

F01000001089

CT CORPORATION SYSTEM

CORPORATION(S) NAME

Cliffco of Tampa Bay, Inc. et al Merging Into: Wireless Xcessories Group

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

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03/14/01 01089-011
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| <input type="checkbox"/> Profit | <input type="checkbox"/> Amendment | <input checked="" type="checkbox"/> Merger |
| <input type="checkbox"/> Nonprofit | | |
| <input type="checkbox"/> Foreign | <input type="checkbox"/> Dissolution/Withdrawal | <input type="checkbox"/> Mark |
| | <input type="checkbox"/> Reinstatement | |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Annual Report | <input type="checkbox"/> Other |
| <input type="checkbox"/> LLC | <input type="checkbox"/> Name Registration | <input type="checkbox"/> Change of RA |
| | <input type="checkbox"/> Fictitious Name | <input type="checkbox"/> UCC |
| <input type="checkbox"/> Certified Copy | <input type="checkbox"/> Photocopies | <input type="checkbox"/> CUS |
| <input type="checkbox"/> Call When Ready | <input type="checkbox"/> Call If Problem | <input type="checkbox"/> After 4:30 |
| <input checked="" type="checkbox"/> Walk In | <input type="checkbox"/> Will Wait | <input checked="" type="checkbox"/> Pick Up |
| <input type="checkbox"/> Mail Out | | |

Name _____
 Availability _____
 Document _____
 Examiner _____
 Updater _____
 Verifier _____
 W.P. Verifier _____

3/14/01

*Merger
3-14-01
PST*

Order#: 37877

Ref#: _____

Amount: \$ _____

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660 East Jefferson Street
 Tallahassee, FL 32301
 Tel. 850 222 1092
 Fax 850 222 7615

9

ARTICLES OF MERGER
Merger Sheet

MERGING:

CLIFFCO OF TAMPA BAY, INC., a Florida corporation, P97000031791
ACCESSORY SOLUTIONS.COM, INC., a non qualified Delaware corporation
ADVANCED FOX ANTENNA, INC., a non qualified Delaware corporation

into

WIRELESS XCESSORIES GROUP, INC., a Delaware entity F01000001089

File date: March 14, 2001

Corporate Specialist: Doug Spitler

ARTICLES OF MERGER
(Profit Corporations)

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

First: The name and jurisdiction of the surviving corporation is:

<u>Name</u>	<u>Jurisdiction</u>
<u>Wireless Xcessories Group, Inc.</u>	<u>Delaware</u>

Second: The name and jurisdiction of each merging corporation is:

<u>Name</u>	<u>Jurisdiction</u>
<u>Accessory Solutions.com. Inc.</u>	<u>Delaware</u>
<u>Advanced Fox Antenna, Inc.</u>	<u>Delaware</u>
<u>Cliffco of Tampa Bay, Inc.</u>	<u>Florida</u>
_____	_____
_____	_____

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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 ____/____/____ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

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 _____.

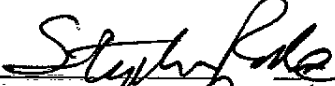
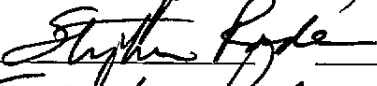
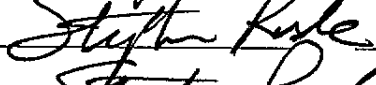
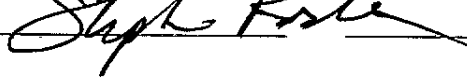
The Plan of Merger was adopted by the board of directors of the surviving corporation on February 28, 2001 and shareholder approval was not required.

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 _____.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on February 28, 2001 and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature</u>	<u>Typed or Printed Name of Individual & Title</u>
Wireless Xcessories Group, Inc.		Stephen Rade
Accessory Solutions.com, Inc.		Stephen Rade
Advanced Fox Antenna, Inc.		Stephen Rade
Cliffco of Tampa Bay, Inc.		Stephen Rade

PLAN OF MERGER
(Non Subsidiaries)

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached as an exhibit:

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

PLAN OF MERGER
(Merger of subsidiary corporation(s))

The following plan of merger is submitted in compliance with section 607.1104, F.S. and in accordance

with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the parent corporation owning at least 80 percent of the outstanding shares of each class of the subsidiary corporation is:

<u>Name</u>	<u>Jurisdiction</u>
<u>Wireless Xcessories Group, Inc.</u>	<u>Delaware</u>

