



THE UNITED STATES
CORPORATION
COMPANY

P99000065456

FILED
01 APR -4 PM 1:03
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ACCOUNT NO. : 072100000032

REFERENCE : 103208 4311639

AUTHORIZATION :

COST LIMIT : \$ 78.75

Patricia Pigute

ORDER DATE : April 4, 2001

ORDER TIME : 10:58 AM

ORDER NO. : 103208-005

CUSTOMER NO: 4311639

700003958597--4

CUSTOMER: Rosa Wong, Legal Asst
Akerman Senterfitt & Eidson
One Southeast Third Avenue
28th Floor
Miami, FL 33131-1714

Morgan

ARTICLES OF MERGER

FROST CAPITAL GROUP, INC.

INTO

FROST CAPITAL GROUP, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX _____ CERTIFIED COPY

CONTACT PERSON: Darlene Ward

EXAMINER'S INITIALS:

Ad
4/4/01

RECEIVED
01 APR -4 AM 11:22
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

FROST CAPITAL GROUP, INC., a Florida corporation P99000065456
,

INTO

FROST CAPITAL GROUP, INC.. a Delaware entity not qualified in Florida

File date: April 4, 2001

Corporate Specialist: Annette Ramsey

Account number: 072100000032

Amount charged: 78.75

**ARTICLES OF MERGER
OF
FROST CAPITAL GROUP, INC.,
a Florida corporation
into
FROST CAPITAL GROUP, INC.,
a Delaware corporation**

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1104 and 607.1107 of the Florida Business Corporation Act (the "Act"), Frost Capital Group, Inc., a Florida corporation ("Parent"), and Frost Capital Group, Inc., a Delaware corporation ("Subsidiary"), do hereby adopt the following Articles of Merger for the purpose of merging Parent with and into Subsidiary (the "Merger"):

1. The Parent is hereby merged with and into the Subsidiary and the separate existence of the Parent shall cease. The Subsidiary is the surviving corporation in the Merger. A copy of the Agreement and Plan of Merger is attached hereto as Exhibit "A" and made a part hereof by reference as if fully set forth herein.

2. The Agreement and Plan of Merger was approved and adopted by the Shareholders and Board of Directors of the Subsidiary by unanimous written consent, dated March 30, 2001, in accordance with the Delaware General Corporation Law.

3. The Agreement and Plan of Merger was approved and adopted by the Shareholders and Board of Directors of the Parent by unanimous written consent, dated March 30, 2001 in accordance with Sections 607.0821 and 607.0704 of the Act.

4. The Agreement and Plan of Merger has been approved, adopted, certified, executed, and acknowledged by each of the aforesaid constituent corporation in accordance with the provisions of subsection (c) of Section 252 of the Delaware General Corporation Law, to wit, by the Parent in accordance with the laws of the State of its incorporation and by the Subsidiary in the same manner as is provided in Section 251 of the Delaware General Corporation Law. The number of votes cast for approval of the Agreement and Plan of Merger by the only voting group entitled to vote on the Merger was sufficient for approval by that voting group.

5. The name of the surviving corporation in the Merger herein certified is FROST CAPITAL GROUP, INC., which will continue its existence as said surviving corporation under its present name upon the effective date of said Merger pursuant to the provisions of the Delaware General Corporation Law.

6. The Certificate of Incorporation of the Subsidiary, as now in force and effect, shall continue to be the Certificate of Incorporation of said surviving corporation until amended and changed pursuant to the provision of the Delaware General Corporation Law.

7. The executed Agreement and Plan of Merger between the aforesaid constituent corporations is on file at an office of the aforesaid surviving corporation, the address of which is as follows:

327 Plaza Real, Suite 319,
Boca Raton, Florida 33432.

8. A copy of the aforesaid Agreement and Plan of Merger will be furnished by the aforesaid surviving corporation, on request, without cost, to any shareholder of each of the aforesaid constituent corporations.

9. The authorized capital stock of Parent consists of 100,000,000 shares of Common Stock, \$.0001 par value per share.

10. The Agreement and Plan of Merger between the aforesaid constituent corporations provides that the Merger herein certified shall be effective upon the later of filing of Articles of Merger with the Secretary of State of the State of Florida and the filing of the Certificate of Merger with the Department of State of the State of Delaware.

