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SECRETARY OF STATE  
STATE OF IDAHO

**ARTICLES OF MERGER  
OF  
PAKSENSE, LLC  
(An Idaho Limited Liability Company)  
WITH AND INTO  
PAKSENSE, INC.  
(An Idaho Corporation)**

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

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

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

**2. Plan of Merger.** A Plan of Merger dated as of May 1, 2005 (the "**Plan of Merger**") has been approved, adopted, and executed by each of the Constituent Companies in accordance with section 30-1-1103 of the IBCA and section 53-662 of the ILLCA, as applicable. The Plan of Merger is attached hereto as Exhibit A and is incorporated herein by this reference.

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

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

**4.1 Approval by Shareholders of the Corporation.**

(a) 1,000 shares of Common Stock were outstanding and entitled to vote on the Plan of Merger.

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(b) 1,000 shares of Common Stock, constituting 100% of the outstanding shares entitled to vote on the Plan of Merger, voted for the Plan of Merger and --0- shares abstained or voted against the Plan of Merger.

#### **4.2 Approval by Members of the LLC.**

(a) 100% of the outstanding Membership Units in the LLC were entitled to vote on the Plan of Merger.

(b) 95.6% of the outstanding Membership Units entitled to vote on the Plan of Merger voted for the Plan of Merger and 4.4% of the outstanding Membership Units abstained or voted against the Plan of Merger.

**5. Copy of Plan of Merger.** The executed Plan of Merger is on file at the office of the Corporation located at 10158 Prairie Road, Boise, Idaho, 83714. A copy of the Plan of Merger will be furnished by the Corporation upon request and without cost to any member or shareholder of the LLC or the Corporation, respectively.

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

\* \* \*

IN WITNESS WHEREOF, the Constituent Companies have caused these Articles of Merger to be signed by their duly authorized officers or representatives, this 1<sup>st</sup> day of ~~April~~  
May, 2005.

**PAKSENSE, LLC**, an Idaho Limited Liability Company

By: Tom Jensen  
Tom Jensen  
Manager

**PAKSENSE, INC.**, an Idaho corporation

By: Tom Jensen  
Tom Jensen  
President

## PLAN OF MERGER

This Plan of Merger (this “**Plan**”) is made as of May 1, 2005, by and between PakSense, LLC, an Idaho limited liability company (the “**LLC**”), and PakSense, Inc., an Idaho corporation (the “**Corporation**”). The LLC and the Corporation are sometimes referred to as the “**Constituent Entities**.”

### RECITALS:

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

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

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

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### AGREEMENT:

1. The Merger. At the Effective Time (as defined below) and subject to and upon the terms and conditions of this Plan of Merger and the applicable provisions of the Idaho Business Corporation Act (the “**IBCA**”) and the Idaho Limited Liability Company Act (the “**ILLCA**”), the LLC shall be merged with and into the Corporation (the “**Merger**”), the separate limited liability company existence of the LLC shall cease and the Corporation shall continue as the surviving corporation. The Corporation, as it shall exist following the Merger, is sometimes referred to herein as the “**Surviving Entity**.”

2. Effective Time. The parties hereto shall cause the Merger to be consummated by filing this Plan of Merger and appropriate Articles of Merger (the “**Articles of Merger**”) with the Secretary of State of the State of Idaho in accordance with the relevant provisions of applicable law. As used herein, the term “**Effective Time**” shall mean the time of acceptance of the Articles of Merger and this Plan of Merger by the Secretary of State of the State of Idaho.

3. Effect of the Merger on LLC and Corporation. At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of the IBCA, the ILLCA, this Plan of Merger, and the Articles of Merger. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of the LLC and the Corporation shall vest in the Surviving Entity, and all debts, liabilities, obligations, restrictions, disabilities and duties of the LLC and the Corporation shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Entity.

4. Articles of Incorporation and Bylaws. At the Effective Time, (i) the articles of incorporation of the Corporation, as in effect immediately prior to the Effective Time, shall be the articles of incorporation of the Surviving Entity (the "**Articles of Incorporation**") until thereafter amended in accordance with applicable law and such Articles of Incorporation and (ii) the bylaws of the Corporation, as in effect immediately prior to the Effective Time, shall be the bylaws of the Surviving Entity (the "**Bylaws**") until thereafter amended as provided by such Bylaws, the Articles of Incorporation and applicable law.

5. Directors and Officers. At the Effective Time, the directors and officers of the Corporation immediately prior to the Effective Time shall be the directors and officers of the Surviving Entity, each to hold office in accordance with the Articles of Incorporation and Bylaws of the Surviving Entity, until their respective successors are duly elected or appointed and qualified.

6. Effect on Outstanding Securities of the LLC. On the terms and subject to the conditions of this Plan of Merger, as of the Effective Time, by virtue of the Merger and without any action on the part of the Corporation or the LLC or any holder of any securities of the LLC, the following shall occur:

6.1 Conversion of Membership Units and Shares. At the Effective Time, 100% of the Membership Units in the LLC then outstanding and all rights in respect thereof shall be converted into, and become exchanged for 4,000,000 shares of common stock, \$0.001 par value per share, of the Corporation (the "**Merger Consideration**"), in accordance with Appendix A hereto. Each share of common stock of the Corporation that is issued and outstanding immediately prior to the Effective Time shall be cancelled without consideration.

6.2 Cancellation of Corporation Common Stock Owned By the LLC. Each share of the Corporation's common stock owned by the LLC immediately prior to the Effective Time shall be automatically cancelled and extinguished without any conversion thereof or consideration therefore and without any further action on the part of the Corporation or the LLC.

7. No Further Ownership Rights in LLC Securities. All shares of the Corporation's common stock issued in exchange for Membership Units in the LLC, in accordance with the terms hereof, shall be deemed to have been issued in full satisfaction of all rights pertaining to such Membership Units in the LLC, and there shall be no further registration of transfers on the records of the Surviving Entity of membership interests in the LLC which were outstanding immediately prior to the Effective Time.

8. Taking of Necessary Action; Further Action. If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Plan of Merger or to vest the Surviving Entity with full right, title and possession to all assets, property, rights, privileges, powers and franchises of the LLC, the officers and directors of the Surviving Entity shall be fully authorized to take, and shall take, all such lawful and necessary action.

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

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

[SIGNATURE PAGE FOLLOWS]

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

**PAKSENSE, LLC,**  
an Idaho limited liability company

By: Tom Jensen  
Tom Jensen, President

**PAKSENSE, INC.,**  
an Idaho corporation

By: Tom Jensen  
Tom Jensen, President

Appendix A

<b>Shareholder</b>	<b>No. of Common Shares</b>	<b>Ownership Percentage</b>
Tom Jensen	2,914,120	72.853%
K. Wayne DeBord	400,000	10.000%
Shyh-Nan Kan & Yao-Ling Wu	387,640	9.691%
Singatron USA, Inc.	174,440	4.351%
Jason Tang	79,120	1.978%
Kaz Lawler	42,400	1.060%
James Spencer	1,600	0.029%
David Smith	1,200	0.028%
<b>TOTAL:</b>	<b>4,000,000</b>	<b>100.000%</b>