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THOMAS J. DAVIS, JR.
Attorney at Law
Creator of the Legal Concept of Equal Ownership

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February 7, 2000

Florida Department of State
Division of Corporations
409 E. Gaines St.
Tallahassee, FL 32399

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-02/08/00--01116--002
*****60.00 *****60.00

Dear Sir/Madam:


Enclosed please find **Articles of Merger** of Caribbean Sands, Inc. into SVI-International L.C. (surviving entity) with attached **Agreement & Plan of Merger** as Exhibit "A".

It is very important that the Merger documents are filed quickly. I appreciate your assistance in this matter.

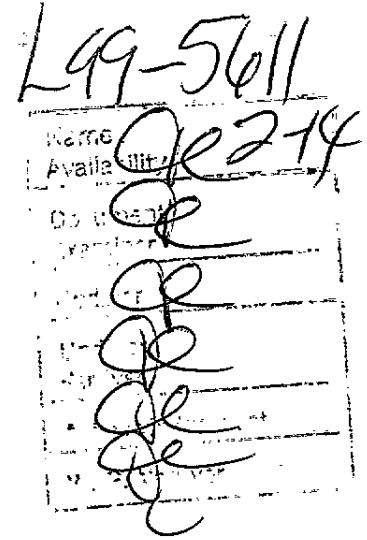
Thank you. Please call me if you have any questions and please return the filed copy of Articles of Merger to me at the above address.

Thank you.

Yours very truly,


Thomas J. Davis, Jr.
Attorney at Law

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

L99-5611


Articles of Merger
of
Caribbean Sands, Inc.
A Florida corporation

999-108436

into

SVI-International, L.L.C.
*a limited liability company organized and existing under
the laws of the State of Florida*

LA9-Sell

Thomas J. Davis, Jr., President of Caribbean Sands, Inc., a Florida corporation, and duly authorized representative of SVI Développement, S.A., a Swiss Corporation which is the sole member of SVI-International, L.L.C., the surviving entity, files these Articles of Merger, and certifies:

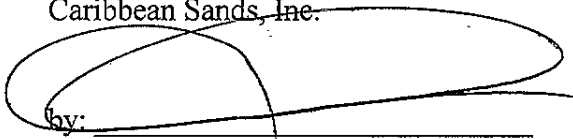
- I. A true copy of the Agreement and Plan of Merger is attached hereto as Exhibit "A"
- II. The Merger was approved by the limited liability company which is a party to this merger in accordance with the applicable provisions of Florida Statutes Chapter 608, and Thomas J. Davis, Jr. was appointed as Representative by its sole member to execute all merger documentation.
- III. The Merger was approved by the corporation party to this merger in accordance with the applicable provisions of Florida Statutes Chapter 607.
- IV. The effective date of the merger is the date these Articles of Merger are accepted for filing by the Secretary of State of the State of Florida.
- V. There are no dissenting members of the limited liability company which is party to this merger, there being only one (1) member in the limited liability company, which member has approved the merger.
- VI. There are no dissenting shareholders of the corporation which is party to this merger, all of the shares being held by one shareholder, which has approved the merger.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA
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The undersigned has executed these Articles of Merger this 7th day of February, 2000.

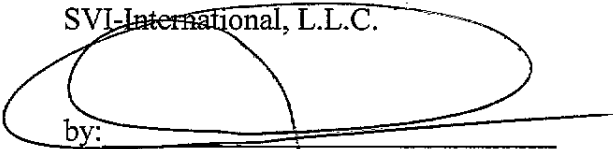
Caribbean Sands, Inc.



by:

Thomas J. Davis, Jr., President

SVI-International, L.L.C.



by:

Thomas J. Davis, Jr., authorized
Representative of SVI Développement,
S.A., its sole member

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TALLAHASSEE, FLORIDA

Agreement and Plan of Merger

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of the 7th day of February, 2000, by and between SVI-International, L.L.C., a limited liability company organized and existing under the laws of the state of Florida, having an office at 4575 Via Royale, Suite 206, Ft. Myers, FL 33919 (the "Merging LLC"), and Caribbean Sands, Inc., a corporation organized and existing under the laws of Florida having an office at 4575 Via Royale, Suite 206, Ft. Myers, FL 33919 (the "Merged corporation").

WHEREAS, the Merging LLC is a single member limited liability company;

WHEREAS, the authorized capital stock of the Merged Corporation consists of 10,000 shares of common stock, one dollar (\$1.00) par value, of which 10,000 shares were issued and outstanding as of the date hereof;

WHEREAS, the member of the Merging LLC and the Board of Directors of the Merged Corporation have deemed it advisable and to the advantage of the two entities that the Merged Corporation merge into the Merging LLC upon the terms and conditions herein provided;

WHEREAS, the Merging LLC and the Merged Corporation intend that the merger contemplated hereby qualify as a tax-free reorganization within the meaning of Section 368(a)(1) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Member of the Merging LLC and the Board of Directors of the Merged Corporation have approved this Agreement and Plan of Merger and have directed that this Agreement and Plan of Merger be submitted to a vote of the shareholders of the Merged Corporation

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the Merging LLC and the Merged Corporation hereby agree to merge in accordance with the following plan:

1. Merger. The Merged Corporation shall be merged with and into the Merging LLC, and the Merging LLC shall survive the merger, all as, and with the effect, provided by Chapter 608 of the laws of the state of Florida, and this Agreement and Plan of Merger. As soon as practicable after the shareholder of the merged corporation shall approve this Agreement and Plan of Merger, appropriate Articles of Merger shall be signed, verified and delivered for filing with the Secretary of the State of the state of Florida. This Agreement and Plan of Merger shall become effective for purposes of all applicable law at the close of business on the date the Articles of Merger are filed with the Secretary of State of the state of Florida.