Dated: March 30, 2001

FROST CAPITAL GROUP, INC., a
Florida corporation

By: 
Richard B. Frost, President

Dated: March 30, 2001

FROST CAPITAL GROUP, INC., a
Delaware corporation


By: 
Richard B. Frost, President

Exhibit "A"

Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

OF

FROST CAPITAL GROUP, INC.
(a Florida corporation)

AND

FROST CAPITAL GROUP, INC.
(a Delaware corporation)

THIS AGREEMENT AND PLAN OF MERGER, dated March 30, 2001 (the "Agreement"), is entered into between FROST CAPITAL GROUP, INC., a business corporation of the State of Florida ("FROST-Florida"), and FROST CAPITAL GROUP, INC., a Delaware corporation ("FROST-Delaware").

Recitals

A. FROST-Florida has an aggregate authorized capital of 100,000,000 shares, consisting of common stock, par value \$.0001 per share.

B. FROST-Delaware has an aggregate authorized capital of 100,005,000 shares, consisting of 100,000,000 shares of common stock, par value \$.0001 per share ("FROST-Delaware Common Stock"), and 5,000 shares of preferred stock, par value \$.0001 per share ("FROST-Delaware Preferred Stock").

C. The respective Boards of Directors of FROST-Florida and FROST-Delaware believe that the best interests of FROST-Florida and FROST-Delaware and their respective shareholders will be served by the merger of FROST-Florida with and into FROST-Delaware under and pursuant to the provisions of this Agreement and the Florida Business Corporation Act and Delaware General Corporation Law.

Agreement

In consideration of the Recitals and of the mutual agreements contained in this Agreement, the parties hereto agree as set forth below.

1. **Merger.** FROST-Florida shall be merged with and into FROST-Delaware (the "Merger").

2. **Effective Date.** The Merger shall become effective immediately upon the later of the filing of Articles of Merger, including this Agreement, with the Secretary of State of the State of Florida in accordance with Section 607.1105 of the Florida Business Corporation Act and the filing

of the Certificate of Merger, including this Agreement, with the Department of State of the State of Delaware in accordance with Section 252 of the Delaware General Corporation Law. The time of such effectiveness is hereinafter called the "Effective Date."

3. Surviving Corporation. FROST-Delaware shall be the surviving corporation of the Merger and shall continue to be governed by the laws of the State of Delaware. On the Effective Date, the separate corporate existence of FROST-Florida shall cease.

4. Certificate Of Incorporation. The Certificate of Incorporation of FROST-Delaware as it exists on the Effective Date shall be the Certificate of Incorporation of FROST-Delaware, as the surviving corporation, following the Effective Date, unless and until the same shall thereafter be amended or repealed in accordance with the laws of the State of Delaware.

5. Bylaws. The Bylaws of FROST-Delaware as they exist on the Effective Date shall be the Bylaws of FROST-Delaware, as the surviving corporation, following the Effective Date, unless and until the same shall be amended or repealed in accordance with the provisions thereof and the laws of the State of Delaware.

6. Board of Directors and Officers. The members of the Board of Directors and the officers of FROST-Delaware immediately prior to the Effective Date shall be the members of the Board of Directors and the officers, respectively, of FROST-Delaware, as the surviving corporation, following the Effective Date, and such persons shall serve in such offices for the terms provided by law or in the Bylaws, or until their respective successors are elected and qualified.

7. Conversion of Outstanding FROST-Florida Common Stock. Forthwith upon the Effective Date, each issued and outstanding share of FROST-Florida Common Stock and all rights in respect thereof shall be converted into .6723 shares of FROST-Delaware Common Stock, and each certificate representing shares of FROST-Florida Common Stock shall for all purposes be deemed to evidence the ownership of the converted shares of FROST-Delaware Common Stock as are set forth in such certificate. After the Effective Date, each holder of an outstanding certificate representing shares of FROST-Florida Common Stock may, at such shareholder's option, surrender the same to FROST-Delaware's registrar and transfer agent for cancellation, and each such holder shall be entitled to receive in exchange therefor a certificate(s) evidencing the ownership of the converted shares of FROST-Delaware Common Stock.

