedent:

7.1 Compliance with Agreement. Target shall have performed and complied: (a) in all respects with all of its obligations under Sections 6.10 and 6.11 this Agreement which are to be performed or complied with by it prior to or on the Closing Date; and (b) in all respects with all of its other obligations under this Agreement which are to be performed or complied with by it prior to or on the Closing Date, except where the failure to perform or comply, individually or in the aggregate, would not or would not be reasonably likely to result in a Target Material Adverse Effect.

7.2 No Litigation. No suit, action or other proceeding shall be pending before any court in which the consummation of the transactions contemplated by this Agreement is restrained or enjoined.

7.3 Representations and Warranties of Target The representations and warranties made by Target in this Agreement shall be true and correct in all respects when made and as of the Closing Date with the same force and effect as though said representations and warranties had been made on the Closing Date, except where the effect of any breaches of the representations and warranties of Target made in this Agreement, individually or in the aggregate, would not or would not be reasonably likely to result in a Target Material Adverse Effect.

7.4 No Target Material Adverse Effect. During the period from the date of this Agreement to the Closing Date there shall not have occurred, and be continuing on the Closing Date, any Target Material Adverse Effect. (For purposes of this Section, "Target Material Adverse Effect" shall not include effects on "prospects" resulting from general industry, market or economic conditions.)

7.5 Approval of Target Shareholders; Articles of Merger. This Agreement, the Merger and the transactions contemplated by this Agreement shall have received the requisite approval and authorization of the Target Shareholders. The Articles of Merger shall have been executed and delivered by Target.

7.6 Closing Certificates. Target shall have delivered to Parent (a) a certificate signed on behalf of Target by the Chief Executive Officer and Chief Financial Officer of Target, dated the Closing Date, to the effect that, to the best of such officers' Knowledge, the conditions set forth in Sections 7.1 and 7.3 of this Agreement have been satisfied.; and (b) secretaries' certificate as to such Target corporate matters in connection with the Merger as Parent may reasonably request.

7.7 Governmental Approvals.

(a) Registration Statement. The Registration Statement shall have been declared effective under the Securities Act and shall not be the subject of any stop order or proceedings to effect a stop order. The Parent Common Stock issuable pursuant to the Merger shall have been registered or shall be exempt from registration or qualification under applicable state "blue sky" or securities Laws.

(b) HSR Act. All necessary requirements of the HSR Act shall have been complied with and any "waiting periods" applicable to the Merger and to the transactions described in this Agreement which are imposed by the HSR Act shall have expired prior to the Closing Date or shall have been terminated by the appropriate agency.

7.8 Pooling Opinion. Parent shall have received an opinion from PricewaterhouseCoopers LLP to the effect that the Merger qualifies for pooling-of-interests accounting treatment if consummated in accordance with this Agreement, and such related pooling opinions from Target's accountants as may be required or reasonably requested by Parent in connection therewith.

7.9 [Unused].

7.10 Employment, Escrow and Noncompetition Agreements. Each of the other parties provided therein shall have executed and delivered an Employment Agreement, an Escrow Agreement and a Noncompetition Agreement.

7.11 Leases; Consents. The landlords under the Leases shall have delivered estoppel certificates relating to Target's continuing possession of the Facilities thereunder. Parent shall have received reasonable assurance of Tyco's ability to transfer Flexible Access Licensing Agreement (FALA-98PRAE1231) to Target as contemplated by Target's settlement agreement with Tyco. Target shall have obtained the consent to the merger required from each of the other parties to any material agreement of Target which is, or is required to be, disclosed pursuant to Section 4.4 hereof.

7.12 Opinions. Parent and Target shall have received the opinion of Target's counsel, or other party reasonably qualified to give such an opinion, to the effect that transactions contemplated by this Agreement will constitute a tax-free reorganization under Section 368 of the Code. Parent shall have received the Opinion of Target's counsel.

7.13 Affiliates. All amounts due from any of the Affiliates to Target, other than employment-related expense advances in the ordinary course of business, shall have been paid in full. Parent shall have received an Affiliate Letter from each Person who is an Affiliate of Target.

7.14 Tyco. No payments shall be due from Tyco to Target or from Target to Tyco, other than payments in the ordinary course of Target's business.

