

P95000025220

CAPITAL CONNECTION, INC.

417 E. Virginia St., Suite 1, Tallahassee, FL 32301, (904)224-8870
Mailing Address: Post Office Box 10349, Tallahassee, FL 32302
TOLL FREE No. 1-800-342-8062
FAX (904) 222-1222

RE: On-line management,
Inc.

NAME _____
FIRM _____
ADDRESS _____

PHONE () _____

Service: Top Priority _____ Regular _____
One Day Service Two Day Service

To us via _____ Return via _____

Matter No.: _____ Express Mail No. _____

State Fee \$ _____ Our \$ _____

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

95 MAR 24 AM 2:40

	C.C. FEE.	DISBURSED
<input type="checkbox"/> Capital Express™	_____	_____
<input checked="" type="checkbox"/> Art. of Inc. File	_____	_____
<input type="checkbox"/> Corp. Record Search	_____	_____
<input type="checkbox"/> Ltd. Partnership File	_____	_____
<input type="checkbox"/> Foreign Corp. File	_____	_____
<input checked="" type="checkbox"/> 750m Copy(s)	_____	_____
_____	_____	_____
<input type="checkbox"/> Art. of Amend. File	_____	_____
<input type="checkbox"/> Dissolution/Withdrawal	_____	_____
<input type="checkbox"/> C U S -	_____	_____
<input type="checkbox"/> Fictitious Name File	_____	_____
_____	_____	_____
<input type="checkbox"/> Name Reservation	_____	_____
<input type="checkbox"/> Annual Report/Reinstatement	_____	_____
<input type="checkbox"/> Reg. Agent Service	_____	_____
<input type="checkbox"/> Document Filing	_____	_____
_____	_____	_____
<input type="checkbox"/> Corporate Kit	_____	_____
<input type="checkbox"/> Vehicle Search	_____	_____
<input type="checkbox"/> Driving Record	_____	_____
<input type="checkbox"/> Document Retrieval	_____	_____
_____	_____	_____
<input type="checkbox"/> UCC 1 or 3 File	_____	_____
<input type="checkbox"/> UCC 11 Search	_____	_____
<input type="checkbox"/> UCC 11 Retrieval	_____	_____
<input type="checkbox"/> File No.'s, _____ Copies	_____	_____
<input type="checkbox"/> Courier Service	_____	_____
<input type="checkbox"/> Shipping/Handling	_____	_____
<input type="checkbox"/> Phone ()	_____	_____
<input type="checkbox"/> Top Priority	_____	_____
<input type="checkbox"/> Express Mail Prep.	_____	_____
<input type="checkbox"/> FAX () pgs.	_____	_____

SUBTOTALS

FEE.....	\$ _____
DISBURSED.....	\$ _____
SURCHARGE.....	\$ _____
TAX on corporate supplies.....	\$ _____
SUBTOTAL.....	\$ _____
PREPAID.....	\$ _____
BALANCE DUE.....	\$ _____
_____	\$ _____

REQUEST TAKEN CONFIRMED APPROVED

DATE _____

TIME _____ CK No. _____

BY AAK _____

WALK-IN 3:29 11.02
Will Pick Up _____

Please remit invoice number with payment
TERMS: NET 10 DAYS FROM INVOICE DATE
1 1/2% per month on Past Due Amounts
Past 30 Days, 18% per Annum.

THANK YOU
from
Your Capital Connection

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
95 MAR 29 AM 2:40

**ARTICLES OF INCORPORATION
FOR**

ON-LINE MANAGEMENT, INC.

The undersigned incorporator hereby forms a corporation under Chapter 607 of the laws of the State of Florida.

ARTICLE I

NAME AND ADDRESS

The name of the corporation shall be:

ON-LINE MANAGEMENT, INC.

The address of the principal office of this corporation shall be:

1499 W. Palmetto Park Road

Suite 322

Boca Raton, Florida 33486

ARTICLE II

PURPOSE AND POWERS

This corporation may engage or transact any or all lawful activities or business permitted under the laws of the United States, the state of Florida or any other state, county, territory or nation.

ARTICLE III

CAPITAL STOCK

The maximum number of shares of stock that this corporation is authorized to have outstanding at any one time is 100,000 shares of common stock, \$.01 par value per share.

ARTICLE IV

INITIAL BOARD OF DIRECTORS

The corporation shall have one director initially. The number of directors may be either increased or diminished from time to time as provided in the bylaws but shall never be less than one. The name of the initial director of this corporation is:

EDWARD D. ARIOLI

ARTICLE V

REGISTERED AGENT

The name and street address of the initial registered agent of the corporation shall be:

JEFFREY G. KLEIN

SUITE 270

2600 NORTH MILITARY TRAIL

BOCA RATON, FLORIDA 33431

ARTICLE VI

TERM OF EXISTENCE

This corporation is to exist perpetually.

