

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32302
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

G03833

Spectrum Ranges and
Aeronautics, Inc. into
Spectrum Sciences &
Software, Inc.

EFFECTIVE DATE

11/1/98

Signature

Requested by:

Name

Date

Time

Walk-In

Will Pick Up

100002377011--7
-12/19/97--01001--008
*****35.00 *****35.00

100002377011--7
-12/19/97--01001--007
*****35.00 *****35.00

Art of Inc. File

LTD Partnership File

Foreign Corp. File

L.C. File

Fictitious Name File

Trade/Service Mark

Merger File

Art. of Amend. File

RA Resignation

Dissolution / Withdrawal

Annual Report / Reinstatement

Cert. Copy

Photo Copy

Certificate of Good Standing

Certificate of Status

Certificate of Fictitious Name

Corp Record Search

Officer Search

Fictitious Search

Fictitious Owner Search

Vehicle Search

Driving Record

UCC 1 or 3 File

UCC 11 Search

UCC 11 Retrieval

Courier

FILED
97 DEC 18 AM 11:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
97 DEC 18 PM 3:15
DIVISION OF CORPORATION

G03833

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

SPECTRUM RANGES & AERONAUTICS, INC., a Florida corporation
P95000045522

INTO

SPECTRUM SCIENCES & SOFTWARE, INC., a Florida corporation, G03833.

File date: December 18, 1997 , effective January 1, 1998

Corporate Specialist: Annette Hogan



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

December 19, 1997

CAPITAL CONNECTION, INC.

TALLAHASSEE, FL

SUBJECT: SPECTRUM SCIENCES & SOFTWARE, INC.
Ref. Number: G03833

We have received your document for SPECTRUM SCIENCES & SOFTWARE, INC. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The articles of merger must contain the provisions of the plan of merger or the plan of merger must be attached.

Please include the exhibit(s) referred to in your document.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6880.

Karen Gibson
Corporate Specialist

Letter Number: 497A00059609

RECEIVED
OFFICE OF CORPORATIONS
JAN 25 1998

Corrected

**ARTICLES OF MERGER OF
SPECTRUM RANGES AND AERONAUTICS, INC. INTO
SPECTRUM SCIENCES & SOFTWARE, INC.**

97 DEC 18 AM 11:00
FILED
SECRETARY OF STATE
TALLAHASSEE FLORIDA

Pursuant to Section 607.1105 of the Florida Statutes the undersigned corporations, Spectrum Sciences & Software, Inc., a Florida corporation, and Spectrum Ranges and Aeronautics, Inc., a Florida corporation, adopt the following Articles of Merger for the purpose of merging Spectrum Ranges and Aeronautics, Inc. into Spectrum Sciences & Software, Inc.:

EFFECTIVE DATE
11/1/98

PLAN OF MERGER

1. The Plan of Merger setting forth the terms and conditions of the merger of Spectrum Ranges and Aeronautics, Inc. into Spectrum Sciences & Software, Inc. is attached to these Articles as an exhibit and incorporated herein by reference.

ADOPTION OF PLAN

2. (a) There are 600 shares of common stock, each of \$1.00 par value of Spectrum Sciences & Software, Inc. issued and outstanding that were entitled to vote on the Plan of Merger. Six-hundred shares were voted in favor of the Plan of Merger at a meeting of the Shareholders of Spectrum Sciences & Software, Inc. held on December 16, 1997.

(b) There are 100 shares of common stock, each of \$1.00 par value of Spectrum Ranges and Aeronautics, Inc. issued and outstanding that were entitled to vote on the Plan of Merger. One-hundred shares were voted in favor of the Plan of Merger at a meeting of the Shareholders of Spectrum Ranges and Aeronautics, Inc. held on December 16, 1997.

EFFECTIVE DATE

3. The Plan of Merger shall be effective on the later of 1) the filing of these Articles with the Department of State or 2) January 1, 1998.

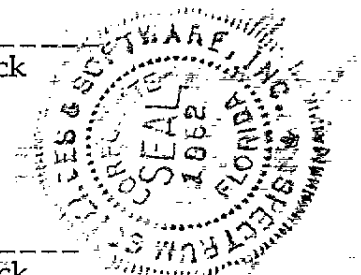
In witness whereof, each of the undersigned corporations has caused these Articles to be signed as of the 20th day of December, 1997.

Spectrum Sciences & Software, Inc.

