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MERGER OR SHARE EXCHANGE

Intego Systems, Inc.

Certificate of Status	0
Certified Copy	0
Page Count	11
Estimated Charge	\$105.00

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2010 MAR -4 AM 8:00

SECRETARY OF STATE
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Corporate Filing Menu

Help

ARTICLES OF MERGER
OF
WESCOM PRODUCTS FOR HEALTHCARE, INC.
AND
WESCOM REALTY, INC.
WITH AND INTO
INTEGO SYSTEMS, INC.

FILED
10 MAR -4 PM 2:18
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Sections 607.1101 and 607.1105 of the Florida Business Corporation Act, Wescom Products for Healthcare, Inc. ("Wescom Products"), a Florida corporation, Wescom Realty, Inc. ("Wescom Realty"), a Florida corporation, and Intego Systems, Inc. ("Intego Systems"), hereby execute the following Articles of Merger:

1. The plan of merger (the "Plan of Merger") providing for the merger (the "Merger") of Wescom Products and Wescom Realty with and into Intego Systems is attached as Exhibit "A" to these Articles of Merger.

2. Intego Systems shall be the surviving corporation resulting from the Merger and shall, as a result of and as of the Effective Date of the Merger set forth in Section 6 of these Articles of Merger, continue to conduct its business under the name "Intego Systems, Inc."

3 2010. 3. The shareholders of Wescom Products unanimously adopted the Plan of Merger on March

2010. 4. The shareholders of Wescom Realty unanimously adopted the Plan of Merger on March 3

2010. 5. The shareholders of Intego Systems unanimously adopted the Plan of Merger on March 3

6. The Effective Date of the Merger shall be the date on which these Article of Merger are filed with the Florida Department of State.

IN WITNESS WHEREOF, the parties hereto have executed these Articles of Merger as of March 3
3 2010.

WESCOM PRODUCTS FOR HEALTHCARE, INC.

By: [Signature]
Charles E. Bell, Sr., Its President

WESCOM REALTY, INC.

By: [Signature]
Charles E. Bell, Sr., Its President

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INTEGO SYSTEMS, INC.

By: *Charles E. Bell, Sr.*
Charles E. Bell, Sr., Its President

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**AGREEMENT AND PLAN OF MERGER OF INTEGO SYSTEMS, INC., A
FLORIDA CORPORATION, AND WESCOM PRODUCTS FOR
HEALTHCARE, INC. AND WESCOM REALTY, INC.,
FLORIDA CORPORATIONS**

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") dated as of March 3, 2010, (the "Effective Date") is between Intego Systems, Inc., a Florida corporation, Wescom Products for Healthcare, Inc., a Florida corporation, and Wescom Realty, Inc., a Florida corporation. These entities are sometimes referred to herein as the "Constituent Corporations."

RECITALS

A. Intego Systems, Inc., Inc. is a corporation duly organized and existing under the laws of the State of Florida and has 1000 shares, \$0.00 par value, of authorized capital stock of which 1000 shares are designated Common Stock. As of the Effective Date, 100 shares of Common Stock were issued and outstanding, all of which are held by Charles E. Bell, Sr., and no shares of Preferred Stock were issued and outstanding.

B. Wescom Products for Healthcare, Inc. is a corporation duly organized and existing under the laws of the State of Florida and has 50 shares, \$10.00 par value, of authorized capital stock of which 50 shares are designated Common Stock. As of the Effective Date, 46.2427745 shares of Common Stock were issued and outstanding, of which 40 are held by Charles E. Bell, Sr., and the other 6.2427745 of which are held by Dwyer Precision Products, Inc. ("Dwyer"), and no shares of Preferred Stock were issued and outstanding.

C. Wescom Realty, Inc. is a corporation duly organized and existing under the laws of the State of Florida and has 1000 shares, \$0.00 par value, of authorized capital stock of which 1000 shares are designated Common Stock. As of the Effective Date, 100 shares of Common Stock were issued and outstanding, all of which are held by Charles E. Bell, Sr., and no shares of Preferred Stock were issued and outstanding.