ARTICLE VI

INCORPORATOR

The name and address of the incorporator to these Articles of Incorporation is:

**JEFFREY G. KLEIN, ESQUIRE
SUITE 270
2600 NORTH MILITARY TRAIL
BOCA RATON, FLORIDA 33431**

IN WITNESS WHEREOF, I have made and subscribed these

Articles of Incorporation this 22nd day of March, 1995



JEFFREY G. KLEIN, INCORPORATOR

ACCEPTANCE OF REGISTERED AGENT DESIGNATED
IN ARTICLES OF INCORPORATION

JEFFREY G. KLEIN, having been designated as the Registered Agent in the above ARTICLES OF INCORPORATION, is familiar with and accepts the obligations of the position of Registered agent under Section 607.0505, Florida Statutes.


JEFFREY G. KLEIN, REGISTERED AGENT

PLEASE READ ALL INSTRUCTIONS BEFORE COMPLETING THIS FORM.

APPLICATION
FOR
REINSTATEMENT



FLORIDA DEPARTMENT OF STATE
Sandra B. Morham
Secretary of State
DIVISION OF CORPORATIONS

DOCUMENT # P95000025220

1 Corporation Name

ON-LINE MANAGEMENT, INC.

Principal Place of Business

Mailing Address

If above addresses are incorrect in any way line through incorrect information and enter correction below

2 New Principal Office Address, If Applicable 1499 W. Palmetto Park Road Suite Apt #, etc Suite 310 City & State Boca Raton, Florida Zip 33486 Country USA	3 New Mailing Address, If Applicable 1499 W. Palmetto Park Road Suite Apt #, etc Suite 310 City & State Boca Raton, Florida Zip 33486 Country USA
---	--

DO NOT WRITE IN THIS SPACE
4 Date Incorporated or Qualified To Do Business in Florida 03-29-95

5 FEI Number 65-0590547
Applied For
Not Applicable

6 CERTIFICATE OF STATUS DESIRED ☐ SB 75 Additional Fee required for a Certificate of Status

7 Names and Street Addresses of Each Officer and/or Director (Florida nonprofit corporations must list at least 3 directors)

1 Title(s)	2 Name of Officers and/or Directors	3 Street Address of Each Officer and/or Director (Do NOT Use Post Office Box Numbers)	4 City / State / Zip
P (D)	Edward D. Arioli	c/o 1499 W. Palmetto Park Rd. Suite 310	Boca Raton, Florida 33486

REINSTATEMENT 96

8. Name and Address of Current Registered Agent

Klein, Jeffrey G.
2600 N. Military Trail
Suite 270
Boca Raton, Florida 33431

9. Name and Address of New Registered Agent

Name
Street Address (P.O. Box Number is Not Acceptable)
Suite, Apt. #, Etc.
City
State FL Zip Code

10 I, being appointed the registered agent of the above named corporation, am familiar with and accept the obligations of Section 607.0505, F.S.

Signature of Registered Agent

REGISTERED AGENT MUST SIGN

Date October 14, 1996

11. Does this corporation pay any intangible tax to the Dept. of Revenue under S. 199.032, Florida Statutes. Yes ☒ No ☐

(See other side for information on intangible tax.)

12 I do hereby certify that the information supplied with this filing is voluntarily furnished and does not qualify for the exemption stated in Section 119.07(3)(k), Florida Statutes. I release the Division of Corporations from any liability or non-compliance with Section 119.07(3)(k) in the event that the information supplied is deemed exempt from public access. I certify that I am an officer or director or the receiver or trustee empowered to execute this application as provided for in chapter 607 or 617, F.S. I further certify that when filing this reinstatement application the reason for dissolution has been eliminated, the corporate name satisfies the requirements of section 607.0401 or 617.0401, F.S., and that all fees owed by the corporation have been paid. The information indicated on this application is true and accurate, and my signature shall have the same legal effect as if made under oath.

SIGNATURE:

Edward D. Arioli

10/14/96

(561) 338-0717

SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR

Date

Daytime Phone #

CR2040 (12/95)

P95000025220

ARTICLES OF MERGER
Merger Sheet

.....
MERGING:

ON-LINE MANAGEMENT, INC., a Florida corporation, P95000025220.

VIATECH COMMUNICATIONS GROUP, INC., a Delaware corporation not
authorized to transact business in Florida.

INTO

PSYCHIC DISCOVERY NETWORK, INC., a Florida corporation, P93000081542

File date: October 18, 1996

Corporate Specialist: Thelma Lewis

P95000025220

LAW OFFICES
BRUCK & PERRY
A PROFESSIONAL CORPORATION

TENTH FLOOR
ONE NEWPORT PLACE
NEWPORT BEACH, CA 92660
FAX 714/955-0835
PHONE 714/955-0600

FILE NO.
67979.01

September 18, 1996

VIA FEDERAL EXPRESS

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

600001951716
-09/19/96--01065--001
****157.50 ****157.50

Re: On-Line Management, Inc., a Florida corporation, Psychic Discovery
Network, Inc., a Florida corporation and Viatch Communications Group,
Inc., a Delaware corporation

Dear Sir/Madam:

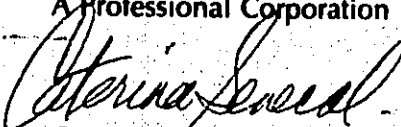
We enclose herewith an original and one (1) copy of Articles of Merger of On-Line
Management, Inc., a Florida corporation with and into Psychic Discovery Network, Inc.,
a Florida corporation. Also enclosed is our firm's check in the amount of \$157.50 with
respect to the filing fee and certification fee.

