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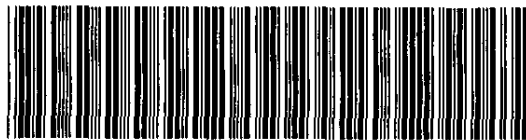
(Business Entity Name)

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06 JUN -1 AM 10:00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Melger
@ 6.1.06

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Petscript America Inc.

(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Mark P. Altieri, Esq.

(Contact Person)

Wickens, Herzer, Panza, Cook & Batista Co.

(Firm/Company)

35765 Chester Road

(Address)

Avon, OH 44011-1262

(City/State and Zip Code)

For further information concerning this matter, please call:

Mark P. Altieri, Esq.

(Name of Contact Person)

At (440) 930-8000

(Area Code & Daytime Telephone Number)

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

**WICKENS
HERZER
PANZA
COOK &
BATISTA**

Mark P. Altieri

Attorney at Law

maltieri@wickenslaw.com

Direct Dial: 440-930-8072

Main: 440-930-8000

Cleveland: 216-447-4418

Facsimile: 440-937-4466

35765 Chester Road
Avon, OH 44011-1262

May 26, 2006

Ms. Irene Albritton
Amendment Section
FLORIDA DEPARTMENT OF STATE
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

RE: Petscript America Inc.

Dear Ms. Albritton:

Enclosed please find the additional \$35.00 fee and the originally-executed Articles of Merger, per your May 16, 2006, letter to me. Please let me know if there is anything else you need to finalize this merger.

Very truly yours,

WICKENS, HERZER, PANZA, COOK & BATISTA CO.



By: Mark P. Altieri

MPA/smb
Enclosures



FLORIDA DEPARTMENT OF STATE
Division of Corporations

May 16, 2006

MARK P. ALTIERI, ESQ.
WICKENS, HERZER, PANZA, ET AL
35765 CHESTER ROAD
AVON, OH 44011-1262

SUBJECT: PETSCRIPT AMERICA INC.
Ref. Number: P06000009716

We have received your document for PETSCRIPT AMERICA INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Page 4(four) should have original signatures of the officers not a photo copy.

The fee to file articles of merger or articles of share exchange is \$35 per party to the merger or share exchange. Certified copies are optional and are \$8.75 for the first 8 pages of the document, and \$1 for each additional page, not to exceed \$52.50.

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) 245-6964.

Irene Albritton
Document Specialist

Letter Number: 406A00034429

ARTICLES OF MERGER

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act, the undersigned corporations execute these Articles of Merger.

1. The corporations which are parties to the merger are:

RxFreedom, Inc., a Florida corporation (document no. P00000006390), which is merging with and into Petscript America Inc. (document no. P06000009716), which shall be the surviving corporation.

2. The Plan of Merger is set forth in the Agreement and Plan of Merger dated April 24, 2006, which is attached hereto as Exhibit "A".
3. This merger shall be effective immediately upon the filing of these Articles of Merger with the Department of State of Florida.
4. The Agreement and Plan of Merger was approved by the shareholders of RxFreedom, Inc. on May 9, 2006, and by the shareholders of Petscript America Inc. on April 24, 2006.

RXFREEDOM, INC., a Florida corporation

By: Mark P. Altieri

Mark P. Altieri, Assistant Secretary

PETSCRIPT AMERICA INC., a Florida corporation

By: Mark P. Altieri

Mark P. Altieri, Assistant Secretary

FILED
06 JUN - 1 AM 10:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger, dated as of April 24, 2006 (the "Agreement"), is entered into by and between RXFREEDOM, INC., a Florida corporation ("RxFreedom"), and PETSCRIPT AMERICA INC., a Florida corporation ("Petscript").

RECITALS

A. RxFreedom has an aggregate authorized capital of twenty-one million (21,000,000) shares, consisting of twenty million (20,000,000) shares of common stock ("RxFreedom Common Stock"), and one million (1,000,000) shares of preferred stock, no par value per share ("RxFreedom Preferred Stock"). On the date of this Agreement, there were two million four hundred five thousand (2,405,000) shares of RxFreedom Common Stock issued and outstanding and no shares of RxFreedom Preferred Stock issued and outstanding.

B. Petscript has an aggregate authorized capital of ten million (10,000,000) shares of common stock ("Petscript Common Stock"). On the date of this Agreement, there were nine hundred sixty-two thousand (962,000) shares of Petscript Common Stock issued and outstanding.

C. The respective Boards of Directors of RxFreedom and Petscript believe that the best interests of RxFreedom and Petscript and their respective shareholders will be served by the merger of RxFreedom into Petscript under and pursuant to the provisions of this Agreement and the Florida Business Corporation Act.

AGREEMENT

In consideration of the Recitals and of the mutual agreements contained in this Agreement, the parties hereto agree as set forth below.

1. **Merger.** RxFreedom shall be merged with and into Petscript (the "Merger").
2. **Effective Date.** The Merger shall become effective immediately upon the filing of articles of merger with the Department of State of Florida in accordance with Section 607.1105 of the Florida Business Corporation Act. The time of such effectiveness is hereinafter called the "Effective Date".
3. **Surviving Corporation.** Petscript shall be the surviving corporation of the Merger and shall continue to be governed by the laws of the State of Florida. On the Effective Date, the separate corporate existence of RxFreedom shall cease.
4. **Articles of Incorporation.** The Articles of Incorporation of Petscript as they exist on the Effective Date shall be the Articles of Incorporation of Petscript following the Effective Date, unless and until the same shall thereafter be amended or repealed in accordance with the laws of the State of Florida.

5. **Bylaws.** The Bylaws of Petscript as they exist on the Effective Date shall be the Bylaws of Petscript following the Effective Date, unless and until the same shall be amended or repealed in accordance with the provisions thereof and the laws of the State of Florida.