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D. The Board of Directors of Wescom Products for Healthcare, Inc. has determined that, for the purpose of effecting a settlement, as set forth in the Settlement Agreement dated March 3, 2010 (the "Settlement Agreement"), it is advisable and in the best interests of Wescom Products for Healthcare, Inc. and its shareholders that Wescom Products for Healthcare, Inc. merge with and into Intego Systems, Inc. upon the terms and conditions herein provided.

E. The Board of Directors of Wescom Realty, Inc. has determined that, for the purpose of effecting a settlement, it is advisable and in the best interests of Wescom Realty, Inc. and its shareholders that Wescom Realty, Inc. merge with and into Intego Systems, Inc. upon the terms and conditions herein provided.

F. The respective Boards of Directors of Intego Systems, Inc., Wescom Products for Healthcare, Inc., and Wescom Realty, Inc. have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective shareholders and executed by the undersigned officers.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Wescom Realty, Inc., Wescom Products for Healthcare, Inc., and Intego Systems, Inc., hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

1

MERGER

1.1 Merger. In accordance with the provisions of this Agreement and the Florida Business Corporation Act, Wescom Products for Healthcare, Inc. and Wescom Realty, Inc. shall be merged with and into Intego Systems, Inc. (the "Merger"), the separate existence of Wescom Products for Healthcare, Inc. and Wescom Realty, Inc. shall cease and Intego Systems, Inc. shall survive the Merger and shall continue to be governed by the laws of the State of Florida, and Intego Systems, Inc. shall be, and is herein sometimes referred to as, the "Surviving Corporation," and the name of the Surviving Corporation shall be Intego Systems, Inc.

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1.2 Filing and Effectiveness. The Merger shall become effective when an executed Certificate of Merger or an executed, acknowledged and certified counterpart of this Agreement meeting the requirements of the Florida Business Corporation Act shall have been filed with the Secretary of State of the State of Florida. The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of the Merger."

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of Wescom Products for Healthcare, Inc. and Wescom Realty, Inc. shall cease and Intego Systems, Inc., as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by its and Wescom Products for Healthcare, Inc.'s and Wescom Realty, Inc.'s Boards of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of Wescom Products for Healthcare, Inc. and Wescom Realty, Inc. in the manner as more fully set forth in Section 607.1106 of the Florida Business Corporation Act, (iv) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of Wescom Products for Healthcare, Inc. and Wescom Realty, Inc. in the same manner as if Intego Systems, Inc. had itself incurred them, all as more fully provided under the applicable provisions of the Florida Business Corporation Act.

II

CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Articles of Incorporation. Upon the effectiveness of the Merger, the Articles of Incorporation of Intego Systems, Inc. as in effect immediately prior to the effective Date of the Merger, attached as Exhibit C to the Settlement Agreement, shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

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2.2 Bylaws. The Bylaws of Intego Systems, Inc. as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 Directors and Officers. The directors and officers of Intego Systems, Inc. immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their respective successors shall have been duly elected and qualified or until as otherwise provided by law, or the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

III

MANNER OF CONVERSION OF SECURITIES

3.1 Wescom Products for Healthcare, Inc. Common Stock. Upon the Effective Date of the Merger, each share of Wescom Products for Healthcare, Inc. Common Stock, \$10.00 par value, outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be changed and converted into and exchanged for one fully paid and nonassessable share of Common Stock, \$0.00 par value, respectively, of the Surviving Corporation. Upon the completion of the merger Dwyer shall own 6.2427745 shares of Intego Systems, Inc. common and Bell shall own 40 shares of Intego Systems, Inc. common.

3.2 Wescom Realty, Inc. Common Stock. Upon the Effective Date of the Merger, all shares of Wescom Realty, Inc. Common Stock, \$0.00 par value, outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be deemed cancelled.