Donal R. Myrick
By its President: Donal R. Myrick

Attest:

Donal R. Myrick
By its Secretary: Donal R. Myrick



Spectrum Ranges and Aeronautics, Inc.

Donal R. Myrick
By its President: Donal R. Myrick

Attest:

Donal R. Myrick
By its Secretary: Donal R. Myrick



"A"

PLAN AND AGREEMENT OF REORGANIZATION

by merger of
Spectrum Ranges & Aeronautics, Inc.
with and into
Spectrum Sciences & Software, Inc.
under the name of
Spectrum Sciences & Software, Inc.

This is a Plan and Agreement of Merger (Agreement) between Spectrum Ranges & Aeronautics, Inc., a Florida corporation (the Merging Corporation), and Spectrum Sciences & Software, Inc., a Florida corporation (the Surviving Corporation).

ARTICLE 1.
PLAN OF MERGER

1.01 A plan of merger of Spectrum Ranges & Aeronautics, Inc. and Spectrum Sciences & Software, Inc., pursuant to Section 607.1101 of the Florida Statutes is adopted as follows:

(a) Spectrum Ranges & Aeronautics, Inc. shall be merged with and into Spectrum Sciences & Software, Inc., to exist and be governed by the laws of the State of Florida.

(b) The name of the Surviving Corporation shall be Spectrum Sciences & Software, Inc.,

(c) When this agreement shall become effective, the separate corporate existence of Spectrum Ranges & Aeronautics, Inc. shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of Spectrum Ranges & Aeronautics, Inc. and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(d) The Surviving Corporation will carry on business with the assets of Spectrum Ranges & Aeronautics, Inc., as well as with the assets of Spectrum Sciences & Software, Inc.

(e) The shareholders of Spectrum Ranges & Aeronautics, Inc. will surrender all of their shares in the manner hereinafter set forth.

(f) The exchange for the shares of Spectrum Ranges & Aeronautics, Inc. surrendered by its shareholders, the Surviving Corporation will issue and transfer to these shareholders, on the basis set forth in Article 4 below, shares of its common stock.

(g) The shareholders of Spectrum Sciences & Software, Inc. will retain their shares as shares of the Surviving Corporation.

(h) The Article of Incorporation of Spectrum Sciences & Software, Inc., as existing on the effective date of the merger, shall continue in full force as the Articles of Incorporation of the Surviving Corporation until altered, amended, or repealed as provided in the Articles or as provided by law.

Effective Date

1.02 The effective date of the merger (Effective Date) shall be the later of (1) the date the Articles of Merger are filed with the Secretary of State or (2) January 1, 1998.

ARTICLE 2. **REPRESENTATIONS AND WARRANTIES OF CONSTITUENT** **CORPORATIONS**

Nonsurvivor

2.01 As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations under this Agreement, Spectrum Ranges & Aeronautics, Inc. represents and warrants to the Surviving Corporation as follows:

(a) Spectrum Ranges & Aeronautics, Inc. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted. Spectrum Ranges & Aeronautics, Inc. is qualified to transact business as a foreign corporation and is in good standing in all jurisdictions in which its principal properties are located and business is transacted.

(b) Spectrum Ranges & Aeronautics, Inc. has an authorized capitalization of \$1000.00, consisting of 1000 shares of common stock, each of \$1.00 par value, of which 100 shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

(c) Spectrum Ranges & Aeronautics, Inc. has furnished the Surviving Corporation with the current balance sheet of Spectrum Ranges & Aeronautics, Inc. and the related statement of income. These financial statements (i) are in accordance with the books and records of Spectrum Ranges & Aeronautics, Inc.; (ii) fairly present the financial condition of Spectrum Ranges & Aeronautics, Inc. as of those dates and the results of its operations as of and for the periods specified, all prepared in accordance with generally accepted accounting principles applied on a basis consistent with prior accounting periods; and (iii) contain and reflect, in accordance with generally accepted accounting principles consistently applied, reserves for all liabilities, losses, and costs in excess of expected receipts and all discounts and refunds for services and products already rendered or sold that are reasonably anticipated and based on events or circumstances in existence or likely to occur in the future with respect to any of the contracts or commitments of Spectrum Ranges & Aeronautics, Inc. Specifically, but not by way of limitation, the Balance Sheet discloses, in accordance with generally accepted accounting principles, all of the debts, liabilities, and obligations of any nature (whether absolute, accrued, contingent, or otherwise, and whether due to or to become due) of Spectrum Ranges & Aeronautics, Inc. at the Balance Sheet Date, and includes appropriate reserves for all taxes and other liabilities accrued or due at that date but not yet payable.