7.15 Professional Employees. As of the earlier of the Closing Date or November 30, 2000, since the date hereof, not more than a total of 8 of the Professional Employees on September 20 shall have left the employ of Target or stated their intention to do so. Each of the Professional Employees shall have executed a confidentiality and inventions agreement with Target in substantially similar form and substance, and acceptable to Parent.

7.16 Dissenters. The holders of not more than 3% of the outstanding shares of Target shall have exercised dissenters' rights of appraisal under the OBCA.

ARTICLE VIII

CONDITIONS PRECEDENT TO THE OBLIGATIONS OF TARGET

Each and every obligation of Target to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of the following express conditions precedent:

8.1 Compliance with Agreement. Parent and Acquisition shall have performed and complied in all respects with all of their obligations under this Agreement which are to be performed or complied with by them prior to or on the Closing Date, except where the failure to perform or comply, individually or in the aggregate, would not or would not be reasonably likely to result in a Parent Material Adverse Effect.

8.2 No Litigation. No suit, action or other proceeding shall be pending before any court in which the consummation of the transactions contemplated by this Agreement is restrained or enjoined.

8.3 Representations and Warranties of Parent and Acquisition. The representations and warranties made by Parent and Acquisition in this Agreement shall be true and correct in all respects when made and as of the Closing Date with the same force and effect as though such representations and warranties had been made on the Closing Date, except where the effect of any breaches of the representations and warranties of Parent and Acquisition made in this Agreement, individually or in the aggregate, would not or would not be reasonably likely to result in a Parent Material Adverse Effect.

8.4 No Parent Material Adverse Effect. During the period from the date of this Agreement to the Closing Date there shall not have occurred, and be continuing on the Closing Date, any Parent Material Adverse Effect. (For purposes of this Section, "Parent Material Adverse Effect" shall not include effects on "prospects" resulting from general industry, market or economic conditions.)

8.5 Articles of Merger. The Articles of Merger shall have been executed and delivered by Acquisition.

8.6 Closing Certificate. Parent shall have delivered to Target (a) a certificate signed on behalf of Parent by the Chief Executive Officer and Chief Financial Officer of Parent, dated the Closing Date, to the effect that, to the best of such officers' knowledge, the conditions set forth in Sections 8.1 and 8.3 of this Agreement have been satisfied; and (b) secretaries' certificates of Parent and Acquisition as to such corporate matters in connection with the Merger as Target may reasonably request.

8.7 Governmental Approvals.

(a) Registration Statement. The Registration Statement shall have been declared effective under the Securities Act and shall not be the subject of any stop order or proceedings to effect a stop order. The Parent Common Stock issuable pursuant to the Merger shall have been registered or shall be exempt from registration or qualification under applicable state "blue sky" or securities Laws.

(b) HSR Act. All necessary requirements of the HSR Act shall have been complied with and any "waiting periods" applicable to the Merger and to the transactions described in this Agreement which are imposed by the HSR Act shall have expired prior to the Closing Date or shall have been terminated by the appropriate agency.

8.8 Employment, Escrow and Noncompetition Agreements. Each of the other parties provided therein shall have executed and delivered an Employment Agreement, an Escrow Agreement and a Noncompetition Agreement.

8.9 Opinions. The Shareholders shall have received the opinion of Target's counsel, or other party reasonably qualified to give such an opinion, to the effect that transactions contemplated by this Agreement will constitute a tax-free reorganization under Section 368 of the Code. Target shall have received the Opinion of Parent's Counsel.

ARTICLE IX

TERMINATION; MISCELLANEOUS

9.1 Termination. This Agreement may be terminated and the transactions contemplated by this Agreement may be abandoned at any time prior to the Closing (whether before or after approval of this Agreement by the Shareholders), as follows:

(a) by mutual written agreement of Parent and Target, duly authorized by the Boards of Directors of Parent and Target;

(b) by either Parent or Target by written notice to the other party if: (i) any court of competent jurisdiction shall have issued an order, judgment or decree permanently restraining, enjoining or otherwise prohibiting the Merger and such order, judgment or decree shall have become final and nonappealable; or (ii) if the Effective Time has not occurred on or before March 31, 2001, provided, however, that the right to terminate this Agreement under this Section 9.1(b)(ii) of this Agreement shall not be available to any party whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the failure of the Effective Time to occur on or before that date;

