

FROM:

P97000/08882

(WEB 3/27/03 14:08/T 24:07 NO. 4863333 50 P 1)

Ms. Payne

Florida Department of State
Division of Corporations
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MERGER OR SHARE EXCHANGE

Q-LINK TECHNOLOGIES, INC.

Certificate of Status	0
Certified Copy	1
Page Count	01
Estimated Charge	\$78.75

Merger

3/27/03

DC 03/26/2003

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ARTICLES OF MERGER
Merger Sheet

MERGING:

Q-LINK TECHNOLOGIES, INC., a Florida corporation, P97000108882

INTO

Q-LINK TECHNOLOGIES, INC.. a Delaware entity not qualified in Florida

File date: March 26, 2003

Corporate Specialist: Darlene Connell

FROM

(WED) 3.26'03 14:08/ST. 14:07/NO. 4863333250 P 2

((H03000092308 3))
**ARTICLES OF MERGER
OF
Q-LINK TECHNOLOGIES, INC.
(A FLORIDA CORPORATION)**

INTO

**Q-LINK TECHNOLOGIES, INC.
(A DELAWARE CORPORATION)**

* * * * *

Under Section 607.1105, Florida Statutes

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Pursuant to the provisions of Section 607.1105 of the *Florida Statutes*, the undersigned hereby certify by these Articles of Merger as follows:

FIRST: The name and jurisdiction of the surviving corporation is Q-LINK TECHNOLOGIES, INC., a Delaware corporation.

SECOND: The name and jurisdiction of the merging corporation is Q-LINK TECHNOLOGIES, INC., a Florida corporation.

THIRD: The Agreement and Plan of Merger is attached hereto as Exhibit A and incorporated herein by reference in its entirety.

FOURTH: The merger shall become effective upon the filing of these Articles of Merger with the Secretary of State of the State of Florida.

FIFTH: The Agreement and Plan of Merger was duly adopted by the sole shareholder of the surviving corporation on March 26, 2003.

SIXTH: The Agreement and Plan of Merger was duly adopted by all of the shareholders of the merging corporation on March 26, 2003.

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IN WITNESS WHEREOF, each of the constituent entities to the merger has caused these Articles of Merger to be executed on its behalf by its duly authorized representative this 26th day of March, 2003.

Q-LINK TECHNOLOGIES, INC.,
a Florida corporation

By: 
Steven Horwitz, President and CEO

Q-LINK TECHNOLOGIES, INC.,
a Delaware corporation

By: 
Steven Horwitz, President and CEO

FROM

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A

AGREEMENT AND PLAN OF MERGER OF
Q-LINK TECHNOLOGIES, INC. (A DELAWARE CORPORATION)
AND
Q-LINK TECHNOLOGIES, INC. (A FLORIDA CORPORATION)

THIS AGREEMENT AND PLAN OF MERGER, dated as of March 26, 2003 (the "**Agreement**"), is made by and between **Q-LINK TECHNOLOGIES, INC.**, a Delaware corporation ("**Q-Link Delaware**"), and **Q-LINK TECHNOLOGIES, INC.**, a Florida corporation ("**Q-Link Florida**"). Q-Link Delaware and Q-Link Florida are sometimes referred to herein as the "**Constituent Corporations**."

RECITALS

A. Q-Link Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 6,000,000 shares, 3,500,000 of which are Common Stock, \$0.0001 par value per share, and 2,500,000 of which are Preferred Stock, \$0.0001 par value per share. As of the date hereof, the Preferred Stock has been designated as follows: (i) 1,600,000 shares of Preferred Stock have been designated "Series A-1 Preferred Stock," (ii) 483,537 shares of Preferred Stock have been designated "Series A-2 Preferred Stock," and (iii) 129,760 shares of Preferred stock have been designated "Series A-3 Preferred Stock." The rights, privileges and preferences of the Series A-1 Preferred Stock, Series A-2 Preferred Stock, and Series A-3 Preferred Stock are as stated in the Q-Link Delaware's Certificate of Incorporation. As of the date hereof, 100 shares of Common Stock of Q-Link Delaware were issued and outstanding, all of which were held by Q-Link Florida, and no shares of Preferred Stock of Q-Link Delaware were issued and outstanding.

