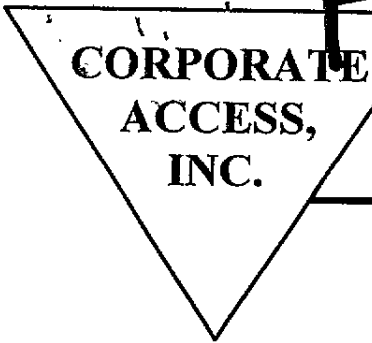


P97000104360



1116-D Thomasville Road . Mount Vernon Square . Tallahassee, Florida 32303

P.O. Box 37066 (32315-7066) ~ (850) 222-2666 or (800) 969-1666 . Fax (850) 222-1666

WALK IN

PICK UP 12/31/98 [Signature]

CERTIFIED COPY

CUS

PHOTO COPY

FILING

Merger

1.) ViAmont International, Inc.
(CORPORATE NAME & DOCUMENT #)

2.)
(CORPORATE NAME & DOCUMENT #)

3.)
(CORPORATE NAME & DOCUMENT #)

4.)
(CORPORATE NAME & DOCUMENT #)

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(CORPORATE NAME & DOCUMENT #)

10.)
(CORPORATE NAME & DOCUMENT #)

FILED STATE
SECRETARY OF CORPORATIONS
DIVISION OF CORPORATIONS
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****148.75 ****148.75

merger
SP 12/31/98
[Signature]

501-111-1111
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SPECIAL INSTRUCTIONS

ARTICLES OF MERGER
Merger Sheet

MERGING:

GMA INTERNATIONAL, INC., A FL CORP., P97000104367

MACRA INTERNATIONAL, INC., a FL corp., P97000104353

AMRAC INTERNATIONAL, INC., a FL corp., P97000104365

,

INTO

VIAMONT INTERNATIONAL, INC., a Florida corporation, P97000104360

File date: December 31, 1998

Corporate Specialist: Susan Payne

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

98 DEC 31 PM 1:15

ARTICLES OF MERGER
OF
GMA INTERNATIONAL, INC.,
MACRA INTERNATIONAL, INC.
AND
AMRAC INTERNATIONAL, INC.
WITH AND INTO
VIAMONT INTERNATIONAL, INC.

Under the Florida Business Corporation Act

Pursuant to the provisions of Sections 607.1101 and 607.1105 of the Florida Business Corporation Act, the undersigned Florida corporations adopt the following Articles of Merger for the purpose of merging them into one corporation:

FIRST: That a Plan of Merger (designated as the Agreement and Plan of Merger entered into on December ^{28th}, 1998, by and among GMA INTERNATIONAL, INC., a Florida corporation, MACRA INTERNATIONAL, INC., a Florida corporation, AMRAC INTERNATIONAL, INC., a Florida corporation, and VIAMONT INTERNATIONAL, INC., a Florida corporation), has been duly approved by written consent of the sole member of the Board of Directors of each of the corporations above named and by written consent of the sole Shareholder of each of the corporations above named.

SECOND: That the names of the constituent corporations are GMA INTERNATIONAL, INC., a Florida corporation, MACRA INTERNATIONAL, INC., a Florida corporation, AMRAC INTERNATIONAL, INC., a Florida corporation, and VIAMONT INTERNATIONAL, INC., a Florida corporation. The plan of merger provides for the merger of GMA INTERNATIONAL, INC., a Florida

corporation, MACRA INTERNATIONAL, INC., a Florida corporation, and AMRAC INTERNATIONAL, INC., a Florida corporation, with and into VIAMONT INTERNATIONAL, INC., a Florida corporation. The surviving corporation shall be VIAMONT INTERNATIONAL, INC., a Florida corporation.

THIRD: The date of adoption of the Plan of Merger by the Board of Directors of each of the undersigned corporations is the 28th day of December, 1998.

FOURTH: All outstanding shares of stock of each of the merging corporations voted unanimously in favor of the merger and was otherwise approved by the sole shareholder of each of the undersigned Florida corporations on the 28th day of December, 1998 in the manner prescribed by the Florida Business Corporation Act. On the effective date of the merger, each share of the common stock of GMA INTERNATIONAL, INC., a Florida corporation, MACRA INTERNATIONAL, INC., a Florida corporation, AMRAC INTERNATIONAL, INC., a Florida corporation, issued and outstanding immediately prior to the effective date of the merger shall, by reason of the merger and without any action on the part of the holders thereof, shall be canceled.

