

**WYOMING SECRETARY OF STATE
OFFICIAL RECEIPT**

Thank you for your payment!

**DO NOT PAY!
THIS IS NOT A BILL.**

Amount Paid: **\$50.00**

Receipt #: **607554**


Receipt Date: **November 30, 2010**


Processed By: **DENISE HERMAN**

Corp #: **2010-000588318**

Doc Id #: **2010-000908246**

ITEKNIK HOLDING CORPORATION
8615 Richardson Rd Ste 200
Attn: Heather Watkins
Walled Lake, MI 48390

Payment	Reference	Amount
CHECK	3023	50.00
TOTAL PAYMENT		\$50.00 

Description of Charges	Invoice #	Sec. File #	Quantity	Unit Price	Total
CFD - Corporation Filing - Domestic			1	50.00	50.00
TOTAL CHARGES PAID					\$50.00 

In Reference To:

ITEKNIK HOLDING CORPORATION

Comments:

Merger

SECRETARY OF STATE
State Capitol, 200 W. 24th St.
Cheyenne, WY 82002-0020

PAD or Billing Questions?
(307) 777-5343
SOSBilling@state.wy.us

STATE OF WYOMING
Office of the Secretary of State

I, MAX MAXFIELD, Secretary of State of the State of Wyoming, do hereby certify that the filing requirements for the issuance of this certificate have been fulfilled.

CERTIFICATE OF MERGER

iTeknik Holding Corporation (Nevada) (Unqualified Non-survivor)
Merged into ITEKNIK HOLDING CORPORATION (Wyoming) (Qualified Survivor)

I have affixed hereto the Great Seal of the State of Wyoming and duly executed this official certificate at Cheyenne, Wyoming on this **30th** day of **November, 2010**.



Filed Date: 11/30/2010

Max Maxfield

Secretary of State

By: _____ Denise Herman

Articles of Merger
of
iTeknik Holding Corporation, a Nevada Corporation
into
iTeknik Holding Corporation, a Wyoming Corporation


The following is a summary of the full Agreement and Plan of Merger.

Pursuant to the provisions of the *Wyoming Business Corporation Act*, the undersigned corporations have adopted the following articles of merger:


1. The Plan of Merger is as follows: Iteknik Holding Corporation, a Nevada corporation ("Iteknik Nevada"), will merge with and into Iteknik Holding Corporation, a Wyoming corporation ("Iteknik Wyoming") and wholly-owned subsidiary of Iteknik Nevada, with Iteknik Wyoming as the surviving corporation, the terms and conditions of which are set out in an Agreement and Plan of Merger dated November 2, 2010 (the "Merger Agreement"), between Iteknik Nevada and Iteknik Wyoming (the "Merger"). The Articles of Incorporation of Iteknik Wyoming will be the Articles of Incorporation of the Surviving Corporation.
2. The Merger Agreement was adopted by Iteknik Wyoming by consent of its shareholders by a resolution dated November 2, 2010. In accordance with the *Wyoming Business Corporation Act*, the number of the shares cast in favor of adopting the Merger Agreement was sufficient for approval of the Merger by all of the voting groups of Iteknik Wyoming.
3. At a special meeting of the shareholders of Iteknik Nevada, held on November 2, 2010 (the "Meeting"), the holders of Iteknik Nevada's 501,935, par value \$0.001 shares of preferred stock per share (converted at a ration of 100 for 1) (the "Shares") voted for or against the adoption of the Merger Agreement at the Meeting.
4. At the Meeting, 501,935 votes, representing 56% of the Shares were cast in favor of adopting the Merger Agreement. In accordance with the *Nevada Business Corporation Act*, the number of the Shares cast in favor of adopting the Merger Agreement was sufficient for approval of the Merger by all of the voting groups of Iteknik Nevada.
5. All entities party to the Merger Agreement have complied with the laws of their respective jurisdiction of organization concerning the Merger.

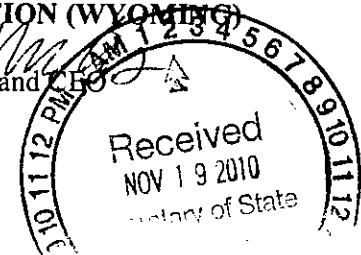
The full Agreement and Plan of Merger is attached along with the proper signatures.