(c) by Parent by written notice to Target if: (i) there exists one or more breaches of the representations and warranties of Target made in this Agreement as of the date of this Agreement which breaches, individually or in the aggregate, would or would be reasonably likely to result in a Target Material Adverse Effect and such breaches shall not have been remedied within 20 calendar days after receipt by Target of written notice from Parent specifying the nature of such breaches and requesting that they be remedied; (ii) Target shall have failed to perform and comply in all respects with its agreements and covenants contained in Sections 6.10 and 6.11 of this Agreement; (iii) Target shall have failed to perform and comply in all respects with all of its other agreements and covenants contained in this Agreement and such failures to perform or comply, individually or in the aggregate, would or would be reasonably likely to result in a Target Material Adverse Effect and such failures to perform or comply shall not have been remedied within 20 calendar days after receipt by Target of written notice from Parent specifying the nature of such failures to perform or comply and requesting that they be remedied; or (iv) Target shall have convened the Target Special Meeting to vote upon the Merger and the transactions described in this Agreement and the requisite vote of the Shareholders for such proposal is not received.

(d) by Target by written notice to Parent if: (i) there exists one or more breaches of the representations and warranties of Parent made in this Agreement as of the date of this Agreement which breaches, individually or in the aggregate, would or would be reasonably likely to result in a Parent Material Adverse Effect and such breaches shall not have been remedied within 20 calendar days after receipt by Parent of written notice from Target specifying the nature of such breaches and requesting that they be remedied; or (ii) Parent shall have failed to perform and comply in all respects with all of its agreements and covenants contained in this Agreement and such failures to perform or comply, individually or in the aggregate, would or would be reasonably likely to result in a Parent Material Adverse Effect and such failures to perform or comply shall not have been remedied within 20 calendar days after receipt by Parent of written notice from Target specifying the nature of such failures to perform or comply and requesting that they be remedied.

9.2 Rights on Termination; Waiver. If this Agreement is terminated pursuant to Section 9.1 of this Agreement, all further obligations of the parties under or pursuant to this Agreement shall terminate without further liability of any party (including its directors, officers, employees, agents, legal, accounting or financial advisors or other representatives) to the others, provided that: (a) the obligations of Parent, Acquisition and Target contained in Sections 3.1, 9.2 and 9.6 of this Agreement shall survive any such termination; and (b) each party to this Agreement shall retain any and all remedies which it may have for breach of contract provided by Law based on another party's willful failure to comply with the terms of this Agreement. If any of the conditions set forth in Article VII of this Agreement have not been satisfied, Parent may nevertheless elect to proceed with the consummation of the transactions contemplated by this Agreement and if any of the conditions set forth in Article VIII of this Agreement have not been satisfied, Target may nevertheless elect to proceed with the consummation of the transactions contemplated by this Agreement. Any such election to proceed shall be evidenced by a certificate containing such waiver and, if appropriate, waiving any claims to indemnification

resulting from the other party's failure to satisfy such closing condition signed on behalf of the waiving party by an officer of that party.

9.3 Indemnity by Shareholders.

(a) Shareholders hereby indemnify and hold Parent harmless from and against and agrees to promptly defend Parent and Target from and reimburse Parent for, any and all losses, damages, costs, expenses, liabilities, obligations and claims of any kind (including, without limitation, reasonable attorneys' fees and other reasonable legal costs and expenses) which Parent and Target, may at any time suffer or incur, or become subject to, as a result of or in connection with:

(i) any breach or inaccuracy of any of the representations and warranties made by Target in or pursuant to this Agreement;

(ii) any failure by Target to carry out, perform, satisfy and discharge any of its covenants, agreements, undertakings or obligations in this Agreement or under any of the documents and materials executed or to be executed by Target pursuant to this Agreement;

(iii) the Special Indemnity Matters; and

(iv) any suit, action or other proceeding brought by any Person arising out of, or in any way related to, any of the matters referred to in Sections 9.3(a)(i), (ii) or (iii) of this Agreement.