Please file the original Articles of Merger and return one (1) certified copy to our
offices in the self-addressed, prepaid envelope enclosed for your convenience.

Thank you for your assistance.

Very truly yours,

BRUCK & PERRY
A Professional Corporation


Caterina Senecal
Paralegal

CXS/cs
Enclosures
cc: Teresa T. Fineman, Esq. (I/O)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
96 OCT 18 PM 3:26
Mergers

LAW OFFICES
BRUCK & PERRY
A PROFESSIONAL CORPORATION
500 NEWPORT CENTER DRIVE
SUITE 700
NEWPORT BEACH, CA 92660
714/719-6000

FILE NO.
67979.01

October 17, 1996

VIA FEDERAL EXPRESS

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

Attention: Thelma Lewis
Corporate Specialist Supervisor

Re: Your Reference No. P95000025220
On-Line Management, Inc., a Florida corporation,
Psychic Discovery Network, Inc., a Florida corporation and
Viatch Communications Group, Inc., a Delaware corporation

Dear Ms. Lewis:

Further to your letter dated October 2, 1996, we enclose herewith an application for reinstatement on behalf of On-Line Management, Inc., our firm's check in the amount of \$375.00 with respect to the filing fees thereof, and a copy of your letter dated October 2, 1996 for ease of reference.

We also enclose an original and one (1) copy of Articles of Merger, one copy of a Merger Agreement, with respect to the above-referenced corporations, and a copy of your letter dated September 25, 1996.

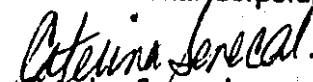
We understand that you are in possession of our firm's check in the amount of \$157.50 with respect to the filing fee and certification fee regarding the merger documents sent to you in our original letter dated September 18, 1996. Would you therefore, file the original Articles of Merger and return one (1) certified copy to our offices in the self-addressed, prepaid envelope enclosed for your convenience.

Florida Secretary of State
October 15, 1996
Page 2

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Very truly yours,

BRUCK & PERRY
A Professional Corporation


Caterina Senecal
Paralegal

CXS/cs
Enclosures
cc: Teresa T. Fineman, Esq. (I/O)



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

October 2, 1996

CATERINA SENECA, PARALEGAL
BRUCK & PERRY, P.A.
10TH FLOOR, ONE NEWPORT PLACE
NEWPORT BEACH, CA 92660

SUBJECT: ON-LINE MANAGEMENT, INC.
Ref. Number: P95000025220

We have received your document for ON-LINE MANAGEMENT, INC. and check(s) totaling \$157.50. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

Our records indicate the above corporation was administratively dissolved 8-23-96, for failure to file the 1996 annual report. The corporation must be reinstated before the merger can be filed. Please accept my apology for having failed to mention this in our previous letter. Attached is the reinstatement form, please complete and return it to this office with the reinstatement filing fees.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (904) 487-6905.

Thelma Lewis
Corporate Specialist Supervisor

Letter Number: 296A00045045

LAW OFFICES
BRUCK & PERRY
A PROFESSIONAL CORPORATION
500 NEWPORT CENTER DRIVE
SUITE 700
NEWPORT BEACH, CA 92660
714/719-6000

FILE NO.
67979.01

September 30, 1996

VIA FEDERAL EXPRESS

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

Re: Your Reference No. P93000081542
On-Line Management, Inc., a Florida corporation,
Psychic Discovery Network, Inc., a Florida corporation and
Viatch Communications Group, Inc., a Delaware corporation

Dear Sir/Madam:

As requested in your letter dated September 25, 1996, we enclose herewith an original and one (1) copy of Articles of Merger and one copy of a Merger Agreement, which contains the plan of merger, with respect to the above-referenced corporations, and a copy of your letter dated September 25, 1995. You are in possession of our firm's check in the amount of \$157.50 with respect to the filing fee and certification fee sent to you in our original letter dated September 18, 1996.

Please file the original Articles of Merger and return one (1) certified copy to our offices in the self-addressed, prepaid envelope enclosed for your convenience.

Thank you for your assistance.

Very truly yours,

BRUCK & PERRY
A Professional Corporation


Caterina Senecal
Paralegal

CXS/cs
Enclosures
cc: Teresa T. Fineman, Esq. (I/O)



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

RECEIVED
SEP 30 1996
BRUCK & PERRY

September 25, 1996

CATERINA SENEAL, PARALEGAL
BRUCK & PERRY, P.A.
10TH FLOOR, ONE NEWPORT PLACE
NEWPORT BEACH, CA 92660

SUBJECT: PSYCHIC DISCOVERY NETWORK, INC.
Ref. Number: P93000081542

We have received your document for PSYCHIC DISCOVERY NETWORK, INC. and check(s) totaling \$157.50. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

A copy of the Plan of Merger, must accompany the Articles of Merger.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (904) 487-6905.

Thelma Lewis
Corporate Specialist Supervisor

Letter Number: 196A00044122

**ARTICLES OF MERGER
Merger Sheet**

MERGING:

ON-LINE MANAGEMENT, INC., a Florida corporation, P95000025220.