6. **Board of Directors and Officers.** The members of the Board of Directors and the officers of Petscript immediately prior to the Effective Date shall be the members of the Board of Directors and the officers of Petscript following the Effective Date, and such persons shall serve in such offices for the terms provided by law or in the Bylaws, or until their respective successors are elected and qualified.

7. **Conversion of Outstanding RxFreedom Common Stock.** Forthwith upon the Effective Date, each issued and outstanding share of RxFreedom Common Stock and all rights in respect thereof shall be converted into one-tenth (1/10th) a fully paid and non-assessable share of Petscript Common Stock, and each certificate representing shares of RxFreedom Common Stock shall for all purposes be deemed to evidence the ownership of one-tenth (1/10th) a share of Petscript Common Stock for each share of RxFreedom Common Stock represented by such certificate. After the Effective Date, each holder of an outstanding certificate representing shares of RxFreedom Common Stock shall surrender the same to Petscript for cancellation, and each such holder shall be entitled to receive in exchange therefore a certificate(s) evidencing the ownership of one-tenth (1/10th) into number of shares of Petscript Common Stock for each share of RxFreedom Common Stock represented by the RxFreedom common stock certificate(s) surrendered to Petscript.

8. **Rights and Liabilities of Petscript.** On and after the Effective Date, and all in the manner of and as more fully set forth in Section 607.1106 of the Florida Business Corporation Act, the title to all real estate and other property, or any interest therein, owned by RxFreedom shall be vested in Petscript without reversion or impairment; Petscript shall succeed to and possess, without further act or deed, all estates, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal and mixed, of RxFreedom without reversion or impairment; Petscript shall thenceforth be responsible and liable for all the liabilities and obligations of RxFreedom; any claim existing or action or proceeding pending by or against RxFreedom may be continued as if the Merger did not occur or Petscript may be substituted for RxFreedom in the proceeding; neither the rights of creditors nor any liens upon the property of RxFreedom shall be impaired by the Merger; and Petscript shall indemnify and hold harmless the officers and directors of each of the parties hereto against all such debts, liabilities and duties and against all claims and demands arising out of the Merger.

9. **Termination.** This Agreement may be terminated and abandoned by action of the respective Boards of Directors of RxFreedom and Petscript at any time prior to the Effective Date, whether before or after approval by the shareholders of either or both of the parties hereto, for any reason.

10. **Representations and Warranties.**

The respective controlling shareholders of Petscript and RxFreedom, jointly and individually, hereby represent and warrant that the following statements shall be true and correct as of the Effective Date:

(a) Each respective corporation is duly organized, validly existing and in good standing under the laws of the State of Florida and has the requisite power and authority to own assets, to carry on its business that it has been conducting in the State of Florida, and to consummate the merger and other transactions designated in this Agreement.

(b) The execution of this Agreement and the performance of each respective corporation's obligations contained herein do not violate the terms of any agreement to which that corporation or any shareholder is bound or a party. All consents and approvals of each respective corporation's shareholders and directors and all other third-parties have been obtained in order to execute and perform this Agreement.

(c) All the RxFreedom assets shall be transferred to Petscript in their "as is" condition on the Effective Date.

(d) To the best of the knowledge of the respective controlling shareholders of Petscript and RxFreedom, no claim, cause of action, investigation, or proceeding is pending or threatened against each respective corporation or any of its employees or agents arising out of the conduct of each respective corporation.

(e) To the best of the knowledge of the respective controlling shareholders of Petscript and RxFreedom, each respective corporation has filed in accordance with applicable laws all Federal, State and local income and other tax returns which are required to be filed by and has paid all taxes which have become due pursuant to such returns and, further, there are no pending or threatened proceedings by any taxing authority which may impair each respective corporation's ability to perform its obligations hereunder.

(f) To the best of the knowledge of the respective controlling shareholders of Petscript and RxFreedom, each respective corporation is in material compliance with all laws, regulations, orders, and permits of all Federal, State and local authorities or agencies applicable to each respective corporation's business and has not received any complaint, citation or notice of violation from any governmental authority and, nothing has been threatened to the effect.

11. **Amendment.** The Boards of Directors of the parties hereto may amend this Agreement at any time prior to the Effective Date; provided that an amendment made subsequent to the approval of this Agreement by the shareholders of either of the parties hereto shall not: (a) change the amount or kind of shares, securities, cash, property or rights to be received in exchange for or on conversion of all or any of the shares of the parties hereto, (b) change any term of the Articles of Incorporation of Petscript, or (c) change any other terms or conditions of this Agreement if such change would adversely affect the holders of any capital stock of either party hereto.

12. **Registered Office.** The registered office of Petscript in the State of Florida is located at 2421 S.E. Bahia Way, Stuart, Florida 34996-1914 and Warren K. Trowbridge is the registered agent of Petscript at such address.

13. **Business Office and Mailing Address.** The principal place of business of Petscript in the State of Florida and its mailing address in the State of Florida is: 3593 S.W. Corporate Pkwy., Palm City, Florida 34990-8154.

14. **Inspection of Agreement.** Executed copies of this Agreement will be on file at Petscript's principal place of business, listed immediately above. A copy of this Agreement shall be furnished by Petscript, on request and without cost, to any shareholder of either Petscript or RxFreedom.

15. **Governing Law.** This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Florida.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to authority duly granted by their respective Board of Directors, has caused this Agreement and Plan of Merger to be executed by a duly authorized officer.

RXFREEDOM, INC.

By: 

Gerard N. Altieri, President

"RxFreedom"

PETSCRIPT AMERICA INC.

By: 

Warren K. Trowbridge, President

"Petscript"