The name and jurisdiction of each subsidiary corporation is

<u>Name</u>	<u>Jurisdiction</u>
<u>Accessory Solutions.com, Inc.</u>	<u>Delaware</u>
<u>Advanced Fox Antenna, Inc.</u>	<u>Delaware</u>
<u>Cliffco of Tampa Bay, Inc.</u>	<u>Florida</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

The manner and basis of converting the shares of the subsidiary or parent into shares, obligations, or other securities of the parent or any other corporation or, in whole or in part, into cash or other property, and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, and other securities of the surviving or any other corporation or, in whole or in part, into cash or other property is as follows:

Agreement and Plan of Merger Attached

(Attach additional sheets if necessary)

If the merger is between the parent and a subsidiary corporation and the parent is not the surviving corporation; a provision for the pro rata issuance of shares of the subsidiary to the holders of the shares of the parent corporation upon surrender of any certificates is as follows:

If applicable, shareholders of the subsidiary corporations, who, except for the applicability of section 607.1104, F.S. would be entitled to vote and who dissent from the merger pursuant to section 607.1320, F.S., may be entitled, if they comply with the provisions of chapter 607 regarding the rights of dissenting shareholders, to be paid the fair value of their shares.

Other provisions relating to the merger are as follows:

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made as of the 28th day of February, 2001, by and among **WIRELESS XCESSORIES GROUP, INC.**, a Delaware corporation ("Survivor"), and **ACCESSORY SOLUTIONS.COM, INC.**, a Delaware corporation ("Accessory Solutions"), **ADVANCED FOX ANTENNA, INC.**, a Delaware corporation ("Advanced Fox"), and **CLIFFCO OF TAMPA BAY, INC.**, a Florida corporation ("Cliffco"), (collectively, the "Merging Entities") (Survivor and the Merging Entities are referred to individually as a "Constituent Entity" and collectively as the "Constituent Entities").

WITNESSETH:

WHEREAS, the Constituent Entities desire to cause the Merging Entities to combine and merge with and into Survivor so that, after the merger is effected, the only remaining entity will be Survivor;

WHEREAS, the board of directors of Survivor and the boards of directors of each of the Merging Entities has deemed it desirable and in the best interests of the Constituent Entities to merge the Merging Entities with and into Survivor in the manner set forth herein;

WHEREAS, Survivor owns all of the issued and outstanding capital stock of each of the Merging Entities; and

WHEREAS, it is the intention that each merger of a Merging Entity (collectively, the "Merger") shall constitute a "reorganization" under the provisions of Section 368(a)(1)(A) and 368(a)(1)(D) of the Internal Revenue Code of 1986, as amended (the "Code").

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein set forth, the parties hereto, each intending to be legally bound hereby, do hereby agree as follows:

ARTICLE I

In accordance with statutory merger provisions of the Delaware General Corporation Law (the "DGCL") and the Florida Business Corporation Act (the "FBCA") and the terms and conditions herein provided, the Merging Entities shall be merged with and into Survivor, and the separate existence of each of the Merging Entities shall cease, except insofar as it may be continued by operation of law, on the Effective Date of the Merger (as hereinafter defined). Thereupon, the Merging Entities and Survivor shall become a single entity, which shall be Survivor, which shall survive the Merger and shall continue to exist under and be governed by the laws of the State of Delaware.

ARTICLE II

On the Effective Date, the Certificate of Incorporation of Survivor shall be, and continue to be, the Certificate of Incorporation of Survivor until amended or repealed in accordance with their provisions and the provisions of applicable law.

ARTICLE III

On the Effective Date, the Bylaws of Survivor shall be, and continue to be, the Bylaws of Survivor until amended or repealed in accordance with their provisions, the provisions of the Certificate of Incorporation and the provisions of applicable law.

ARTICLE IV

The Board of Directors and the officers of Survivor immediately prior to the Effective Date of the Merger shall be and continue to be the Board of Directors and the officers of Survivor until their successors are elected and qualified, or their prior resignation, removal or death.

ARTICLE V

On the Effective Date of the Merger, each outstanding share of capital stock of the Merging Entities shall, by virtue of the Merger and without any action on the part of the holder thereof, automatically be canceled and the holders thereof shall not receive any capital stock in Survivor or cash or other securities or property in exchange therefor.