VIATECH COMMUNICATIONS GROUP, INC., a Delaware corporation not
authorized to transact business in Florida.

INTO

PSYCHIC DISCOVERY NETWORK, INC., a Florida corporation, P930000081542

File date: October 18, 1996

Corporate Specialist: Thelma Lewis

ARTICLES OF MERGER
OF
ON-LINE MANAGEMENT, INC.
A Florida Corporation
INTO
PSYCHIC DISCOVERY NETWORK, INC.
A Florida Corporation
AND
VIATECH COMMUNICATIONS GROUP, INC.
A Delaware Corporation

FILED
SECRETARY OF CORPORATION
DIVISION
96 OCT 18 PM 3:26

The undersigned corporations, ON-LINE MANAGEMENT, INC., PSYCHIC DISCOVERY NETWORK, INC. and VIATECH COMMUNICATIONS GROUP, INC. do hereby certify that:

1. On-Line Management, Inc. ("On-Line") is a corporation duly organized and validly existing under the laws of the State of Florida.
2. Psychic Discovery Network, Inc. ("PDN") is a corporation duly organized and validly existing under the laws of the State of Florida.
3. Viatech Communications Group, Inc. ("Viatech") is a corporation duly organized and validly existing under the laws of the State of Delaware.
4. On-Line, PDN and Viatech are parties to a merger agreement whereby On-Line will be merged with and into PDN which is a wholly owned subsidiary of Viatech. Pursuant to the merger agreement, the Shareholders of On-Line will receive shares of Viatech in exchange for their shares of On-Line. PDN will be the surviving corporation and On-Line will cease to exist.
5. The Articles of Incorporation of PDN as existing prior to the effective date of the merger, shall continue in full force as the Articles of Incorporation of the surviving corporation.
6. Attached to these Articles of Merger is the merger agreement dated August 2, 1996 ("Merger Agreement") which sets forth the plan of merger providing for the merger of On-Line into PDN.
7. The plan of merger as set forth in the attached Merger Agreement has been approved by Joint Unanimous Written Consent of the Shareholders and Board of Directors of On-Line dated August 2, 1996. On-Line has 400 shares of common stock issued, outstanding and entitled to vote on the plan of merger of which all 400 shares voted in favor of the merger.

8. The plan of merger as set forth in the attached Merger Agreement has been approved by Unanimous Written Consent of the Board of Directors of PDN dated August 2, 1996. Approval by the Shareholders of PDN was not required.

9. The plan of merger as set forth in the attached Merger Agreement has been approved by Unanimous Written Consent of the Board of Directors of Viatch dated August 2, 1996. Approval by the Shareholders of Viatch was not required.

10. The manner in which the exchange of issued shares of On-Line shall be effected is set forth in the attached Merger Agreement.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger at Boca Raton, Florida on August 2, 1996.

ON-LINE MANAGEMENT, INC.,
a Florida corporation

By: 
Theodore Farnsworth, President

PSYCHIC DISCOVERY NETWORK, INC.,
a Florida corporation

By: 
Richard C. Peplin, Jr., President

VIATECH COMMUNICATIONS GROUP,
INC., a Delaware corporation

By: 
Richard C. Peplin, Jr., President

MERGER AGREEMENT

AMONG

ON-LINE MANAGEMENT, INC.,

PSYCHIC DISCOVERY NETWORK, INC.

AND

VIATECH COMMUNICATIONS GROUP, INC.

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Exhibit A - On-Line Share Ownership

MERGER AGREEMENT

THIS MERGER AGREEMENT, made and entered into as of this 2nd day of August, 1996, by and among **PSYCHIC DISCOVERY NETWORK, INC.**, a corporation established and governed under the laws of the State of Florida, ("PDN") a wholly-owned subsidiary of Viatech Communications Group, Inc., **ON-LINE MANAGEMENT, INC.**, a corporation established and governed under the laws of the State of Florida ("On-Line"), PDN and APN being hereinafter sometimes called the "Constituent Corporations" and PDN being hereinafter sometimes called the "Surviving Corporation," and **VIATECH COMMUNICATIONS GROUP, INC.**, a Delaware Corporation ("Parent")(Parent joining as an additional party, not being a Constituent Corporation).

W I T N E S S E T H

On-Line and PDN propose to merge pursuant to this Merger Agreement (the "Merger Agreement"), which provides for the merger of On-Line with and into PDN, with PDN as the surviving corporation (the "Merger"), pursuant to the applicable laws of the State of Florida, at the Effective Time, as defined herein, with the intent to qualify the transactions provided for herein as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"). This Merger Agreement records the representations and warranties made by On-Line, PDN and Parent in connection with the instant Merger, sets forth certain covenants and agreements of the parties, provides conditions to the obligations of the parties and sets forth other provisions relating to the Merger.