3.3 Intego Systems, Inc. Common Stock. Upon the Effective Date of the Merger, all shares of Intego Systems, Inc. Common Stock, \$0.00 par value, outstanding immediately prior thereto shall, by virtue of the Merger and without

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any action by the Constituent Corporations, the holder of such shares or any other person, be deemed cancelled.

3.4 Wescom Products for Healthcare, Inc. Warrants. The parties hereto acknowledge that immediately prior hereto, Dwyer partially exercised its warrant and acquired 5.2427745 shares of Wescom Products for Healthcare, Inc. (giving Dwyer a total of 6.2427745 shares) and upon the Effective Date of the Merger, any outstanding warrants of Wescom Products for Healthcare, Inc. shall be deemed cancelled.

3.5 Exchange of Certificates. After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of Wescom Products for Healthcare, Inc. Common Stock shall surrender the same for cancellation to the transfer agent and registrar for the Common Stock of the Surviving Corporation, as exchange agent (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefore a certificate or certificates representing the number of shares of the appropriate class and series of the Surviving Corporation's capital stock into which the surrendered shares were converted as herein provided.

IV

GENERAL

4.1 Covenants of Intego Systems, Inc.. Intego Systems, Inc. covenants and agrees that it will, on or before the Effective Date of the Merger:

(a) Take such other actions as may be required by the Florida Business Corporation Act to implement the Merger as herein contemplated.

4.2. Further Assurances. From time to time, as and when required by Intego Systems, Inc. or by its successors or assigns, there shall be executed and delivered on behalf of Wescom Products for Healthcare, Inc. and Wescom Realty, Inc. such deeds and other instruments, and there shall be taken or caused to be taken by Intego Systems, Inc. and Wescom Products for Healthcare, Inc. and Wescom Realty, Inc. such further and other actions, as shall

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be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by Intego Systems, Inc. the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Wescom Products for Healthcare, Inc. and Intego Systems, Inc. and otherwise to carry out the purposes of this Agreement, and the officers and directors of Intego Systems, Inc. are fully authorized in the name and on behalf of Wescom Products for Healthcare, Inc. and Wescom Realty, Inc. or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.3 Registered Office. The registered office of the Surviving Corporation in the State of Florida is located at 5343 Bowden Road, Jacksonville, Florida 32216, County of Duval and Clifford G. Lane is the registered agent of the Surviving Corporation at such address.

4.4 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 5343 Bowden Road, Jacksonville, Florida 32216 and copies thereof will be furnished to any shareholder of either Constituent Corporation, upon request and without cost.

4.5 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 and, so far as applicable, the merger provisions of the Florida Business Corporation Act.

4.6 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement and Plan of Merger, having first been approved by resolutions of the Boards of Directors of Intego Systems, Inc., a Florida corporation, Wescom Products for Healthcare, Inc., a Florida corporation, and Wescom Realty, Inc., a Florida corporation, is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.


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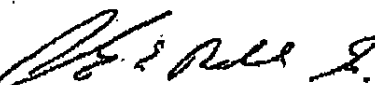
INTEGO SYSTEMS, INC.
a Florida corporation

By: 
Charles E. Bell, Sr.
President and Chief Executive Officer

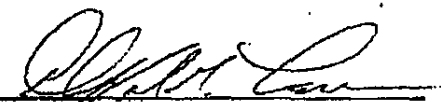
ATTEST:


Clifford G. Lane
Senior Vice President and Chief
Financial Officer

WESCOM PRODUCTS FOR HEALTHCARE, INC.
a Florida corporation

By: 
Charles E. Bell, Sr.
President and Chief Executive Officer

ATTEST:


Clifford G. Lane

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Senior Vice President and Chief
Financial Officer

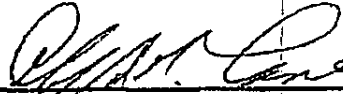
WESCOM REALTY, INC.
a Florida corporation

By:



Charles E. Bell, Sr.
President and Chief Executive Officer

ATTEST:



Clifford G. Lorie
Senior Vice President and Chief
Financial Officer

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