(b) Parent shall promptly notify the Representatives of any claim, demand, action, or proceeding for which indemnification will be sought under this Section 9.3 of this Agreement and, if such claim, demand, action, or proceeding is a third party claim, demand, action, or proceeding, and (except as set forth below) if the parties agree that the Escrow Account (or applicable portion thereof) will be sufficient to fully satisfy the claim, the Representatives shall have the right (and with the use of the Escrow Account) to assume the defense thereof using counsel reasonably acceptable to Parent. The assumption of that defense by the Representatives shall constitute an admission that, subject to the limitations of this Section 9.3, such third party claim demand, action, or proceeding is an indemnifiable claim by Parent. If either (i) the subject matter of a claim relates to the ongoing business of Parent or Target (as opposed to the mere payment of money damages) and if, were the claim to be adversely decided against Target or Parent, its ongoing business would be materially adversely affected (whether or not the Escrow Account had fully satisfied the amount of such claim), or (ii) it reasonably appears to Parent, either at the time it or Target is made a defendant in or party to a claim or at any time thereafter, that the Escrow Account will not be sufficient for the full potential liability under such claim, then Target and Parent alone shall be entitled to contest and defend such claim (and, while the Representatives may participate in the contest and defense of such claim at the Representatives' sole cost and expense, Target and Parent shall have full authority to determine all actions with respect thereto, subject to the necessity of obtaining the other party's consent with respect to any

settlements). Each party defending a claim shall keep the other party informed of the progress of the claim including complying with all reasonable requests for copies of documents related to the claim and the opportunity, from time to time, to consult with counsel defending the claim. In connection with any such third party claim, demand, action, or proceeding, the parties shall cooperate with each other and provide each other with access to relevant books and records in their possession. No such third party claim, demand, action, or proceeding shall be settled without the prior written consent of the Representatives, which consent shall not be unreasonably withheld or delayed in either case. If a firm written offer is made by the third party to settle or resolve any such third party claim, demand, action or proceeding and the Representatives propose to accept such settlement and Target refuses to consent to such settlement, then: (i) the Representatives shall be excused from, and Target shall be solely responsible for, all further defense of such third party claim, demand, action or proceeding; (ii) the maximum reimbursement amount relating to such third party claim, demand, action or proceeding shall be the amount of the proposed settlement if the amount thereafter recovered from Target or Parent on such third party claim, demand, action or proceeding is greater than the amount of the proposed settlement; and (iii) Parent shall pay all attorneys' fees and legal costs and expenses incurred after rejection of such settlement, but if the amount thereafter recovered by such third party from Parent or Target is less than the amount of the proposed settlement, Parent shall also be entitled to reimbursement from the Escrow Account for such attorneys' fees and legal costs and expenses up to a maximum amount equal to the difference between the amount recovered by such third party and the amount of the proposed settlement.

(c) After the Closing, Parent's sole recourse for claims under Section 9.3(a) shall be limited to, and satisfied solely from, the Escrow Account, thereby limiting Parent's recourse for all matters in both time and amount. Any damages payable to Parent hereunder shall be paid by delivery from the Escrow Account of the equivalent value of Parent Stock (or proceeds therefrom) using the Parent Stock Value.

(d) No amount shall be payable to Parent after the Closing for any Damages unless and until the aggregate of such claims for indemnity under this Section 9.3 exceeds One Hundred Thousand Dollars ($100,000), in which case Parent shall be entitled to recover only such excess amount.

(e) Except in respect of the Special Indemnity Matters, indemnity claims under this Section 9.3 shall be limited to 10% of the total consideration issued under Section 2.8 of this Agreement. Parent shall allocate the excess of 10% available for indemnity among the various Special Indemnity Matters by notice to the Representatives prior to or at Closing.

(f) Parent expressly acknowledges and agrees that, absent fraud, upon the Closing, the indemnification provisions of this Section 9.3 shall be the sole and exclusive remedy and right to indemnity for any claims of Parent arising out of this Agreement.

9.4 Survival of Representations, Warranties and Covenants. All representations, warranties and covenants of the parties contained in this Agreement shall survive the Effective Time, to the extent provided in Section 9.3 hereof and the Escrow Agreement.

9.5 Entire Agreement; Amendment. This Agreement and the documents referred to in this Agreement and required to be delivered pursuant to this Agreement constitute the entire agreement among the parties pertaining to the subject matter of this Agreement, and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, other than the Confidentiality Agreement and the Voting Agreements, and there are no warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement, except as specifically set forth in, or contemplated by, this Agreement and in the Confidentiality Agreements. This Agreement may be amended by the parties at any time before or after approval of this Agreement by the Shareholders, except that after such approval, no amendment shall be made without the further approval of the Shareholders if any such amendment: (a) changes the Exchange Rate; or (b) materially adversely affects the rights of the Shareholders. No amendment, supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by Parent, Target and Acquisition. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

9.6 Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement shall be paid by the party incurring such expenses, except that Parent shall pay the filing fee relating to the filing required by the HSR Act and the costs of printing this proxy statement/prospectus under the Registration Statement.