B. Q-Link Florida is a corporation duly organized and existing under the laws of the State of Florida and has an authorized capital of 200,000,000 shares, 100,000,00 of which are Common Stock, \$0.001 par value per share, and 100,000,000 of which are Preferred Stock, \$0.001 par value per share. As of the date hereof, 66,168,537 shares of Preferred Stock have been designated "Series A Convertible Preferred Stock." As of the date hereof, 14,620,822 shares of Common Stock of Q-Link Florida were issued and outstanding, and 34,024,390 shares of Series A Convertible Preferred Stock of Q-Link Florida were issued and outstanding.

C. The Board of Directors of Q-Link Florida has determined that, for the purpose of effecting the reincorporation of Q-Link Florida in the State of Delaware, it is advisable and in the best interests of Q-Link Florida and its shareholders that Q-Link Florida merge with and into Q-Link Delaware upon the terms and conditions herein provided.

D. The respective Boards of Directors of Q-Link Delaware and Q-Link Florida have approved this Agreement and, after having directed that this Agreement be submitted to a vote of their respective stockholders and executed by the undersigned officers, all

of the respective stockholders of each of Q-Link Delaware and Q-Link Florida have also approved this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Q-Link Delaware and Q-Link Florida hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

ARTICLE I

MERGER

1.1. Merger. In accordance with the provisions of this Agreement, the Delaware General Corporation Law, and the Florida Business Corporation Act, Q-Link Florida shall be merged with and into Q-Link Delaware (the "Merger"), the separate existence of Q-Link Florida shall cease and Q-Link Delaware shall survive the Merger and shall continue to be governed by the laws of the State of Delaware. Q-Link Delaware shall be, and is herein sometimes referred to as, the "Surviving Corporation." The name of the Surviving Corporation shall be **Q-Link Technologies, Inc.**

1.2. Filing and Effectiveness. The Merger shall become effective when the following actions shall have been completed: (i) this Agreement and Merger shall have been adopted and approved by the stockholders of each Constituent Corporation in accordance with the requirements of the Delaware General Corporation Law and the Florida Business Corporation Act; (ii) all of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof; (iii) an executed Certificate of Merger or an executed counterpart of this Agreement meeting the requirements of the Delaware General Corporation Law shall have been filed with the Secretary of State of the State of Delaware; and (iv) an executed Certificate of Merger or an executed 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 Q-Link Florida shall cease and Q-Link Delaware, 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 Q-Link Florida's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers, and property of Q-Link Florida in the manner more fully set forth in Section 259 of the Delaware General Corporation Law, (iv) shall continue to be subject to all of the debts, liabilities, and obligations of Q-Link Delaware 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 Q-Link Florida in the same manner as if Q-Link Delaware had itself incurred them, all is more fully provided under the applicable provisions of the Delaware General Corporation Law and the Florida Business Corporation Act.

ARTICLE II

CHARTER DOCUMENTS, DIRECTORS, AND OFFICERS

2.1. Certificate of Incorporation. The Certificate of Incorporation of Q-Link Delaware as in effect immediately prior to the Effective Date of the Merger 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.

2.2. Bylaws. The Bylaws of Q-Link Delaware 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 of Q-Link Delaware immediately prior to the Effective Date of the Merger shall be the directors of the Surviving Corporation until their 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. The officers of Q-Link Florida immediately prior to the Effective Date of the Merger shall be the officers of the Surviving Corporation until their 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.

ARTICLE III

MANNER OF CONVERSION OF STOCK

3.1. Q-Link Florida Common Stock. Upon the Effective Date of the Merger, each one hundred (100) shares of Q-Link Florida Common Stock issued and 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 converted into and exchanged for one (1) fully paid and nonassessable share of Common Stock, \$0.0001 par value per share, of the Surviving Corporation.

3.2. Q-Link Florida Preferred Stock. Upon the Effective Date of the Merger, each one hundred (100) shares of Q-Link Florida Series A Convertible Preferred Stock issued and 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 converted into and exchanged for one (1) fully paid and nonassessable share of Series A-2 Preferred Stock, \$0.0001 par value per share, of the Surviving Corporation.

3.3. Q-Link Florida Options and Employee Benefits.

(a) Upon the Effective Date of the Merger, the Surviving Corporation shall assume and continue the stock option and related plans and all other employee benefit plans of Q-Link Florida. Each outstanding and unexercised option or other right to purchase Q-Link Florida Common Stock shall become an option or right to purchase the Surviving Corporation's

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Common Stock on the basis of one (1) share of the Surviving Corporation's Common Stock for each one hundred (100) shares of Q-Link Florida Common Stock issuable pursuant to any such option or related right, on the same terms and conditions and at an exercise price per share equal to the exercise price applicable to any such Q-Link Florida option or related right at the Effective Date of the Merger multiplied by one hundred (100).