NOW, THEREFORE, On-Line, PDN and Parent in consideration of the agreements, covenants and conditions contained herein, hereby make the following representations and warranties, give the following covenants and agree as follows:

A G R E E M E N T

1. The Merger. At the Effective Time (as hereinafter defined) of the Merger, On-Line shall be merged with and into PDN by statutory merger; the separate existence of On-Line shall cease and PDN shall be the surviving corporation, and on the following terms and conditions:

1.1. Effective Time. The Merger shall be effective (the "Effective Time") when this Merger Agreement and/or appropriate certificates of its approval and adoption and acknowledgments shall have been filed with the Department of State of Florida.

1.2. Conversion of Shares. At the Effective Time, by virtue of the Merger, and without any action on the part of the holders thereof:

1.2.1. Each of the shares of On-line common stock, no par value, ("On-Line Common Stock") held by the persons whose names are set forth on Appendix A (the "On-Line Shareholders"), which shall be outstanding immediately prior to the Effective Time (collectively "the Shares") and other than Shares which are dissenting shares, shall cease to be outstanding and shall be converted into shares of common stock, \$.0001 par value, of Parent ("Parent Common Stock") at a ratio of .01 (one one-hundredth) shares of Parent Common Stock for each one (1) share of On-Line Common Stock, except that fractional shares shall be rounded up to the nearest whole share. After the date of this Merger Agreement and prior to the Effective Time, neither On-Line nor PDN shall declare or pay to its shareholders of record a stock dividend upon the On-Line Common Stock or the PDN Common Stock, as the case may be, or subdivide, split up, reclassify or combine the On-Line Common Stock or the PDN Common Stock, as the case may be, or make any other distribution of securities or property in respect of the On-Line Common Stock or the PDN Common Stock, as the case may be or otherwise effect any capital reorganization.

1.2.2. From and after the Effective Time, each holder of a certificate theretofore representing issued and outstanding Shares (but not including Shares which are dissenting shares within the meaning of the Florida 1989 Business Corporation Act) shall, upon the surrender of such certificates to Parent, be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of Parent Common Stock into which the Shares theretofore represented by the certificate or certificates so surrendered shall have been converted pursuant to subsection 1.2.1 above. From and after the Effective Time, until so surrendered, each certificate theretofore representing Shares (except for certificates representing dissenting shares) shall be deemed for all corporate purposes, to evidence the number of shares of Parent Common Stock into which such Shares shall have been converted.

1.3. Restricted Securities. The Parent Common Stock to be issued in exchange for the Shares has not been registered under the Securities Act of 1933, as amended, by reason of an exemption therefrom, and may not be transferred or resold except pursuant to an effective registration statement or exemption from registration and each certificate representing the Shares will be endorsed with the following legends and any legend required to be placed thereon by applicable state securities laws:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THE SHARES HAVE BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF A CURRENT AND EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT WITH RESPECT TO SUCH SHARES, OR AN

OPINION OF THE ISSUER'S COUNSEL TO THE
EFFECT THAT REGISTRATION IS NOT
REQUIRED UNDER THE ACT."

1.4. Articles of Incorporation. The Articles of Incorporation of PDN shall continue to be the Articles of Incorporation of the Surviving Corporation immediately after the Effective Time.

1.5. Bylaws. The Bylaws of PDN in effect immediately prior to the Effective Time shall continue to be the Bylaws of the Surviving Corporation immediately after the Effective Time.

1.6. Directors and Officers. The directors and officers of PDN shall remain and be the directors and officers of the Surviving Corporation at and as of the consummation of the transactions contemplated hereby.

1.7. Dissenters' Rights. PDN and Parent shall take all actions mandated by the Florida 1989 Business Corporation Act to permit and satisfy the exercise of rights of dissent and appraisal by holders of On-Line Common Stock.

2. Representations, Warranties and Agreements of On-Line. As an inducement to PDN and Parent to enter into this Merger Agreement and to consummate the transactions contemplated herein, On-Line represents and warrants to PDN and Parent and agrees as follows:

2.1. Due Organization. On-Line is a corporation duly incorporated and validly existing in good standing under the laws of the State of Florida, and has full corporate power and authority to own or lease its properties and to carry on its business as now conducted. On-Line is duly licensed, qualified to do business and in good standing as a foreign corporation in each jurisdiction in which its failure to be so licensed or qualified would have a material adverse effect on its business taken as a whole.

2.2. Corporate Authority. The execution, delivery and performance by On-Line of this Merger Agreement has been duly authorized and approved by its Board of Directors, subject to approval of the Merger contemplated herein by its shareholders pursuant to section 5.1 hereof, and neither the execution and delivery of this Merger Agreement nor the consummation of the transactions contemplated hereby, nor compliance with nor fulfillment of the terms and provisions herein, will: (i) conflict with or result in a breach of the terms, conditions or provisions of or constitute a default under the Articles of Incorporation or Bylaws of On-Line, any material agreement, instrument or judgment to which it is a party or by which it is bound or any statute or regulatory provisions affecting On-Line; (ii) give any party to or with rights under any such agreement, instrument or judgment the right to terminate, modify or otherwise change the material rights or obligations of PDN or Parent under such agreement, instrument or judgment; or (iii) require the approval, consent or authorization of any Federal, state or local court, governmental authority or regulatory body, other than in connection with or in compliance with the provisions of Sections 607.1301 through 607.1320 of the Florida 1989 Business Corporation

Act and Federal or state securities or antitrust laws. On-Line has, and will have at the Effective Time, full corporate power and corporate authority to merge with PDN pursuant to this Merger Agreement and to do and perform all acts and things required to be done by On-Line under the Merger Agreement, subject to compliance with the provisions of the Florida 1989 Business Corporation Act and Federal or state securities or antitrust laws.