ARTICLE VI

The Merger shall have the effects specified in the DGCL and the FBCA and, upon the effectiveness of the Merger, Survivor shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and shall be subject to all the restrictions, disabilities and duties, of each Constituent Entity; and all such rights, privileges, powers and franchises of each Constituent Entity, and all property, real, personal and mixed of each Constituent Entity, and all debts due to any Constituent Entity on whatever account, shall be vested in Survivor; and all such rights, privileges, powers, franchises, property and other interests of each Constituent Entity shall be thereafter as effectually the property of Survivor as they were of any Constituent Entity, and the title to any real estate vested by deed or otherwise in any Constituent Entity shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of any Constituent Entity shall be preserved unimpaired and all debts, liabilities and duties of any Constituent Entity shall thenceforth attach to Survivor, and may be enforced against Survivor to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

The parties hereto agree that from time to time and as and when requested by Survivor, or by its successors or assigns, to the extent permitted by law, the directors and officers of Survivor are hereby authorized in the name of the Merging Entities or otherwise to execute and deliver all such deeds, assignments, confirmations, assurances and other instruments and to take or cause to be taken all such further action as Survivor may deem necessary or desirable in order to vest, perfect, confirm in or assure Survivor title to and possession of all of said property,

rights, privileges, powers and franchises and otherwise to carry out the intent and purpose of this Agreement.

ARTICLE VII

The assets and liabilities of the Merging Entities shall be recorded upon the books of Survivor at the amounts at which they are carried on the books of the Merging Entities immediately prior to the Effective Date of the Merger.

ARTICLE VIII

A Certificate of Merger shall be executed on behalf of the Constituent Entities, and such Certificate of Merger shall be filed with the Secretary of State of the State of Delaware. Articles of Merger shall be executed on behalf of the Constituent Entities and such Articles of Merger shall be filed with the Department of State of the State of Florida.

ARTICLE IX

For the convenience of the parties hereto and to facilitate any filing and recording of this Agreement, any number of counterparts hereof may be executed, each of which shall be deemed to be an original of this Agreement but all of which together shall constitute one and the same instrument.

ARTICLE X

Shareholders of Cliffco who, except for the applicability of Section 607.1104 of the FBCA providing for the merger of a parent and one or more subsidiaries without shareholder approval, would be entitled to vote and who dissent from the merger pursuant to Section 607.1320 of the FBCA, may be entitled, if they comply with the provisions of the FBCA regarding the rights of dissenting shareholder, to be paid the fair value of their shares.

Survivor hereby appoints the Secretary of State of the State of Florida and his successors in office as its agents for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of Cliffco and Survivor will promptly pay to the dissenting shareholders of Cliffco the amount, if any, to which they are entitled under Section 607.1302 of the FBCA.

ARTICLE XI

Survivor shall assume and pay all expenses in connection with the Merger not already paid as of the Effective Date of the Merger.

ARTICLE XIII

This Agreement and Plan of Merger may be terminated and abandoned by the mutual consent of the respective directors of the Merging Entities and the directors and officers of the Survivor, at any time before the Effective Date of the Merger, whether before or after approval of this Agreement by stockholders of the Merging Entities, if such approval is required.

ARTICLE XIV

The parties hereto, by the mutual consent of the respective boards of directors may amend, modify or supplement this Agreement in such manner as may be agreed upon by them in writing at any time before the Effective Date of the Merger, except that no such amendment, modification or supplement not adopted and approved by the stockholders of a Constituent Entity for which such shareholder approval was required shall effect a change of the type described in Section 251(d) of the DGCL or Section 607.1103 of the FBCA.

ARTICLE XV

The Effective Date of the Merger shall be February 28, 2001 for accounting purposes.

ARTICLE XVI

The directors and officers of Survivor shall be authorized, at such time in their sole discretion as they deem appropriate, to execute, acknowledge, verify, deliver, file and record, for and in the name of Survivor and the stockholders of the Merging Entities any and all documents and instruments, and shall do and perform any and all acts required by applicable law which the directors of Survivor deem necessary or advisable, in order to effectuate the Merger.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to authority duly granted by its respective board of directors and stockholders has caused this Agreement and Plan of Merger to be executed by its duly authorized officers, all as of the day and year first above written.

WIRELESS XCESSORIES GROUP, INC., a
Delaware corporation

By: [Signature] RONALD E BARDKE
Title: CEO AND SECRETARY

ACCESSORY SOLUTIONS.COM, INC, a
Delaware Corporation

By: [Signature] RONALD E BARDKE
Name: RONALD E BARDKE
Title: CEO + SECRETARY

ADVANCED FOX ANTENNA, INC.,
a Delaware corporation

By: [Signature]
Name: RONALD E BARDKE
Title: CEO / SECRETARY

CLIFFCO OF TAMPA BAY, INC.,
a Florida Corporation

By: [Signature]
Name: RONALD E BARDKE
Title: CEO / SECRETARY