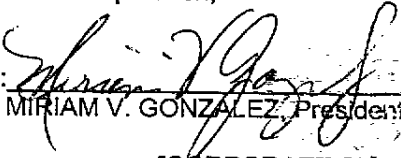
FIFTH: These Articles of Merger shall be filed with the Secretary of State of the State of Florida and the merger shall become effective December 31, 1998.

IN WITNESS WHEREOF, the constituent corporations have caused these Articles of Merger to be executed on their behalf by each of its President and acknowledged by each of its Secretary.

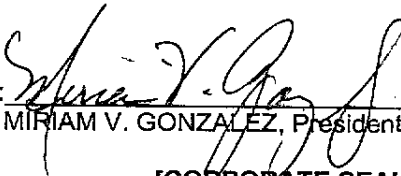
[SIGNATURES CONTAINED ON ATTACHED PAGES]

DATED: December 2nd, 1998.

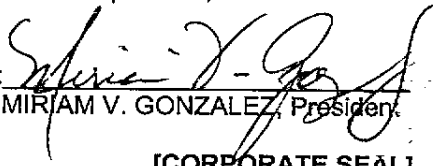
GMA INTERNATIONAL, INC.,
a Florida corporation,

By: 
MIRIAM V. GONZALEZ, President
[CORPORATE SEAL]

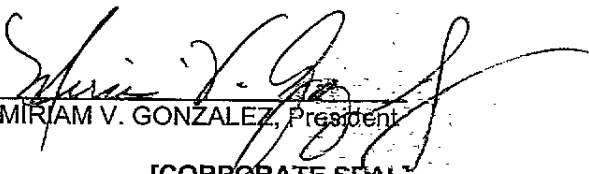
MACRA INTERNATIONAL, INC.,
a Florida corporation,

By: 
MIRIAM V. GONZALEZ, President
[CORPORATE SEAL]

AMRAC INTERNATIONAL, INC.,
a Florida corporation,

By: 
MIRIAM V. GONZALEZ, President
[CORPORATE SEAL]

VIAMONT INTERNATIONAL, INC.,
a Florida corporation,

By: 
MIRIAM V. GONZALEZ, President
[CORPORATE SEAL]

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AGREEMENT AND PLAN OF MERGER
OF
GMA INTERNATIONAL, INC., MACRA INTERNATIONAL, INC.
AMRAC INTERNATIONAL, INC. WITH AND INTO
VIAMONT INTERNATIONAL, INC.

The following Agreement and Plan of Merger has been submitted to and approved by the Boards of Directors and Sole Shareholder of each of GMA INTERNATIONAL, INC., a Florida corporation, MACRA INTERNATIONAL, INC., a Florida corporation and AMRAC INTERNATIONAL, INC., a Florida corporation (hereafter collectively referred to as the "Merging Corporations") and VIAMONT INTERNATIONAL, INC., a Florida corporation (hereafter alternatively referred to as the "Surviving Corporation" or "VIAMONT").

1. Surviving Corporation. The Merging Corporations shall merge with and into VIAMONT no later than December 31, 1998 (the "Merger"). After the Merger, the name of the Surviving Corporation will continue to be "VIAMONT INTERNATIONAL, INC." Upon the Merger becoming effective, the corporate existence of each of the Merging Corporations shall cease and only the corporate existence of the Surviving Corporation will continue.

2. Conversion of Shares. As of the Effective Date (as defined in Section 7 hereof) of the Merger, the issued and outstanding shares of the Merging Corporations and VIAMONT will be converted and exchanged as follows:

(a) Merging Corporations' Common Stock. All of the shares of the One Dollar(\$1.00) par value common stock of each of the Merging Corporations (the "Merging Corporations' Common Stock") issued and outstanding immediately prior to the Effective Date shall, solely by virtue of the Merger and without any action on the part of the holder thereof, be cancelled. No cash or other property shall be given as consideration for the cancellation of such shares.