2. Directors, Managers, and Officers and Governing Documents. The Member and officers of

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the Merging LLC shall be the same upon the Effective Time as they are for the Merging LLC immediately prior thereto. The Articles of Organization of the Merging LLC shall continue to be the Articles of Organization of the Merging LLC as the surviving entity without change or amendment until further amended in accordance with the provisions thereof and applicable laws. The Regulations of the Merging LLC, as in effect at the Effective Time, shall continue to be the Regulations of the Merging LLC as the surviving entity without change or amendment until further amended in accordance with the provisions thereof and applicable laws. The Merging LLC is a Member managed limited liability company, and shall continue to be so after the merger.

3. Rights and Liabilities of Merged Corporation. At and after the Effective Time, the Merging LLC shall possess all of the rights, privileges, immunities and franchises of a public and private nature of the merged corporation; any and all property, real, personal and mixed, and any and all debts due of the Merged Corporation on whatever account, and all other choses in action, and all and every other interest of the Merged Corporation shall be taken and transferred to and vested in the Merging LLC without further act or deed; and the title to any real estate, or any interest therein, vested in such corporation shall not prevent or be in any way impaired by reason of the merger.

4. Further Assurances. From time to time, as and when required by the Merging LLC, there shall be executed and delivered on behalf of the Merged Corporation such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in the Merging LLC the title to and possession of powers, franchises and authority of the Merged Corporation and otherwise to carry out the purposes of this Agreement and Plan of Merger, and the Member of the Merging LLC is fully authorized in the name and on behalf of the Merged Corporation to take any and all such action and to execute and deliver any and all such deeds and other instruments.

5. Stock of the Merged Corporation. Upon the Effective Time, by virtue of this Agreement and Plan of Merger, and without any action on the part of the holder thereof, (i) each share of the issued and outstanding Common Stock of the Merged Corporation held as of record by the Merging LLC immediately prior thereto shall merge into and become part of the Sole Membership Interest of the Merging LLC.

6. Membership Interest of the Merging LLC. Upon the Effective Time, by virtue of this Agreement and Plan of Merger, and without any action on the part of the holder thereof, the Membership Interest of the Merging LLC in existence immediately prior thereto shall retain its status.

7. Stock Certificates. At and after the Effective Time, each certificate representing shares of Common Stock of the Merged Corporation shall be cancelled and become part of the Sole Membership Interest of the Merging LLC.

8. Employee Benefit Plans. As of the Effective Time, the Merging LLC shall assume all

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obligations of the Merged Corporation under any and all employee benefit plans in effect as of such time or with respect to which employee rights or accrued benefits are outstanding as of such time.

9. Book Entries. As of the Effective Time, entries shall be made upon the books of the Merging LLC in respect of this Agreement and Plan of Merger in accordance with the following:

- (a) The assets and liabilities of the Merged Corporation immediately prior to the Effective Time shall be recorded on the books of the Merging LLC at the same amounts at which they were carried on the books of the Merged Corporation immediately prior to the Effective Time.
- (b) There shall be credited as capital in respect of the Merging LLC the aggregate capital amount of the capital of the Merged Corporation

10. Appointment of Agent. The Merging LLC hereby consents to service of process in the state of Florida in any action or special proceeding for the enforcement of any liability or obligation of the Merged Corporation, and hereby appoints Thomas J. Davis, Jr., Attorney at Law, 4575 Via Royale, Suite 206, Ft. Myers, Florida 33919, as resident agent to accept service of process in any action or special proceeding for the enforcement of any such liability or obligation.

11. Amendment. At any time before or after approval and adoption by the shareholder of the Merged Corporation and prior to the Effective Time, this Agreement and Plan of Merger may be amended in any manner as may be determined in the judgment of the Member of the Merging LLC and the Board of Directors of the Merged Corporation to be necessary, desirable or expedient; provided, however, that, after approval, such amendment may not materially and adversely affect the rights and interests of the shareholder of the Merged Corporation.

12. Abandonment. At any time before the Effective Time, this Agreement and Plan of Merger may be terminated and the merger may be abandoned by the Board of Directors of the Merged Corporation notwithstanding approval of this Agreement and Plan of Merger by the Member of the Merging LLC or by the shareholder of the Merged Corporation.

13. Counterparts. In order to facilitate the filing and recording of this Agreement and Plan of Merger, the same may be executed in two or more counterparts, each of which shall be deemed to be an original and the same agreement.

14. Governing Law. This Agreement and Plan of Merger shall be governed by and construed in accordance with the laws of the state of Florida.

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IN WITNESS WHEREOF, each of the parties hereto, pursuant to authority granted by the Board of Directors of the Merged Corporation, and the Merging LLC's Member has caused this Agreement and Plan of Merger to be executed, as of the date first above written.

SVI-International, L.L.C.

by: _____

Thomas J. Davis, Jr., authorized
Representative of SVI Développement,
S.A., the sole member of SVI-
International, L.L.C.

Caribbean Sands, Inc.

by: _____

Thomas J. Davis, Jr., President

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TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

CARRIBBEAN SANDS, INC. a Florida entity

into

SVI-INTERNATIONAL, L.L.C., a Florida entity L99000005611

File date: February 8, 2000

Corporate Specialist: Tammi Cline