

FILE NO. 127069-17

ARTICLES OF MERGER

OF

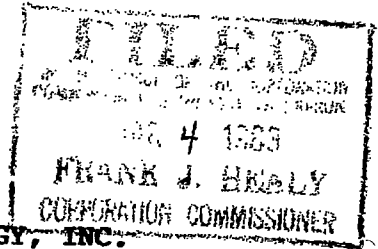
FLIR SYSTEMS, INC. and INFRARED TECHNOLOGY, INC.

with

FLIR SYSTEMS, INC.

as

Surviving Corporation



Pursuant to ORS §§ 57.455-57.480, the undersigned, being respectively the President and Secretary of Flir Systems, Inc., (an Oregon corporation), hereinafter the "Surviving Corporation", and the President and Secretary of Infrared Technology, Inc., (an Oregon corporation) hereby adopt in triplicate the following Articles of Merger for the purpose of merging Infrared Technology, Inc. into Flir Systems, Inc.

- (1) The names of the undersigned corporations are Flir Systems, Inc. and Infrared Technology, Inc. Both corporations are organized under the laws of the State of Oregon.
- (2) The name of the Surviving Corporation is Flir Systems, Inc., and it is to be governed by the laws of the State of Oregon.
- (3) The Agreement and Plan of Merger ("Plan") between Flir Systems, Inc. and Infrared Technology, Inc. was approved by the shareholders of each of the respective corporations in the manner prescribed by the Oregon Business Corporation Act. The Plan is attached hereto as Exhibit "A" and by this reference is incorporated herein and made a part hereof.
- (4) As to each of the undersigned corporations, the number of shares outstanding and the designation of the number of shares of each class entitled to vote as a class on such Plan are as follows:

-1-

FLIR SYSTEMS, INC.



12706917-17865851

ZIMGMER

<u>NAME OF CORPORATION</u>	<u>SHARES OUTSTANDING</u>	<u>SHARES ENTITLED TO VOTE</u>	<u>CLASS OF SHARES</u>
Infrared Technology, Inc.	37,800	37,800	Voting Common, no par value
Flir Systems, Inc.	3,000,000	3,000,000	Voting Common, no par value

- (5) Copies of the Plan were mailed to all shareholders of both corporations. The Merger was authorized by the unanimous consent of the holders of all of the outstanding voting shares of Flir Systems, Inc. effective January 31, 1983. The Merger was initially authorized by the affirmative vote of the holders of 20,204.4 voting shares of Infrared Technology, Inc. at a special shareholders meeting held on October 18, 1982. The remaining 1,057.68 shares were not voted. Subsequently, additional shares of Infrared Technology, Inc. were issued, and the holders of such shares have unanimously ratified the Merger.

IN WITNESS WHEREOF, these Articles of Merger have been signed this 3 day of Feb, 1983.

INFRARED TECHNOLOGY, INC.,  
an Oregon corporation

By:   
RICHARD W. SEARS, President

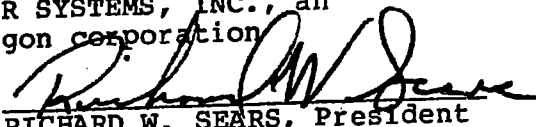
By:   
JACQUES B. NICHOLS, Secretary

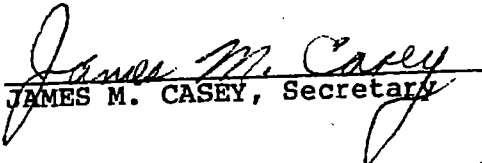
I, Richard W. Sears, declare that under the penalties of perjury that I am the President of Infrared Technology, Inc., an Oregon corporation, and that I have examined these Articles of Merger and that to the best of my knowledge and belief, they are true, correct and complete.

DATED Feb 3, 1983.

  
RICHARD W. SEARS, President


FLIR SYSTEMS, INC., an  
Oregon corporation

By:   
RICHARD W. SEARS, President

By:   
JAMES M. CASEY, Secretary

I, Richard W. Sears, declare that under the penalties of perjury that I am the President of Flir Systems, Inc., an Oregon corporation, and that I have examined these Articles of Merger and that to the best of my knowledge and belief, they are true, correct and complete.

DATED Feb 3, 1983.