(b) VIAMONT Common Stock. Each share of \$1.00 par value common stock of VIAMONT (the "VIAMONT Common Stock") issued and outstanding immediately prior to the Effective Date, and all rights to payment of dividends declared with respect to the VIAMONT Common Stock, shall, solely by virtue of the Merger and without any action by the holder thereof, remain unchanged. On the Effective Date, the Sole Shareholder of each of the Merging Corporations shall deliver to the Surviving Corporation the Share Certificates representing all of the shares of each of the Merging Corporations' Common Stock owned by such Shareholder, duly endorsed in blank. The Surviving Corporation hereby agrees that, upon receipt of such Share Certificates from the Sole Shareholder of each of the Merging Corporations, the Surviving Corporation shall cancel said shares. As of the Effective Date, each share of the Merging Corporation's Common Stock held in each of the Merging Corporations' treasury immediately prior to the Effective Date shall, solely by virtue of the Merger and without any action by the holder thereof, be canceled and retired and all rights in respect thereof shall cease to exist, without any conversion thereof.

3. Articles of Incorporation. The Articles of Incorporation of VIAMONT in effect immediately prior to the Effective Date shall be the Articles of Incorporation of the Surviving Corporation.

4. Bylaws. The Bylaws of VIAMONT in effect immediately prior to the Effective Date shall continue to be the Bylaws of the Surviving Corporation and shall not be amended by the Merger.

5. Directors. The Directors of VIAMONT immediately prior to the Effective Date shall be the Directors of the Surviving Corporation and will hold office from the Effective Date until their respective successors are duly elected and qualified, or until their earlier resignation or removal, or as otherwise provided by law.

6. Officers. The officers of VIAMONT immediately prior to the Effective Date shall be the officers of the Surviving Corporation and shall hold office from the Effective Date until their respective successors are duly elected and qualified, or until their earlier resignation or removal, or as otherwise provided by law.

7. Effective Date. The Merger shall become effective as of the time and date of the filing of Articles of Merger with the Department of State of the State of Florida, or at the time specified in the Articles of Merger, if later than the time of filing. The Articles of Merger shall be so filed as soon as practicable after the Closing referred to above but no later than December 31, 1998. The date and time when the Merger shall become effective is herein referred to as the "Effective Date."

8. Effect of Merger. As of the Effective Date, the Surviving Corporation shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Merging Corporations and VIAMONT; and all singular rights, privileges, powers and franchises of each of the Merging Corporations and VIAMONT, and all property, real, personal and mixed, and all debts due to each of the Merging Corporations or VIAMONT on whatever account shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest, including leasehold interests, shall be thereafter effectively, the property of the Surviving Corporation as they were of the Merging Corporations, and the title to any real estate vested by deed or by otherwise in any Merging Corporations, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of any of the Merging Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the Merging Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

9. Notice of General Provisions. All notices, requests, waivers and other communications required or permitted to be given pursuant to this agreement shall be given pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, or mailed registered or certified first-class mail, postage prepaid, as follows:

GMA International, Inc.
2900 West 84th Street
Hialeah, Florida 33016
Attn: Miriam Gonzalez

Amrac International, Inc.
2900 West 84th Street
Hialeah, Florida 33016
Attn: Miriam Gonzalez

Macra International, Inc.
2900 West 84th Street
Hialeah, Florida 33016
Attn: Miriam Gonzalez

Viamont International, Inc.
2900 West 84th Street
Hialeah, Florida 33016
Attn: Miriam Gonzalez

10. Further Assurances. After the Effective Date, the Surviving Corporation may execute and deliver any deed or assignment or other document or certificate which the Surviving Corporation determines necessary or desirable to carry out the purposes of the above described Agreement and Plan of Merger, and VIAMONT, the Merging Corporations and each of the Merging Corporation agree that the proper officers and directors of VIAMONT or of the Merging Corporations are fully authorized in the name of VIAMONT or otherwise to execute such documents or certificates.

11. Entire Understanding. This Agreement constitutes the entire agreement and supersedes all prior agreements, both written and oral, among the parties hereto with respect to the subject matter hereof.

12. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. Headings. The headings preceding the text of Sections of this Agreement are for convenience only and shall not be deemed part of this Agreement.

14. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of December 28th, 1998.

GMA INTERNATIONAL, INC.,
a Florida corporation,

By: 
MIRIAM V. GONZALEZ, President

[CORPORATE SEAL]

MACRA INTERNATIONAL, INC.,
a Florida corporation,

By: 
MIRIAM V. GONZALEZ, President

[CORPORATE SEAL]

AMRAC INTERNATIONAL, INC.,
a Florida corporation,

By: 
MIRIAM V. GONZALEZ, President

[CORPORATE SEAL]

VIAMONT INTERNATIONAL, INC.,
a Florida corporation,

By: 
MIRIAM V. GONZALEZ, President

[CORPORATE SEAL]