9.7 Governing Law. This Agreement shall be construed and interpreted according to the Laws of the State of Wisconsin.

9.8 Assignment. Prior to the Effective Time, this Agreement shall not be assigned by any party to this Agreement except with the prior written consent of the other parties to this Agreement.

9.9 Notices. All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given at the earlier of the date when actually delivered to an officer of a party by personal delivery or telephonic facsimile transmission (receipt electronically confirmed) or when deposited in the United States mail, certified or registered mail, postage prepaid, return receipt requested, and addressed as follows, unless and until any of such parties notifies the others in accordance with this Section of a change of address:

If to Parent or Acquisition:	Parent Corp. Attention: Joseph D. Kaufman 55 Jewelers Park Drive P.O. Box 156 Neenah WI 54956 Fax No.: 920/751-3234
with a copy to:	Quarles & Brady LLP Attention: Kenneth V. Hallett 411 E. Wisconsin Avenue Milwaukee, WI 53202-4497 Fax No: 414/271-3552
If to Target:	Target Corporation Attention: Matthew Bergeron Suite 100 7245 NW Evergreen Parkway Hillsboro, OR 97124 Fax No: 503/531-2051
with a copy to:	Stoel Rives LLP Attention: Robert Moorman 900 SW Fifth Avenue, Suite 2600 Portland, OR 97204 Fax No: 503/220-2480

9.10 Counterparts; Headings. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Agreement. The Table of Contents and Article and Section headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

9.11 Interpretation. Unless the context requires otherwise, all words used in this Agreement in the singular number shall extend to and include the plural, all words in the plural number shall extend to and include the singular, and all words in any gender shall extend to and include all genders. The language used in this Agreement shall be deemed to be language chosen by the parties to this Agreement to express their mutual intent. In the event an ambiguity or question of intent or interpretation arises concerning the language of this Agreement, this Agreement shall be construed as if drafted jointly by the parties to this Agreement and no presumption or burden of proof will arise favoring or disfavoring any party to this Agreement by virtue of the authorship of any of the provisions of this Agreement.

9.12 Severability. If any provision, clause, or part of this Agreement, or the application thereof under certain circumstances, is held invalid, the remainder of this Agreement,

or the application of such provision, clause or part under other circumstances, shall not be affected thereby unless such invalidity materially impairs the ability of the parties to consummate the transactions contemplated by this Agreement.

9.13 Specific Performance. The parties agree that the assets and business of Target as a going concern and the Parent Common Stock constitute unique property. There is no adequate remedy at Law for the damage which any party might sustain for failure of the other parties to consummate the Merger and the transactions contemplated by this Agreement, and accordingly, each party shall be entitled, at its option, to the remedy of specific performance to enforce the Merger pursuant to this Agreement.

9.14 No Reliance. Except for the parties to this Agreement, and any assignees permitted by Section 9.8 of this Agreement: (a) no Person is entitled to rely on any of the representations, warranties and agreements of the parties contained in this Agreement; and (b) the parties assume no liability to any Person because of any reliance on the representations, warranties and agreements of the parties contained in this Agreement.

9.15 Exhibits and Disclosure Schedule. All capitalized terms used in any Exhibit to this Agreement or in the Disclosure Schedule shall have the definitions specified in this Agreement.

9.16 Further Assurances. If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Corporation with full right, title and possession to all assets, properties, rights, privileges, powers and franchises of either Acquisition or Target, the officers of the Surviving Corporation are fully authorized to take any such action in the name of Acquisition or Target.

IN WITNESS WHEREOF, the parties have caused this Agreement and Plan of Merger to be duly executed as of the day and year first above written.

PLEXUS CORP.

By _____
John L. Nussbaum, President and
Chief Operating Officer

e2E CORPORATION

By _____

CASEY JONES CORP.

By _____
John L. Nussbaum, President

#717920-80

IN WITNESS WHEREOF, the parties have caused this Agreement and Plan of Merger to be duly executed as of the day and year first above written.

PLEXUS CORP.

By_____
John L. Nussbaum, President and
Chief Operating Officer

e2E CORPORATION

By_____
Matthew Bergeron, President and CEO

CASEY JONES CORP.

By_____
John L. Nussbaum, President