  
RICHARD W. SEARS, President

**AGREEMENT AND PLAN OF MERGER**

**Between**  
**FLIR SYSTEMS, INC.**  
**(an Oregon corporation)**  
**and**  
**INFRARED TECHNOLOGY, INC.**  
**(an Oregon corporation)**  
**with**  
**FLIR SYSTEMS, INC.**  
**as**  
**Surviving Corporation**

THIS AGREEMENT AND PLAN is entered into this 3 day  
of Feb, 1983, by and between Flir Systems, Inc.,  
(an Oregon corporation), and Infrared Technology, Inc., (an  
Oregon corporation), and a majority of the directors hereof;

**W I T N E S S E T H:**

WHEREAS, Flir Systems, Inc., (hereinafter referred to as  
"Flir Systems" or the "Surviving Corporation") is a corporation  
organized and existing under the laws of the State of Oregon  
and has its principal place of business at 11830 S.W. Kerr Parkway,  
Lake Oswego, Oregon 97034; and

WHEREAS, Infrared Technology, Inc. (hereinafter referred  
to as "Infrared") is a corporation organized and existing under  
the laws of the State of Oregon and has its principal place  
of business at 11830 S.W. Kerr Parkway, Lake Oswego, Oregon  
97034; and

WHEREAS, the aggregate number of shares that Flir Systems  
is authorized to issue is 20,000,000 voting common shares, no  
par value, of which 3,000,000 shares are issued and outstanding,  
and 5,000,000 non-voting preferred shares, \$1.00 par value,  
none of which are presently issued and outstanding; and

WHEREAS, the aggregate number of shares that Infrared is  
authorized to issue is 50,000 voting common shares, no par value,  
of which 37,800 shares are issued and outstanding; and

WHEREAS, the Boards of Directors of Flir Systems and of  
Infrared, respectively, deem it advisable and to the advantage  
and welfare of the two corporate parties and the respective  
shareholders that Infrared merge with Flir Systems under and  
pursuant to the provisions of ORS §§ 57.455 through 57.480;

NOW, THEREFORE, in consideration of the mutual agreements  
herein contained, the parties hereto, in accordance with the

applicable provisions of the laws of the State of Oregon, do hereby agree as follows:

- (1) Merger. Infrared shall be merged with and into Flir Systems, and Flir Systems does hereby merge Infrared with and into itself. On and after the Effective Date (as hereinafter defined) of the contemplated merger;
  - (a) Flir Systems shall be the Surviving Corporation and shall continue to exist as a business corporation under the laws of the State of Oregon with all the rights and obligations of such surviving business corporation as are provided by the Oregon Business Corporation Act.
  - (b) Infrared Technology, Inc. as a business corporation, pursuant to the Oregon Business Corporation Act, shall cease to exist (except as otherwise provided for specific purposes in such Act), its property will become the property of the Surviving Corporation, and its rights, obligations, claims and interests will become those of the Surviving Corporation.
- (2) Effective Date. This Agreement and Plan of Merger shall become effective immediately upon compliance with the laws of the State of Oregon, being herein called the "Effective Date".
- (3) Authorized Capital. The authorized capital stock of the Surviving Corporation following the Effective Date shall be 20,000,000 shares of voting common stock, with no par value, and 5,000,000 shares of preferred stock, \$1.00 par value, unless and until the same is changed in accordance with the laws of the State of Oregon
- (4) Certificate and Articles of Incorporation. The Certificate and Articles of Incorporation of Flir Systems, as currently amended, shall be the Certificate and Articles of Incorporation of the Surviving Corporation following the Effective Date, except to the extent amended by the provisions hereof, unless and until the same are amended or repealed in accordance with the provisions thereof, which power to amend or repeal is hereby expressly reserved. Further, all rights or powers of whatsoever nature conferred in such Certificate and Articles of Incorporation or herein conferred upon any shareholder or director or officer of the Surviving Corporation or upon any other person whosoever are subject to the reserve power hereinabove mentioned.

- (5) By-Laws. The Restated By-Laws of Flir Systems shall be the By-Laws of the Surviving Corporation following the Effective Date, unless and until the same are amended or repealed in accordance with the provisions thereof; provided, however, that the first sentence of Article II, Section 2.1 relating to number of Directors, is hereby amended to provide as follows:

"The business affairs and property of the company shall be managed and controlled by a board of five (5) directors."

- (6) Further Assurance of Title. If, at any time, the Surviving Corporation considers or is advised that any acknowledgments or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to the Surviving Corporation any right, title or interest of Infrared held immediately prior to the Effective Date, Infrared and its proper officers and directors agree to execute and deliver all such acknowledgments and assurances in law. Further, such officers and directors agree to do all things necessary or proper to acknowledge or confirm such right, title or interest in the Surviving Corporation and agree to perform all acts necessary to carry out the purposes of this Agreement and Plan of Merger. The Surviving Corporation and the proper officers and directors thereof are fully authorized to take any and all such action in the name of Infrared or otherwise.
- (7) Directors. The directors of Flir Systems shall be the directors of the Surviving Corporation until the Effective Date, which shall be the Effective Date of the election of the first directors of the Surviving Corporation.