2.3. Capitalization. The authorized capital stock of On-Line consists of 100,000 shares of On-Line Common Stock, no par value, of which 400 shares are issued and outstanding (none of which are owned beneficially or of record by PDN) as of the date of this Merger Agreement. All of the issued and outstanding shares of On-Line Common Stock are duly and validly issued and are fully paid and non-assessable. No other securities of On-Line are outstanding, and On-Line has not issued nor taken any action toward issuance of any other options, warrants, conversion privileges or other rights to purchase or acquire shares of On-Line Common Stock, whether upon exchange for or conversion of other securities or otherwise, and no rescission or redemption rights exist with regard to existing shareholders. No shares of On-Line Common Stock will be issued between the date hereof and the Effective Time.

2.4. Subsidiaries. On-Line has no subsidiaries and no ownership interest in any other entities.

2.5. Financial Statements. On-Line will furnish to PDN its balance sheet for the year ended December 31, 1995 (the "Balance Sheet").

2.6. No Undisclosed Liabilities. On-Line has no material liabilities, fixed or contingent, other than liabilities incurred since the December 31, 1995 Balance Sheet in the ordinary course of business.

2.7. Title To Properties. On-Line has good, valid and marketable title to all of the properties and assets reflected in the On-Line December 31, 1995 Balance Sheet. Except as set forth in the On-Line December 31, 1995 Balance Sheet, all such properties and assets are free and clear of all liens, claims, charges, security interests or other encumbrances.

2.8. Compliance with Laws; Litigation. On-Line is not in default in any material respect under any material agreement, lease or other document to which it is a party, nor has On-Line received written notice of or is, to the knowledge of any executive officer of On-Line, in material violation of any law or order, writ, injunction or decree of any court or Federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality and there are no material lawsuits, proceedings, claims or governmental investigations pending or, to the knowledge of any executive officer of On-Line, threatened against On-Line or against its properties or business, nor is there any reasonable basis known to On-Line for any such action and there is no action, suit, proceeding or investigation pending, threatened or, to the knowledge of On-Line, contemplated which questions the legality, validity or propriety of the transactions contemplated by this Merger Agreement.

2.9. Tax Returns. On-Line has (i) filed or has caused to be filed all federal, state and local franchise, income, sales, gross receipts and all other tax returns and statements required to be filed by On-Line or on its behalf and which were due prior to the date of this Merger Agreement (the "Tax Returns and Statements") and (ii) paid within the time and in the manner prescribed by law all taxes due prior to the date of this Merger Agreement. No tax assessment or deficiency has been made against On-Line nor has any notice been given of any actual or proposed assessment or deficiency which has not been paid or for which an adequate reserve has not been set aside.

2.10. Full Disclosure. No representation or warranty by On-Line in this Merger Agreement or any written information, documents or memoranda furnished or to be furnished by On-Line or any of its authorized representatives to PDN or Parent or any of their representatives is false or misleading in any material respect or omits to state a material fact required to be stated therein or necessary in order to make any of the statements therein not misleading.

2.11. Board Action. The Board of Directors of On-Line, by requisite vote, determined that the Merger is in the best interests of On-Line and its shareholders, approved the Merger Agreement and recommended approval and adoption of the Merger Agreement by the shareholders of On-Line.

3. Representations, Warranties and Agreements of PDN. As an inducement to On-Line to enter into this Merger Agreement and to consummate the transactions contemplated herein, PDN hereby represents and warrants to On-Line and its shareholders and agrees as follows:

3.1. Organization of PDN. PDN is a corporation duly incorporated and validly existing in good standing under the laws of the State of Florida. PDN has full corporate power and authority to consummate the Merger as provided herein and PDN has full corporate power to own or lease its properties and to carry on its business as it is currently conducted. PDN is duly licensed, qualified to do business and in good standing as a foreign corporation in each jurisdiction in which its failure to be so licensed or qualified would have a material adverse effect on its business taken as a whole.

3.2. Corporate Authority. The execution, delivery and performance by PDN of this Merger Agreement have been duly authorized and approved by the Board of Directors of PDN, and neither the execution nor delivery of this Merger Agreement nor the consummation of the transactions contemplated hereby, nor compliance with nor fulfillment of the terms and provisions herein, will, (i) conflict with or result in a breach of the terms, conditions or provisions of or constitute a default under the Articles of Incorporation or Bylaws of PDN, or any material agreement, instrument or judgment to which PDN is a party or by which it is bound or any statute or regulatory provisions affecting PDN, (ii) give any party to or with rights under any such agreement, instrument or judgment the right to terminate, modify or otherwise change the material rights or obligations of PDN under such agreement, instrument or judgment, or (iii) require the approval, consent or authorization of any Federal, state or local court, governmental authority or regulatory body, other than in connection with or in compliance with the provisions of the Sections 607.1301 through

607.1320 of the Florida 1989 Business Corporation Act and Federal or state securities or antitrust laws. PDN will have at the Effective Time, full corporate power and corporate authority to do and perform all acts and things required to be done by PDN under this Merger Agreement, subject to compliance with the provisions of the Florida 1989 Business Corporation Act and Federal or state securities or antitrust laws.