(d) All required federal, state, and local tax returns of Spectrum Ranges & Aeronautics, Inc. have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to the periods covered by the returns have been paid. Spectrum Ranges & Aeronautics, Inc. has not been delinquent in the payment of any tax or assessment.

Survivor

2.02 As a material inducement to Spectrum Ranges & Aeronautics, Inc. to execute this Agreement and perform its obligations under this Agreement, Spectrum Sciences & Software, Inc. represents and warrants to Spectrum Ranges & Aeronautics, Inc. as follows:

(a) Spectrum Sciences & Software, Inc. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted. Spectrum Sciences & Software, Inc. is qualified to transact business as a foreign corporation and is in good standing in all jurisdictions in which its principal properties are located and business is transacted.

(b) Spectrum Sciences & Software, Inc. has an authorized capitalization of \$1000.00, consisting of 1000 shares of common stock, each of \$1.00 par value, of which 600 shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

Securities Law

2.03 The parties will mutually arrange for and manage all necessary procedures under the requirements of federal and the State of Florida securities laws and the related supervisory commissions to the end that this plan is properly processed to comply with registration formalities, or to take full advantage of any appropriate exemptions from registration, and to otherwise be in accord with all antifraud restrictions in this area.

ARTICLE 3.

COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

Interim Conduct of Business; Limitations

3.01 Except as limited by this Paragraph 3.01, pending consummation of the merger, each of the constituent corporations will carry on its business in

substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with suppliers and other business contacts. Except with the prior consent in writing of Spectrum Sciences & Software, Inc., pending consummation of the merger, Spectrum Ranges & Aeronautics, Inc. shall not:

(a) Except on declaration and payment of a cash dividend on its common stock not exceeding \$1.00 per share, declare or pay any dividend or make any other distribution on its shares.

(b) Create or issue any indebtedness for borrowed money.

(c) Enter into any transaction other than those involved in carrying on its ordinary course of business.

Submission to Shareholders

3.02 This Agreement shall be submitted separately to the shareholders of both corporations in the manner provided by the law of the State of Florida for approval.

Conditions Precedent to Obligations of Spectrum Ranges & Aeronautics, Inc.

3.03 Except as may be expressly waived in writing by Spectrum Ranges & Aeronautics, Inc., all of the obligations of Spectrum Ranges & Aeronautics, Inc. under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by Spectrum Sciences & Software, Inc.:

(a) The representations and warranties made by Spectrum Sciences & Software, Inc. to Spectrum Ranges & Aeronautics, Inc. in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If Spectrum Sciences & Software, Inc. shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery

immediately to Spectrum Ranges & Aeronautics, Inc. and shall either correct the error, misstatement, or omission or obtain a written waiver from Spectrum Ranges & Aeronautics, Inc.

(b) Spectrum Sciences & Software, Inc. shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by its prior to or on the Effective Date.

(c) Spectrum Sciences & Software, Inc. shall have delivered to Spectrum Ranges & Aeronautics, Inc. an opinion of Daniel C. Perri, counsel for Spectrum Sciences & Software, Inc., dated the Effective Date, to the effect that:

- (1) Spectrum Sciences & Software, Inc. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with full corporate power to carry on the business in which it is engaged, and is legally qualified to do business as a foreign corporation in good standing in each jurisdiction where failure to qualify would materially and adversely affect the business or properties of Spectrum Sciences & Software, Inc. Spectrum Sciences & Software, Inc. has no subsidiaries.
- (2) The execution, the delivery, and the performance of this Agreement by Spectrum Sciences & Software, Inc. has been duly authorized and approved by requisite corporate action of Spectrum Sciences & Software, Inc.
- (3) This Agreement and the instruments delivered to Spectrum Ranges & Aeronautics, Inc. under this Agreement have been duly and validly executed and delivered by Spectrum Sciences & Software, Inc. and constitute the valid and binding obligations of Spectrum Sciences & Software, Inc., enforceable in accordance with their terms except as limited by the laws of bankruptcy and insolvency.

(d) Spectrum Sciences & Software, Inc. shall have delivered to Spectrum Ranges & Aeronautics, Inc. a certificate dated the Effective Date executed in its corporate name by its President or any Vice President, certifying to the satisfaction of the conditions specified in Subparagraphs (a) and (b) of this Paragraph 3.03.