After the Effective Date, there shall be five directors of the Surviving Corporation. The following individuals shall be the directors of the Surviving Corporation and shall hold office until the next annual meeting of shareholders of the Surviving Corporation and until their successors are elected and qualified or until they resign or are removed from office:

<u>NAME</u>	<u>ADDRESS</u>
Richard W. Sears	11830 S.W. Kerr Parkway Lake Oswego, Oregon 97034
Dale Simmons	600 1177 - 11th Avenue, S.W. Calgary, Alberta, Canada T2R 1K9

*John*  
*June*  
*WMM*  
*cu*  
*ms*  
Victor REDEK

600. 1177. 11th Ave. S.W.  
Calgary, Alta.

Charles Wiper, Jr.

805 W. 36th Avenue  
Eugene, Oregon 97405

Marvin D. Moist

929 Country Commons  
Lake Oswego, Oregon 97034

- (8) Officers. After the Effective Date, the following individuals shall be the officers of the Surviving Corporation and shall hold office until the next meeting of the Directors of the Surviving Corporation and until their successors are appointed and qualified or until they resign or are removed from office:

<u>NAME</u>	<u>OFFICES</u>	<u>ADDRESS</u>
Richard W. Sears	President	11830 S.W. Kerr Pkwy. Lake Oswego, Oregon
James M. Casey	Vice-President Production Secretary	11830 S.W. Kerr Pkwy. Lake Oswego, Oregon
Marvin D. Moist	Vice-President - Marketing	929 Country Commons Lake Oswego, Oregon
Jack W. Talbot	Vice-President - Finance	13050 SW IRON Mtn Blvd PORTLAND, OREGON

- (9) Vacancies. If, after the Effective Date, a vacancy exists in the Board of Directors or in any of the offices of the Surviving Corporation as the same are specified above, such vacancies shall be filled in the manner provided by the Oregon Business Corporation Act and the By-Laws of the Surviving Corporation.

- (10) Conversion of Shares. At and on the Effective Date, and without any action on the part of any holder thereof, the shareholders' respective shares in Infrared shall be converted into shares of voting common stock, no par value, of the Surviving Corporation in the following amounts:

<u>Name of Shareholder</u>	<u>No. of Shares</u>
Barbara A. Bridges	69,156
Michael B. Byers	20,340
Waldon B. and Evalyn L. Byers, as tenants-in-common	61,020
James M. Casey	101,700
Peter Eising	28,476

Kristen L. Geis	69,156
Robert Hayden	50,850
Infrared Partners, a California limited partnership	124,582.5
Arnett B. Johnson	142,888.5
Richard Juergens	50,850
Charles Kessler	50,850
C. Wayne and Katherine E. Mehlenbeck, as tenants-in-common	124,582.5
Marvin D. Moist	220,350
Jacques B. Nichols	118,650
Brooks G. Ragen	12,204
Richard W. Sears	1,068,000
Jack W. Talbot	84,750
Douglas E. and Daphne E. Walwyn, as tenants-in-common	336,372.75
Robert D. and Carolyn J. Walwyn, as tenants-in-common	124,582.5
Clark Wingert	62,291.25
Charles Wiper, Jr.	162,720
Charles Wiper, III	69,156
June C. Wiper	162,720
Thomas L. Wiper	325,440
Thomas L. Wiper, Jr.	69,156
Wende E. Wiper	69,156

- (11) Exchange of Certificates and Cancellation. After the Effective Date, each shareholder of Infrared shall surrender his or her certificate(s) representing his or her shares of the Common Stock of Infrared. Upon such surrender, the Surviving Corporation shall forthwith issue a Certificate



representing the shareholder's ownership of the shares of Common Stock of the Surviving Corporation and the surrendered Certificates shall be cancelled. Until a shareholder's Certificate representing shares in Infrared has been surrendered for exchange and cancellation, such Certificate shall represent the aforementioned number of shares of the Common Stock of the Surviving Corporation without further action by the shareholder.

