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NO. 806 P. 1 of 1

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MERGER OR SHARE EXCHANGE

MEDX SYSTEMS, INC.

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SECRETARY OF STATE
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ARTICLES OF MERGER
OF
MEDX, INC.
AND
MEDX SYSTEMS, INC.

The following Articles of Merger are being submitted in accordance with, and meet the requirements of, Section 607.1105 of the Florida Business Corporation Act ("FBCA") and Section 92A.200 of the Nevada Revised Statutes ("NRS").

FIRST: The name and jurisdiction of the merging corporation is: MedX, Inc., a Nevada corporation (the "Merging Corporation").

SECOND: The name, jurisdiction, and document number of the surviving corporation is: MedX Systems, Inc., a Florida corporation, bearing Document Number P09000040527 (the "Surviving Corporation").

THIRD: The address of the principal office of the surviving Corporation is 1030 N. Orange Avenue, Suite 105, Orlando Florida 32801.

FOURTH: The attached Plan of Merger meets the requirements of FBCA Section 607.1101 and NRS 92A.190.

FIFTH: The Articles of Incorporation and Bylaws of the Surviving Corporation are not being amended in connection with the Merger.

SIXTH: The terms and conditions of the Agreement and Plan of Merger were authorized and approved by the consent in writing of the Board of Directors and sole shareholder of the Merging Corporation on May 11, 2009; and by the consent in writing of the Board of Directors and sole shareholder of the Surviving Corporation on May 11, 2009.

SEVENTH: The effective date of these Articles of Merger shall be the date of filing.

EIGHTH: The Surviving Corporation hereby: (i) agrees that it may be served with process in the State of Nevada in any proceeding for the enforcement of any obligation which accrued before the merger became effective or the rights of dissenting owners of the Merging Corporation; (ii) irrevocably appoints the Nevada Secretary of State as its agent to accept service of process in any such proceeding; and (iii) agrees that it will promptly pay to the dissenting shareholders of the Merging Corporation the amount, if any, to which they shall be entitled under the provisions of the NRS 92A.300 to 92A.500, inclusive, with respect to the rights of dissenting shareholders.

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C S C

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IN WITNESS WHEREOF, the Merging Corporation and the Surviving Corporation have caused these Articles of Merger to be signed in their name and on their behalf by their authorized officers, this May 11, 2009.

MedX, Inc.

Signature: 

Printed Name: Mark Szporcia

Title: CFO

MedX Systems, Inc.

Signature: 

Printed Name: Mark Szporcia

Title: CFO

MAY 12 2009 12:03PM C S C

NO. 806 P. 4

Plan of Merger

PLAN OF MERGER

THIS PLAN OF MERGER (this "Agreement") dated as of May 11, 2009, by and between MedX, Inc., a Nevada corporation ("Nevada Inc."), and MedX Systems, Inc., a Florida corporation ("Florida Inc." also sometimes referred to herein as the "Surviving Entity").

WITNESSETH

WHEREAS, Florida Inc. is a wholly owned subsidiary of Nevada Inc., which is a wholly owned subsidiary of Welltek Incorporated, a Nevada corporation ("Welltek");

WHEREAS, the directors and sole shareholder of Nevada Inc., and the board of directors of Florida Inc. have approved the merger of Nevada Inc. into Florida Inc., in an effort to simplify the corporate structure of Welltek (the "Merger"); and

NOW THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I THE MERGER

Section 1.1 Merger and Surviving Entity.

(a) Subject to the terms and conditions of this Agreement, at the Effective Time Nevada Inc. shall be merged into Florida Inc., in accordance with the provisions of Section 607.1107 of the Florida Business Corporation Act (the "FBCA") and Section 92A.190 of the Nevada Revised Statutes (the "NRS"), and the separate existence of Nevada Inc. shall cease. Florida Inc. shall be the Surviving Entity in the Merger.

(b) The name of the Surviving Entity shall be "MedX Systems, Inc."

(c) The Articles of Incorporation and the Bylaws of Florida Inc. shall be the Articles of Incorporation and Bylaws of the Surviving Entity.

(d) The location of the Surviving Entity's principal office shall be Florida Inc.'s principal office.

Section 1.2 Effective Time of the Merger. The Merger shall become effective upon the filing of a Certificate of Merger with the Florida Secretary of State and a Certificate of Merger with the Nevada Secretary of State (the "Effective Time").

Section 1.3 Merger and Treatment of Stock. At the Effective Time, by virtue of the Merger and without any action on the part of any party:

(a) all of the issued and outstanding shares of common stock of Nevada Inc., all of which are held by a single shareholder, Welltek, shall be converted into a total of 11,500,000 shares of common stock of the Surviving Entity, and .

(b) all of the issued and outstanding shares of common stock of Florida Inc., all of which are held by a single shareholder, Nevada Inc., shall be cancelled.

As a result of the foregoing, at the Effective Time Florida Inc. will become a wholly owned subsidiary of Welltek, and Welltek will own 11,500,000 shares of Florida Inc.

Section 1.4 Closing. The closing (the "Closing") of the transactions contemplated by this Agreement shall take place at the offices of Roetzel & Andress, LPA, concurrently with the execution of this Agreement.

ARTICLE II GENERAL PROVISIONS

Section 2.1 Entire Agreement. This Agreement (including the documents and instruments to be executed in connection herewith or referred to herein) (a) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof, and (b) may not be amended except by an instrument in writing signed on behalf of each of the parties hereto and in compliance with applicable law.

Section 2.2 Waiver. Any agreement on the part of a party hereto to any such extension or waiver shall be valid if set forth in an instrument in writing signed on behalf of such party.

Section 2.3 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

Section 2.4 Governing Law. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Florida.

Section 2.5 Counterparts. This Agreement may be executed in duplicate counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and delivered as of the date first written above.

MedX, Inc.

Sole Shareholder:

Welltek Incorporated

By: Mark Szporka
Mark Szporka
Chief Financial Officer

Directors:

Mark Szporka
Mark Szporka
Randy Lubinsky
Randy Lubinsky

MedX Systems, Inc.

Directors:

Mark Szporka
Mark Szporka
Randy Lubinsky
Randy Lubinsky