

P97000048726

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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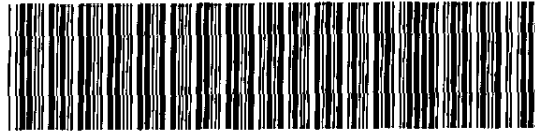
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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10/12/05

FILED
05 SEP 30 AM 10:03
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED
05 SEP 30 AM 10:01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MR
9/30/05

ARTICLES OF MERGER
(Profit Corporations)

RECORDED
10/12/05

FILED
05 SEP 30 AM 10:03
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following articles of merger are submitted in accordance with the Florida Business Corporation Act pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
GTX GLOBAL CORPORATION	NEVADA	N/A

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
GATELINX GLOBAL CORPORATION	FLORIDA	P97000048726
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 10 / 12 / 2005 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on _____.

The Plan of Merger was adopted by the board of directors of the surviving corporation on

9/28/2005 and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 9/28/2005.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on

_____ and shareholder approval was not required.

(Attach additional sheets if necessary)

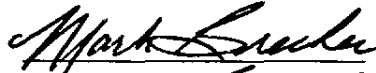
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

Typed or Printed Name of Individual & Title

GATELINX GLOBAL CORPORATION



MARK BRECHER, Secretary

GTX GLOBAL CORPORATION



MARK BRECHER, Secretary & Treasurer

Plan of Merger

This Agreement and Plan of Merger is made this September 28, 2005 between GTX Global Corporation, a Nevada corporation ("GTX") and Gatelinx Global Corporation, a Florida corporation ("GATELINX").

Recitals

GTX is a Nevada corporation. GTX is authorized to issue 75,000,000 shares of common stock, \$.001 par value, of which 0 shares are issued and outstanding as of the date of this Agreement.

GATELINX is a Florida corporation. GATELINX is authorized to issue 50,000,000 shares of common stock, of which 32,000,000 shares are presently issued and outstanding as of the date of this Agreement.

The boards of directors of GTX and GATELINX agree that it is in the best business interests of the corporations and their shareholders that GATELINX be merged into GTX, in accordance with the terms and conditions of this Agreement and Plan of Merger, in such manner that this transaction qualify as a reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1954, as amended. The principal purpose of the merger is to effect a redomicile of GATELINX to the state of Nevada.

Therefore, in consideration of the mutual covenants set forth in this Agreement and subject to the terms and conditions of this Agreement, the parties agree as follows:

1. GATELINX shall merge with and into GTX, which shall be the surviving corporation.
2. On the effective date of the merger, the separate existence of GATELINX shall cease, and GTX shall succeed to all the rights, privileges, immunities, and franchises, and all the property, real, personal or mixed of GATELINX without the necessity for any separate transfer. GTX shall thereafter be responsible and liable for all liabilities and obligations of GATELINX, and neither the rights of creditors nor any liens on the property of the absorbed corporation shall be impaired by the merger.

3. Each One (1) share of the common stock of GATELINX issued and outstanding as of the effective date of merger shall be converted into One (1) share of common stock of GTX. Upon the effective date of the merger, holders of outstanding stock of GATELINX shall surrender their shares to GTX and shall thereafter be issued new shares of GTX stock in exchange.

4. The Articles of Incorporation of GTX shall continue to be its articles of incorporation following the effective date of the merger.

5. The bylaws of GTX shall continue to be its bylaws following the effective date of merger.

6. The directors and officers of GTX on the effective date of the merger shall continue as the directors and officers of GTX for the full unexpired terms of their offices and until their successors have been elected or appointed and qualified.

7. Neither GTX nor GATELINX shall, prior to the effective date of the merger, engage in any activity or transaction other than in the ordinary course of business, except that each corporation may take all action necessary or appropriate under federal or state law to consummate this merger.

8. The effective date of this merger shall be the date when a certificate of merger is issued by the Secretary of State of the State of Nevada.

9. GATELINX hereby represents and warrants to GTX that:

(a) Organization, Good Standing and Qualification. GATELINX is a corporation duly organized, validly existing and in good standing under the laws of its respective jurisdiction of organization and has all requisite corporate or similar power and authority to own and operate its properties and assets and to carry on its business as presently conducted and is qualified to do business and is in good standing as a foreign corporation in each jurisdiction where the ownership or operation of its assets or properties or conduct of its business requires such

qualification. GATELINX has made available to GTX a complete and correct copy of its Certificate of Incorporation and Bylaws, each as amended to date.

(b) There are no liabilities or obligations (whether absolute or contingent, matured or unmatured, known or unknown) of GATELINX or any subsidiary, including but not limited to liabilities for taxes and that are not reflected, or reserved against, in GATELINX's disclosures to GTX, except for those that may have been incurred after the date hereof in the ordinary course of business.

10. GTX hereby represents and warrants to GATELINX that:

(a) Organization, Good Standing and Qualification. GTX is a corporation duly organized, validly existing and in good standing under the laws of its respective jurisdiction of organization and has all requisite corporate or similar power and authority to own and operate its properties and assets and to carry on its business as presently conducted and is qualified to do business and is in good standing as a foreign corporation in each jurisdiction where the ownership or operation of its assets or properties or conduct of its business requires such qualification. GTX has made available to GATELINX a complete and correct copy of its Certificate of Incorporation and Bylaws, each as amended to date.

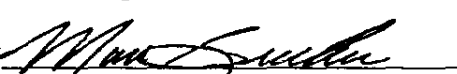
(b) There are no liabilities or obligations (whether absolute or contingent, matured or unmatured, known or unknown) of GTX or any subsidiary, including but not limited to liabilities for taxes and that are not reflected, or reserved against, in GTX's disclosures to GATELINX, except for those that may have been incurred after the date hereof in the ordinary course of business.

In witness whereof, the parties have executed this Agreement and Plan of Merger as of the date set forth above.

GTX
Global Corporation

by 
Secretary & Treasurer

Gatelinx
Global Corporation

by 
Secretary