ITEKNIK HOLDING CORPORATION (NEVADA)


By: Frederick W. Wicks, Chairman and CEO
Date: 11-2-2010

ITEKNIK HOLDING CORPORATION (WYOMING)


By: Frederick W. Wicks, Chairman and CEO
Date: 11-2-2010



AGREEMENT AND PLAN OF MERGER

(a) AGREEMENT AND PLAN OF MERGER, dated as of November 2, 2010 (the "Agreement"), between iTeknik Holding Corporation, a Nevada corporation (the "Corporation"), and iTeknik Holding Corporation, a Wyoming corporation (the "Subsidiary").

WITNESSETH:

WHEREAS, the Subsidiary desires to acquire all the assets, and to assume all of the liabilities and obligations, of the Corporation by means of a merger of the Corporation with and into the Subsidiary, with the Subsidiary being the surviving corporation (the "Merger");

WHEREAS, the Subsidiary is a wholly-owned subsidiary of the Corporation;

WHEREAS, Section 92A.200 of the Nevada Revised Statutes ("Nevada Law") and Section 17-10-236 of the Wyoming Statutes (the "WGCL"), authorize the merger of a Nevada corporation into a Wyoming corporation;

WHEREAS, the Subsidiary shall be the surviving entity (the "Surviving Corporation") and continue its existence as a Wyoming corporation; and

NOW THEREFORE, the parties hereto hereby agree as follows:

ARTICLE II THE MERGER

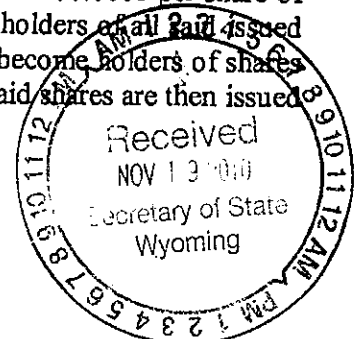
SECTION 2.01. The Merger.

(a) At the Effective Time (as defined below), the Corporation shall be merged, the separate existence of the Corporation shall cease and the Surviving Corporation shall be the surviving entity and continue its existence as a Wyoming corporation.

(b) The Merger shall become effective on the date that a Certificate of Ownership and Merger with respect to the Merger, substantially in the form attached hereto as Exhibit A, is accepted for filing by the Office of the Secretary of State of Wyoming (the "Effective Time") and all other filings or recordings required by the Nevada Revised Statutes and the Wyoming Statutes in connection with the Merger are made.

SECTION 2.02. Merger Consideration.

At the Effective Time, each share of common stock, par value \$0.0001 per share of the Corporation which shall be issued and outstanding immediately prior to the Effective Time shall be converted into one (1) issued and outstanding common share, par value \$0.0001 per share of the Surviving Corporation, and from and after the Effective Time, the holders of all ~~shares~~ issued and outstanding shares of stock of the Corporation shall automatically become holders of shares of the Surviving Corporation, whether or not certificates representing said shares are then issued and delivered.



ARTICLE III
THE SURVIVING CORPORATION

SECTION 3.01. Bylaws; Certificate of Incorporation. The certificate of incorporation of the Subsidiary, as in effect immediately prior to the Effective Time, shall be the certificate of incorporation of the Surviving Corporation except as set forth in SECTION 3.01 (b) below. The Bylaws of the Subsidiary as in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation unless and until thereafter amended in accordance with applicable law.

(a) At the Effective Time the name of the Surviving Corporation shall be iTeknik Holding Corporation, a Wyoming corporation.

(b) The capitalization of the Surviving Corporation shall be as follows:

(i) The Surviving Corporation shall be authorized to issue 50,000,000,000 shares of common shares par value \$0.0001.

(ii) The preferred stock of the corporation shall be divided into four distinct classes designated as Preferred Class A, Preferred Class B, Preferred Class C and Preferred Class D. The Surviving Corporation shall be authorized to issue: 4,000,000 shares of Preferred Class A par value \$0.001; 90,000,000 shares of Preferred Class B par value \$0.0001; 20,000,000 shares of Preferred Class C par value \$0.0001; and 2 shares of Preferred Class D par value \$0.001. Preferred Class A and Preferred Class D shall vote along with the common shares based on their respective conversion ratio. Preferred Class A shall convert at a ratio of 1 for 100 into common shares. Preferred Class D shall convert at a ratio of 1 for 18,750,000,000 into common shares. Preferred Class B and Preferred Class C shall have no voting rights. Preferred Class B shall be convertible into common shares at a rate of \$2.50 per share and Preferred Class C shall be convertible into common shares at a rate of \$1.00 per share. Preferred Classes A, B and D will have anti-dilution rights. Preferred Class C shares will not have anti-dilution rights.