8. Rights and Liabilities of FROST-Delaware. On and after the Effective Date, and all in the manner of and as more fully set forth in Section 252(b) of the Delaware General Corporation Law and Section 607.1106 of the Florida Business Corporation Act, the title to all real estate and other property, or any interest therein, owned by each of FROST-Florida and FROST-Delaware shall be vested in FROST-Delaware without reversion or impairment; FROST-Delaware shall succeed to and possess, without further act or deed, all estates, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal and mixed, of each of FROST-Florida and FROST-Delaware without reversion or impairment; FROST-Delaware shall thenceforth be responsible and liable for all the liabilities and obligations of each of FROST-Florida and FROST-Delaware; any claim existing or action or proceeding pending by or against FROST-Florida or

FROST-Delaware may be continued as if the Merger did not occur or FROST-Delaware may be substituted for FROST-Florida in the proceeding; neither the rights of creditors nor any liens upon the property of FROST-Florida or FROST-Delaware shall be impaired by the Merger; and FROST-Delaware shall indemnify and hold harmless the officers and directors of each of the parties hereto against all such debts, liabilities and duties and against all claims and demands arising out of the Merger.

9. Termination. This Agreement may be terminated and abandoned by action of the respective Boards of Directors of FROST-Florida and FROST-Delaware at any time prior to the Effective Date, whether before or after approval by the shareholders of either or both of the parties hereto, for any reason, including the exercise of dissenters' rights by any holder of the outstanding shares of FROST-Florida Common Stock pursuant to Section 607.1302 of the Florida Business Corporation Act. If any holder of the outstanding shares of FROST-Florida Common Stock exercises such dissenters' rights, FROST-Florida and/or FROST-Delaware may (i) terminate this Agreement or (ii) proceed with the consummation of the Merger.

10. Amendment. The Boards of Directors of the parties hereto may amend this Agreement at any time prior to the Effective Date; provided that an amendment made subsequent to the approval of this Agreement by the shareholders of either of the parties hereto shall not: (a) change the amount or kind of shares, securities, cash, property or rights to be received in exchange for or on conversion of all or any of the shares of the parties hereto, (b) change any term of the Certificate of Incorporation of FROST-Delaware, or (c) change any other terms or conditions of this Agreement if such change would adversely affect the holders of any capital stock of either party hereto.

11. Registered Office. The registered office of FROST-DELAWARE in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, and Corporation Service Company is the registered agent of FROST-Delaware at such address.

12. Inspection of Agreement. Executed copies of this Agreement will be on file at the principal place of business of FROST-Delaware at 327 Plaza Real, Suite 319, Boca Raton, Florida 33432. A copy of this Agreement shall be furnished by FROST-Delaware, on request and without cost, to any shareholder of either FROST-Florida or FROST-Delaware.

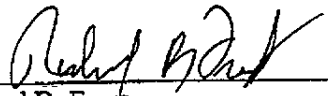
13. Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware.

14. Service Of Process. On and after the Effective Date, FROST-Delaware agrees that it may be served with process in Florida in any proceeding for enforcement of any obligation of FROST-Florida or FROST-Delaware arising from the Merger.

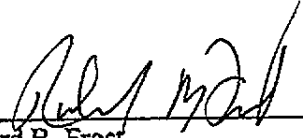
15. Designation of Florida Secretary of State as Agent for Service of Process. On and after the Effective Date, FROST-Delaware irrevocably appoints the Secretary of State of Florida as its agent to accept service of process in any suit or other proceeding to enforce the rights of any shareholders of FROST-Florida or FROST-Delaware arising from the Merger. The Florida Secretary of State is requested to mail a copy of any such process to FROST-Delaware at 327 Plaza Real, Suite 319, Boca Raton, Florida 33432, Attention: Richard B. Frost.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to authority duly granted by their respective Board of Directors, has caused this Agreement and Plan of Merger to be executed by their respective undersigned officers.

FROST CAPITAL GROUP, INC., a Florida Corporation

By: 
Name: Richard B. Frost
Title: President

FROST CAPITAL GROUP, INC., a Delaware Corporation

By: 
Name: Richard B. Frost
Title: President