(b) A number of shares of the Surviving Corporation's Common Stock shall be reserved for issuance upon the exercise of options and related rights equal to the number of shares of Q-Link Florida Common Stock so reserved immediately prior to the Effective Date of the Merger divided by one hundred (100).

3.4.Q-Link Delaware Common Stock. Upon the Effective Date of the Merger, each share of Common Stock, \$0.0001 par value per share, of Q-Link Delaware issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by Q-Link Delaware, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

3.5.Exchange of Certificates. After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of Q-Link Florida Common Stock or Series A Convertible Preferred Stock may, at such stockholder's option, surrender the same for cancellation to the Surviving Corporation, and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation's Common Stock or Series A-2 Preferred Stock into which the surrendered shares were converted as herein provided. Unless and until so surrendered, each outstanding certificate theretofore representing shares of Q-Link Florida Common Stock or Series A Preferred Convertible Stock shall be deemed for all purposes to represent the number of shares of the Surviving Corporation's Common Stock or Series A-2 Preferred Stock into which such shares of Q-Link Florida Common Stock or Series A Convertible Preferred Stock were converted in the Merger as herein provided. The registered owner on the books and records of the Surviving Corporation of any shares of stock represented by such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of Common Stock or Series A-2 Preferred Stock of the Surviving Corporation represented by such outstanding certificate as provided above. Each certificate representing Common Stock or Series A-2 Preferred Stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of Q-Link Florida so converted and given in exchange therefore, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws, or other such additional legends as agreed upon by the holder and the Surviving Corporation. If any certificate for shares of Q-Link Delaware stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and comply with applicable securities laws and that the person requesting such transfer pay to Q-Link Delaware any transfer or other taxes payable by reason of issuance of such new certificate in a name other than that of the

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registered holder of the certificate surrendered or establish to the satisfaction of Q-Link Delaware that such tax has been paid or is not payable.

3.6. No Fractional Shares. No fractional shares of Q-Link Delaware Common Stock or Preferred Stock shall be issued upon conversion and exchange of Q-Link Florida Common Stock or Preferred Stock as herein provided. The Surviving Corporation shall round fractional shares to which the holder would otherwise be entitled to the nearest whole number.

ARTICLE IV

GENERAL

4.1. Covenants of Q-Link Delaware. Q-Link Delaware covenants and agrees that it will, on or before the Effective Date of the Merger: (a) qualify to do business as a foreign corporation in the State of Florida and in connection therewith irrevocably appoint an agent for service of process as required under the provisions of Section 607.0505 of the Florida Business Corporation Act; and (b) take such other actions as may be required by the Florida Business Corporation Act.

4.2. Further Assurances. From time to time, as and when required by Q-Link Delaware or by its successors or assigns, there shall be executed and delivered on behalf of Q-Link Florida such deeds and other instruments, and there shall be taken or caused to be taken by Q-Link Delaware and Q-Link Florida such further and other actions as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by Q-Link Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises, and authority of Q-Link Florida and otherwise to carry out the purposes of this Agreement, and the officers and directors of Q-Link Delaware are fully authorized in the name and on behalf of Q-Link Florida or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.3. Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either Q-Link Florida or of Q-Link Delaware, or of both, notwithstanding the approval of this Agreement by the shareholders of Q-Link Florida or by the sole stockholder of Q-Link Delaware, or by both.

4.4. Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretaries of State of the States of Delaware and Florida, provided that an amendment made subsequent to the adoption of this Agreement by the stockholders of either Constituent Corporation shall not: (i) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation; (ii) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger; or (iii) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series of capital stock of any Constituent Corporation.

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4.5. Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 5445 West Cypress Street, Suite 300, Tampa, Florida 33607.

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

4.7. Counterparts. This, this Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which, together, shall constitute the same instrument.

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IN WITNESS WHEREOF, the parties hereto executed this Agreement and Plan of Merger as of the day and year first written above.

Q-LINK TECHNOLOGIES, INC.,
a Florida corporation

By: _____
Steven Horwitz
President and Chief Executive Officer

Q-LINK TECHNOLOGIES, INC.,
a Delaware corporation

By: _____
Steven Horwitz
President and Chief Executive Officer