3.3. Board Action. The Board of Directors of PDN, by requisite vote, determined that the Merger is in the best interests of PDN and approved the Merger Agreement.

4. Representations, Warranties and Agreements of Parent. As an inducement to On-Line to enter into this Merger Agreement and to consummate the transactions contemplated herein, Parent hereby represents and warrants to On-Line and its shareholders and agrees as follows:

4.1. Organization of Parent. Parent is a corporation duly incorporated and validly existing in good standing under the laws of the State of Delaware. Parent has full corporate power and authority to consummate the Merger as provided herein and Parent has full corporate power to own or lease its properties and to carry on its business as it is currently conducted. Parent is duly licensed, qualified to do business and in good standing as a foreign corporation in each jurisdiction in which its failure to be so licensed or qualified would have a material adverse effect on its business taken as a whole.

4.2. Corporate Authority. The execution, delivery and performance by Parent of this Merger Agreement have been duly authorized and approved by the Board of Directors of Parent, and neither the execution nor delivery of this Merger Agreement nor the consummation of the transactions contemplated hereby, nor compliance with nor fulfillment of the terms and provisions herein, will, (i) conflict with or result in a breach of the terms, conditions or provisions of or constitute a default under the Articles of Incorporation or Bylaws of Parent, or any material agreement, instrument or judgment to which Parent is a party or by which it is bound or any statute or regulatory provisions affecting Parent, (ii) give any party to or with rights under any such agreement, instrument or judgment the right to terminate, modify or otherwise change the material rights or obligations of Parent under such agreement, instrument or judgment, or (iii) require the approval, consent or authorization of any Federal, state or local court, governmental authority or regulatory body, other than in connection with or in compliance with the provisions of the Sections 607.1301 through 607.1320 of the Florida 1989 Business Corporation Act and Federal or state securities or antitrust laws. Parent will have at the Effective Time, full corporate power and corporate authority to do and perform all acts and things required to be done by Parent under this Merger Agreement, subject to compliance with the provisions of the Florida 1989 Business Corporation Act and Federal or state securities or antitrust laws.

4.3. Capitalization. The authorized capital stock of Parent consists of 20,000,000 shares of Parent Common Stock, \$.0001 par value, of which following the merger 4,612,507 shares will be issued and outstanding. The shares of Parent Common Stock to be issued to the shareholders of On-Line pursuant to this Merger Agreement will,

when issued and delivered in accordance with the terms of this Merger Agreement, will be validly issued, fully paid and non-assessable, and not subject to preemptive rights.

4.4. No Undisclosed Liabilities. Parent has no undisclosed material liabilities, either fixed or contingent.

4.5. Compliance with the Laws: Litigation. Parent is not in default in any material respect under any material agreement, lease or other document to which it is a party, or has received written notice of or is, to the knowledge of any executive officer of Parent, in material violation of any law or order, writ, injunction or decree of any court or Federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality. There are no material lawsuits, proceedings, claims or governmental investigations pending or, to the knowledge of any executive officer of Parent, threatened against Parent or against its properties or business, nor is there any reasonable basis known to Parent for any such action and there is no action, suit, proceeding or investigation pending, threatened or, to the knowledge of Parent, contemplated which questions the legality, validity or propriety of the transactions contemplated by this Merger Agreement.

4.6. Tax Returns. Parent has (i) filed or has caused to be filed all federal, state and local franchise, income, sales, gross receipts and all other tax returns and statements required to be filed by Parent or on its behalf and which were due prior to the date of this Merger Agreement (the "Tax Returns and Statements") and (ii) paid within the time and in the manner prescribed by law all taxes due prior to the date of this Merger Agreement. The Tax Returns and Statements are true, complete and accurate in all material respects. No tax assessment or deficiency has been made against Parent nor has any notice been given of any actual or proposed assessment or deficiency which has not been paid or for which an adequate reserve has not been set aside.

4.7. Full Disclosure. No representation or warranty by Parent to On-Line under this Merger Agreement or any of the written information, documents or memoranda furnished or to be furnished by Parent or any of its authorized representatives to On-Line or any of its representatives is false or misleading or omits to state a material fact required to be stated therein or necessary in order to make any of the statements therein not misleading.

4.8. Board Action. The Board of Directors of Parent, by requisite vote, determined that the Merger is in the best interests of Parent and approve the Merger Agreement.

5. Action Prior to the Effective Time. The parties covenant to take the following action between the date hereof and the Effective Time:

5.1. Approval of On-Line Shareholders. On-Line will obtain the approval of its shareholders for the Merger on the terms and conditions set forth in this Merger Agreement and in connection therewith will comply fully with the applicable provisions of the Florida 1989 Business Corporation Act relating to the calling and holding of a meeting of shareholders or the action by shareholders without a meeting for such purpose.