- (12) Rights and Liabilities of Surviving Corporation. Upon the Effective Date, the Surviving Corporation shall succeed to and possess, without further act or deed, all of the rights, privileges, powers and franchises, both public and private, and all the property, real, personal and mixed, of Infrared; all debts due to Infrared on whatever account shall be vested in the Surviving Corporation; all claims, demands, property, rights, privileges, powers and franchises and every other interest of Infrared shall be the property of the Surviving Corporation; the title of any real estate vested in Infrared shall be vested in the Surviving Corporation; all rights of creditors and all liens upon any property of Infrared shall be preserved unimpaired, only limited in lien to the property affected by such lien at the Effective Date; all debts, liabilities, obligations and duties of Infrared shall attach to the Surviving Corporation and may be enforced against it as if such debts, liabilities, obligations and duties had been incurred by the Surviving Corporation.
- (13) Service of Process on Surviving Corporation. The Surviving Corporation agrees that it may be served with process in the State of Oregon on any obligation of Infrared as well as for the enforcement of any obligation of the Surviving Corporation, including any suit or other proceeding to enforce the right of any shareholder as determined in appraisal proceedings pursuant to provisions of ORS 57.865.890.
- (14) Expenses and Appraisal Rights. The Surviving Corporation shall bear all expenses effecting this Merger and the terms of this Agreement and Plan of Merger, including amounts, if any, to which dissenting shareholders of either corporation may be entitled by reason of this Merger. Pursuant to ORS 57.865-57.890, a copy of which is attached hereto as Appendix A, the Surviving Corporation shall, within ten days after the Effective Date, remit to dissenters who have made demand for payment, the amount which the Surviving Corporation estimates to be the fair value of such dissenting shareholders' shares, with interest, if any has accrued. The procedures regarding dissenter's rights shall in all respects be governed by the provisions of ORS 57.865-57.890.

- (15) Plan of Reorganization. This Agreement and Plan of Merger constitutes a Plan of Reorganization in accordance with §368(a)(1)(A) of the Internal Revenue Code of 1954, as amended. It shall be carried out in a manner, on the terms and subject to the conditions herein set forth.
- (16) Approval. This Agreement and Plan of Merger must be approved by the shareholders of Infrared and Flir Systems in the manner prescribed by ORS 57.465 (or §57.791). If and when such required approvals are obtained, the proper officers of each corporation shall, and are hereby authorized and directed to, perform all such further acts and execute and deliver to the proper authorities for filing or recording all documents, as the same may be necessary or proper to render effective the Merger contemplated by this Agreement and Plan of Merger.
- (17) Abandonment of Plan. Notwithstanding any of the provisions of this Agreement, the Directors of Infrared or of Flir Systems at any time before or after approval by shareholders of either or both corporations, and prior to the Effective Date of the merger herein contemplated, for any reason they may deem sufficient and proper, have the power and authority to abandon and refrain from making effective the contemplated merger as set forth herein; in which case this Agreement and Plan of Merger shall thereby be cancelled and become null and void.

IN WITNESS WHEREOF, Flir Systems and Infrared have caused this Agreement and Plan of Merger to be executed in their corporate names by their respective officers and also by majorities of their Board of Directors on the day and year first hereinabove written.


FLIR SYSTEMS, INC.,  
an Oregon corporation

By: 

Richard W. Sears, President

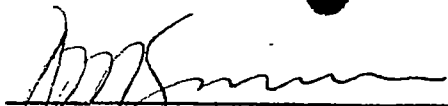
By: 


James M. Casey, Secretary

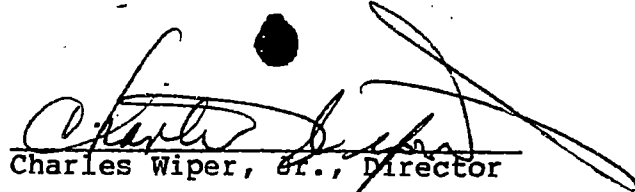
  
Richard W. Sears, Director

  
Marvin D. Moist, Director

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Dale Simmons, Director

  
Victor Rodick, Director

  
Charles Wiper, Sr., Director

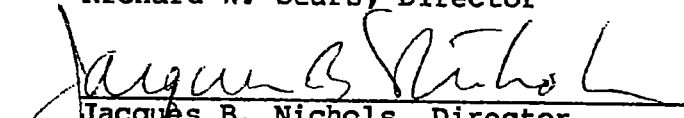
(Constituting at least a majority  
of its Directors)

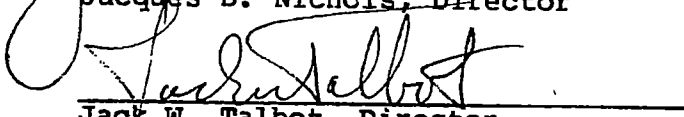
INFRARED TECHNOLOGY, INC.,  
an Oregon corporation

By:   
Richard W. Sears, President

By:   
Jacques B. Nichols, Secretary

  
Richard W. Sears, Director

  
Jacques B. Nichols, Director

  
Jack W. Talbot, Director

(Constituting at least a majority  
of its Directors)