ARTICLE IV
TRANSFER AND CONVEYANCE OF ASSETS
AND ASSUMPTION OF LIABILITIES

SECTION 4.01. Transfer, Conveyance and Assumption. At the Effective Time, the Subsidiary shall continue in existence as the Surviving Corporation, and without further transfer, succeed to and possess all of the rights, privileges and powers of the Corporation, and all of the assets and property of whatever kind and character of the Corporation shall vest in the Surviving Corporation without further act or deed; thereafter, the Surviving Corporation, shall be liable for all of the liabilities and obligations of the Corporation, and any claim or judgment against the Corporation may be enforced against the Surviving Corporation in accordance with Section 92A.200 of the Nevada Law and Section 17-10-236 of the WGCL.

SECTION 4.02. Further Assurances. If at any time the Subsidiary shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving Corporation the title to any property or right of the Corporation, or otherwise to carry out the provisions hereof, the proper representatives of the Corporation as of the Effective Time shall execute and deliver any and all proper deeds, assignments, and assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in the Surviving Corporation, and otherwise to carry out the provisions hereof.

ARTICLE V MISCELLANEOUS

SECTION 5.01. Authorized Persons. Either Frederick W. Wicks, Chairman and CEO of the Corporation, and/or Jeffrey P. Lauzon, President of the Corporation shall be authorized, at such time in his sole discretion as he deems appropriate to execute, acknowledge, verify, deliver, file and record, for and in the name of the Corporation any and all documents and instruments including, without limitation, the certificate of incorporation of the Surviving Corporation and the Articles of Merger, and shall do and perform any and all acts required by applicable law which the Surviving Corporation deems necessary or advisable, in order to effectuate the Merger.

SECTION 5.02. Survival of Representations and Warranties. The representations and warranties and agreements contained in any certificate or other writing delivered pursuant hereto shall not survive the Effective Time or the termination of this Agreement.

SECTION 5.03. Amendments; No Waivers. (a) Any provision of this Agreement may, subject to applicable law, be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by the Corporation and the Subsidiary.

(b) No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 5.04. Integration. All prior or contemporaneous agreements, contracts, promises, representations, and statements, if any, between the Subsidiary and the Corporation, or their representatives, are merged into this Agreement, and this Agreement shall constitute the entire understanding between the Subsidiary and the Corporation with respect to the subject matter hereof.

SECTION 5.05. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

SECTION 5.06. Governing Law. This Agreement shall be construed in accordance with and governed by the internal laws of the State of Nevada, without reference to principles of conflicts of law.


SECTION 5.07. Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received the counterpart hereof signed by the other party hereto.

[Signature Page Follows]

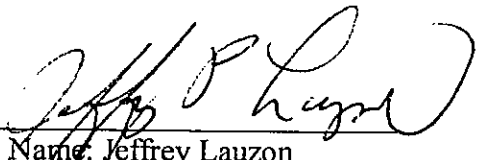
[SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER]

IN WITNESS WHEREOF, we the undersigned have executed this instrument as of the date first written above.

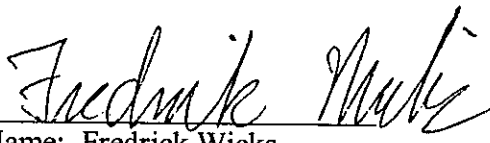
iTeknik Holding Corporation
a Nevada corporation

By: 
Name: Fredrick Wicks
Title: Chairman and CEO

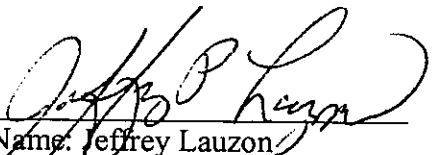
iTeknik Holding Corporation
a Nevada corporation

By: 
Name: Jeffrey Lauzon
Title: President

iTeknik Holding Corporation
a Wyoming corporation

By: 
Name: Fredrick Wicks
Title: Chairman and CEO

iTeknik Holding Corporation
a Wyoming corporation

By: 
Name: Jeffrey Lauzon
Title: President