

Division of Corporations

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MERGER OR SHARE EXCHANGE

Bosev Florida, Inc.

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ARTICLES OF MERGER

Pursuant to the provisions of Section 607.1107 of the Florida Business Corporation Act (the "Act"), BOSEV, INC., a Washington corporation ("Bosev") and BOSEV FLORIDA, INC., a Florida corporation ("Bosev Florida"), approve and submit the following Articles of Merger for the purpose of merging Bosev with and into Bosev Florida under the Act (the "Merger").

1. PLAN OF MERGER

The plan of merger for the Merger within the meaning of Section 607.1101 of the Act (the "Plan of Merger") is as set forth in Exhibit A to these Articles of Merger, which is incorporated herein and made part of these Articles of Merger for all purposes.

2. EFFECTIVE TIME OF MERGER

The Merger shall become effective at 12:01 a.m. on December 18, 2006.

3. APPROVAL OF PLAN OF MERGER

In accordance with the Washington Business Corporation Act, the Plan of Merger was duly approved by the sole shareholder of Bosev pursuant to an Action by Written Consent of the Sole Shareholder in Lieu of a Meeting dated December 14, 2006.

In accordance with Section 607.1103 of the Act, the Plan of Merger was duly approved by the sole shareholder of Bosev Florida pursuant to an Action by Written Consent of the Sole Shareholder in Lieu of a Meeting dated December 14, 2006.

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**SIGNATURE PAGE TO
ARTICLES OF MERGER**

These Articles of Merger have been executed in accordance with the requirements of Section 607.0120 of the Act by the parties as of December 14, 2006.

Bosev, Inc.,
a Washington corporation

By: 

Robert E. Severson, as its President

Bosev Florida, Inc.,
a Florida corporation

By: 

Robert E. Severson, as its President

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Exhibit A

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is dated as of December 14, 2006 by and between BOSEV, INC., a Washington corporation ("Bosev"), and BOSEV FLORIDA, INC., a Florida corporation (the "Bosev Florida").

Background

Pursuant and subject to the terms and conditions of this Agreement, the Washington Business Corporation Act (the "Washington Act") and the Florida Business Corporation Act (the "Florida Act") and, collectively with the Washington Act, the "Acts"), Bosev will merge with and into Bosev Florida (the "Merger"). Each issued and outstanding share of common stock, no par value, of Bosev (the "Bosev Common Stock"), will be exchanged and converted into the right to receive one share of common stock, no par value, of Bosev Florida (the "Bosev Florida Common Stock") and each issued and outstanding share of Bosev Florida Common Stock will be cancelled, without payment of consideration, in the manner set forth in Section 4 of this Agreement, upon the terms and conditions set forth in this Agreement.

Operative Terms

The parties agree as follows:

1. **Parties to the Merger.** The name of each corporation that is a party to the Merger (collectively, the "Constituent Corporations") and the jurisdiction of formation are as follows:

Name	Jurisdiction of Formation	Entity Type	Washington Unified Business ID / Florida Document No.
Bosev, Inc.	Washington	Corporation	601 707 209
Bosev Florida, Inc.	Florida	Corporation	P06000153267

2. **Surviving Corporation.** Bosev shall be merged with into Bosev Florida, with Bosev Florida being the "surviving corporation" of the Merger within the meaning of the Acts (Bosev Florida is sometimes referred to in this Agreement as the "Surviving Corporation").

3. **Effective Time.** Bosev Florida shall cause Articles of Merger to be filed with the Secretary of State of the State of Washington and the Florida Department of State. Such Articles of Merger shall specify that the Merger shall become effective at 12:01 a.m. on December 18, 2006 (the "Effective Time").

4. **Conversion of Shares.** Upon the effectiveness of the Merger, the issued and outstanding capital stock of Bosev and Bosev Florida shall be converted as follows:

(a) At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each share Bosev Common Stock that is issued and outstanding prior to the Effective Time shall be converted into the right to receive one share of Bosev Florida Common Stock.

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(b) At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each share of Bosev Florida Common Stock that is issued and outstanding prior to the Effective Time shall automatically be canceled and retired and shall cease to be issued, without payment of any consideration therefor.

(c) From and after the effectiveness of the Merger, each holder of any of the shares of Bosev Common Stock to be converted to Bosev Florida Common Stock pursuant to this Agreement shall present and surrender to Bosev Florida the certificates representing such shares and shall, in exchange therefore, receive a certificate representing the shares of Bosev Florida Common Stock which the holder is entitled to receive under Section 4(a).

5. **No Further Ownership Rights in Bosev.** All Bosev Florida Common Stock issued in accordance with the terms of Section 4 shall be deemed to have been issued and paid in full satisfaction of all rights pertaining to the Bosev Common Stock exchanged therefor. Following the Effective Time, there shall be no further registration of transfers on the stock transfer books of Bosev of Bosev Common Stock that was issued and outstanding immediately prior to the Effective Time. If, after the Effective Time, certificates representing shares of Bosev Common Stock are presented to Bosev Florida, they shall be canceled and exchanged as provided in Section 4.

6. **Articles of Incorporation.**

(a) **Surviving Corporation Articles of Incorporation.** From and after the Effective Time, the Articles of Incorporation of the Surviving Corporation shall be the Articles of Incorporation of Bosev Florida, as amended by Section 6(b), and as they may further be altered, amended or repealed from time to time as provided in the Florida Act.

(b) **Amendment to Articles of Incorporation.** At the Effective Time, the Articles of Incorporation of Bosev Florida are amended by deleting Article I in its entirety and replacing it with the following:

"ARTICLE I. NAME

The name of the corporation is Bosev, Inc."

7. **Bylaws.** The bylaws of the Surviving Corporation shall be the Bylaws of Bosev Florida, as they may be altered, amended or repealed from time to time as provided in the Florida Act, the Articles of Incorporation of Bosev Florida or such Bylaws.

8. **Tax-Free Reorganization.** For federal income tax purposes, the parties intend that the Merger be treated as a tax-free reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended (the "Code"). This Plan of Merger constitutes a "plan of reorganization" within the meanings of Section 354 and 361 of the Code.

9. **Miscellaneous.**

(a) **Entire Agreement.** This Agreement contains the entire agreement among the parties hereto with respect to the transactions contemplated hereby and supersedes all prior arrangements or understandings, written or oral.

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(b) **Counterparts.** This Agreement may be executed in any number of counterparts by original or facsimile signature, each such counterpart shall be an original instrument, and all such counterparts together shall constitute one and the same agreement.

(c) **Governing Law.** This Agreement shall be governed by and construed in accordance with the Washington Act and the laws of the State of Florida (without regard to principles of conflicts of laws).

(d) **Pronouns.** As used herein, all pronouns shall include the masculine, feminine, neuter, singular and plural thereof whenever the context and facts require such construction.

(e) **Descriptive Headings.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this agreement.

(f) **Further Assurances.** The parties shall execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purposes of this Agreement.

[Signature Page Follows]

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**SIGNATURE PAGE TO
AGREEMENT AND PLAN OF MERGER**

Each of the parties hereto has caused this Agreement and Plan of Merger to be executed and delivered on its behalf as of the date first above written.

**Bosev, Inc.,
a Washington corporation**

By: 

Robert E. Severson, as its President

**Bosev Florida, Inc.,
a Florida corporation**

By: 

Robert E. Severson, as its President

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