(e) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

(f) All corporate and other proceedings and action taken in connection with the transactions contemplated by this Agreement and all certificates, opinions, agreements, instruments, and documents shall be satisfactory in form and substance to counsel for Spectrum Ranges & Aeronautics, Inc.

Conditions Precedent to Obligations of Spectrum Sciences & Software, Inc.

3.04 Except as may be expressly waived in writing by Spectrum Sciences & Software, Inc., all of the obligations of Spectrum Sciences & Software, Inc. under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by Spectrum Ranges & Aeronautics, Inc.:

(a) The representations and warranties made by Spectrum Ranges & Aeronautics, Inc. to Spectrum Sciences & Software, Inc. in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct. If Spectrum Ranges & Aeronautics, Inc. shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to Spectrum Sciences & Software, Inc. and shall either correct the error, misstatement, or omission or obtain a written waiver from Spectrum Sciences & Software, Inc.

(b) Spectrum Ranges & Aeronautics, Inc. shall have performed and complied with all agreements or conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) Spectrum Ranges & Aeronautics, Inc shall have delivered to Spectrum Sciences & Software, Inc. an opinion of Daniel C. Perri, counsel for Spectrum Ranges & Aeronautics, Inc., dated the Effective Date, to the effect that:

- (1) Spectrum Ranges & Aeronautics, Inc. is a corporation duly organized, validly existing, and in good standing with the laws of the State of Florida, with full corporate power to carry on the business in which it is engaged, and is legally qualified to do business as a foreign corporation in good standing in each jurisdiction where failure to qualify would materially and adversely affect the business or properties of Spectrum Ranges & Aeronautics, Inc. Spectrum Ranges & Aeronautics, Inc. has no subsidiaries.
- (2) The execution, the delivery, and the performance of this Agreement by Spectrum Ranges & Aeronautics, Inc. has been duly authorized and approved by requisite corporate action of Spectrum Ranges & Aeronautics, Inc.
- (3) This Agreement and the instruments delivered to Spectrum Sciences & Software, Inc. under this Agreement have been duly and validly executed and delivered by Spectrum Ranges & Aeronautics, Inc. and constitute the valid and binding obligations of Spectrum Ranges & Aeronautics, Inc., enforceable in accordance with their terms except as limited by the laws of bankruptcy and insolvency.

(d) Spectrum Ranges & Aeronautics, Inc. shall have delivered to Spectrum Sciences & Software, Inc. a certificate, dated the Effective Date, executed in its corporate name by the President and Secretary of Spectrum Ranges & Aeronautics, Inc. and certifying to the satisfaction of the conditions specified in Subparagraphs (a) and (b) of the Paragraph 3.04.

(e) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

ARTICLE 4.
MANNER OF CONVERTING SHARES

Manner

4.01 The holder of shares of Spectrum Ranges & Aeronautics, Inc. shall surrender their shares to the Secretary of the Surviving Corporation promptly after the Effective Date, in exchange for shares of the Surviving Corporation to which they are entitled under this Article 4.

Basis

4.02 (a) The shareholders basis of Spectrum Ranges & Aeronautics, Inc. shall be entitled to receive 100 shares of common stock, each of \$1.00 par value, being 50% percent of the total outstanding common stock of the Surviving Corporation, to be distributed on the basis of one (1) share for each share of common stock of Spectrum Ranges & Aeronautics, Inc.

Shares of Survivor

4.03 (a) The currently outstanding 600 shares of common stock of Spectrum Sciences & Software, Inc., each of \$1.00 par value, shall remain outstanding as common stock, each of \$1.00 par value, of the Surviving Corporation.

ARTICLE 5.
DIRECTORS AND OFFICERS

Directors and Officers of Survivor

5.01 (a) The present Board of Directors of Spectrum Sciences & Software, Inc. shall continue to serve as the Board of Directors of the Surviving Corporation until the next annual meeting or until their successors have been elected and qualified.

(b) If a vacancy shall exist on the Board of Directors of the Surviving Corporation on the Effective Date of the merger, the vacancy may be filled by the shareholders as provided in the bylaws of the Surviving Corporation.

(c) All persons who as of the Effective Date of the merger shall be executive officers of the Surviving Corporation shall remain as officers until the Board of Directors of the Surviving Corporation shall determine otherwise.

ARTICLE 6. **BYLAWS**

Bylaws of Survivor

6.01 The bylaws of Spectrum Sciences & Software, Inc., as existing on the Effective Date of the merger, shall continue in full force as the bylaws of the Surviving corporation until altered, amended, or repealed as provided in the bylaws or as provided by law.

ARTICLE 7. **NATURE AND SURVIVAL OF WARRANTIES AND EXPENSES OF** **NONSURVIVOR**

Nature and Survival of Representations and Warranties

7.01 All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of Spectrum Ranges & Aeronautics, Inc., Spectrum Sciences & Software, Inc., or the stockholders pursuant to this Agreement shall be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations, and warranties of the parties and the stockholders shall survive for a period of three years after the Effective Date. No inspection, examination, or audit made on behalf of the parties or the stockholders shall act as a waiver of any representation or warranty made under this Agreement.

Expenses

7.02 Spectrum Sciences & Software, Inc. shall bear those expenses incurred by it in connection with this Agreement and the transactions contemplated

by this Agreement. Spectrum Ranges and Aeronautics, Inc. shall bear those expenses incurred by it in connection with this Agreement and the transactions contemplated by this Agreement.

ARTICLE 8. **TERMINATION**

Circumstances

8.01 This Agreement may be terminated and the merger may be abandoned at any time prior to the filing of the Articles of Merger with the Secretary of State, notwithstanding the approval of the shareholders of either of the constituent corporations:

(a) By mutual consent of the Board of Directors of the constituent corporations.

(b) At the election of the Board of Directors of either constituent corporation if:

- (1) The number of shareholders of either constituent corporation, or of both, dissenting from the merger shall be so large as to make the merger, in the opinion of either Board of Directors, inadvisable or undesirable.
- (2) Any material litigation or proceeding shall be instituted or threatened against either constituent corporation, or any of its assets, that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.
- (3) Any legislation shall be enacted that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.
- (4) Between the date of this Agreement and the Effective Date, there shall have been, in the opinion of either Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either constituent corporation.

(c) At the election of the Board of Directors of Spectrum Ranges & Aeronautics, Inc. if the Commissioner of Internal Revenue shall not have ruled, in substance, that for federal income tax purposes the merger will qualify as a reorganization under Section 368(a)(1)(A) of the Internal Revenue Code and that no gain or loss will be recognized to the shareholders of Spectrum Ranges & Aeronautics, Inc. on the exchange of their common stock for stock of the Surviving Corporation.

(d) At the election of the Board of Directors of Spectrum Sciences & Software, Inc. if without the prior consent in writing of Spectrum Sciences & Software, Inc., Spectrum Ranges & Aeronautics, Inc. shall have:

- (1) Declared or paid a cash dividend on its common stock in excess of \$1.00 per share, or declared or paid any other dividend or made any other distribution on its shares.
- (2) Created or issued by indebtedness for borrowed money.
- (3) Entered into any transaction other than those involved in carrying on its business in the usual manner.

Notice of and Liability on Termination

8.02 If an election is made to terminate this Agreement and abandon the merger:

(a) The President or any Vice President of the constituent corporation whose Board of Directors has made the election shall give immediate written notice of the election to other constituent corporation.

(b) On the giving of notice as provided in Subparagraph (a), this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either constituent corporation as a result of the termination and abandonment.

ARTICLE 9.
INTERPRETATION AND ENFORCEMENT

Further Assurances

9.01 Spectrum Ranges & Aeronautics, Inc. agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. Spectrum Ranges & Aeronautics, Inc. further agrees to take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation title to and possession of all of the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

Notices

9.02 Any notice or other communication required or permitted under this Agreement shall be properly given when deposited with the United States Postal Service for transmittal by certified or registered mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, address as follows:

- (a) In the case of Spectrum Ranges & Aeronautics, Inc., to :

Robert Schmidt
242 Vickie Leigh Road
Ft. Walton Beach, FL 32547

or to such other person or address as Spectrum Ranges & Aeronautics, Inc. may from time to time request in writing.

- (b) In the case of Spectrum Sciences & Software, Inc., to :

Donal Myrick
242 Vickie Leigh Road
Ft. Walton Beach, FL 32547

or to such other person or address as Spectrum Sciences & Software, Inc. may from time to time request in writing.

Entire Agreement; Counterparts

9.03 This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

Controlling Law

9.04 The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement was executed on this 16th day of December, 1997.

Spectrum Ranges & Aeronautics, Inc.By its President: Donald R. Myers

[SEAL]

ATTEST:

Donald R. Myers
Secretary**Spectrum Sciences & Software, Inc.**By its President: Donald R. Myers

[SEAL]

ATTEST:

Donald R. Myers
Secretary