5.2. Accuracy of Representations and Warranties. PDN, Parent and On-Line shall refrain from taking any action which would render any representation and/or warranty contained in paragraphs 2, 3 and 4 of this Merger Agreement inaccurate as of the Effective Time. On-Line will promptly notify PDN and Parent of any lawsuits, claims, proceedings or investigations that may be threatened, brought, asserted or commenced against On-Line or its subsidiary or any of their officers or directors (i) involving in any way the Merger or (ii) which might have a material adverse impact on the business, properties or assets of On-Line, taken as a whole. PDN and Parent will promptly notify On-Line of any lawsuits, claims, proceedings or investigations that may be threatened, brought, asserted or commenced against PDN and Parent or their officers or directors (i) involving in any way the Merger or (ii) which might have a material adverse impact on the business, properties or assets of PDN or Parent, taken as a whole.

5.3. Closing. The transactions contemplated in this Merger Agreement shall be closed at the offices of PDN and this Merger Agreement Articles of Merger shall be filed promptly following such closing.

6. Conditions Precedent to Obligation of PDN and Parent. The obligation of PDN and Parent to effect the Merger is subject to the satisfaction on or prior to the Effective Time of each of the following conditions:

6.1. No Adverse Change; Corporate Action. No material adverse change shall have occurred in the assets, liabilities, business, operations, properties, prospects or condition (financial or otherwise) of On-Line. On-Line shall have performed in all material respects all obligations and agreements and complied in all material respects with all covenants and conditions contained in this Merger Agreement to be performed and complied with by it at or prior to the Effective Time.

6.2. No Litigation. No order of any court or administrative agency shall be in effect which restrains or prohibits the transactions contemplated by this Merger Agreement and no suit, action, investigation, inquiry or proceeding by any governmental body or other person or legal or administrative proceeding shall have been instituted or threatened which questions the validity or legality of the transactions contemplated hereby.

6.3. Securities Laws. PDN and Parent shall have received all necessary permits and otherwise complied with any state Blue Sky, securities, tender offer or take-over laws applicable to the issuance of shares of PDN and Parent Common Stock in connection with the Merger. PDN and Parent agree to use their best efforts promptly to accomplish the foregoing.

7. Conditions Precedent to Obligation of On-Line. The obligation of On-Line to effect the Merger is subject to the fulfillment at or prior to the Effective Time each of the following conditions:

7.1. Accuracy of Representations and Warranties; Performance of Obligations. The representations and warranties of PDN and Parent contained in this Merger Agreement, or in any certificate or document delivered pursuant to the provisions hereof shall be true and correct on and as of the Effective Time as though such representations and warranties were made at and as of such time. PDN and parent shall have performed in all material respects all obligations and agreements and complied in all material respects with all covenants and conditions contained in this Merger Agreement to be performed and complied with by it at or prior to the Effective Time.

7.2. No Litigation. No order of any court or administrative agency shall be in effect which restrains or prohibits the transactions contemplated by this Merger Agreement and no suit, action, investigation, inquiry or proceeding by any governmental body or other person or legal or administrative proceeding shall have been instituted or threatened which questions the validity or legality of the transactions contemplated hereby.

8. Other Provisions.

8.1. Governing Law. This Merger Agreement shall be construed and interpreted according to the laws of the State of Florida and the Florida 1989 Business Corporation Act shall be applicable to approval of the Merger by the board of directors and shareholders of PDN and On-Line, and to the procedures relating to filing of the Merger Agreement with the Department of State of Florida.

8.2. Waiver. To the extent otherwise permitted by applicable law any party may, at its option, waive in writing any and all of the conditions herein contained to which its obligations hereunder are subject.

8.3. Survival. The representations and warranties of PDN, Parent and On-Line contained herein shall expire and be terminated and extinguished at the Effective Time or the termination and abandonment of this Merger Agreement. The agreements in sections 1 and 4.3 shall survive the Effective Time.

8.4. No Indemnification. Except as set forth in this Merger Agreement, there shall be no agreement, express or implied, to indemnify PDN, Parent or On-Line, with respect to the respective covenants, representations or warranties expressed herein.

9. Titles and Headings. The titles and headings contained in this Merger Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Merger Agreement.

10. Notices. All notices, requests, demands, and other communications given, or required to be given pursuant to the terms of this Merger Agreement shall be in writing and may be delivered in person (by hand, messenger, or other confirmable form of delivery), or be sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows, or by Federal Express or other nationally recognized overnight courier service, addressed as follows, or by facsimile transmission, to the following respective numbers, followed by a copy being delivered in person, by mail, or by overnight courier as specified herein:

If to PDN:

Psychic Discovery Network, Inc.
Attention: Edward D. Arioli
1499 West Palmetto Park Road, Ste. 310
Boca Raton, Florida 33486

If to On-Line:

On-Line Management, Inc.
Attention: Theodore Farnsworth
1499 West Palmetto Park Road, Ste. 310
Boca Raton, Florida 33486

If to Parent:

Viatech Communications Group, Inc.
Attention: Richard C. Peplin, Jr.
1499 West Palmetto Park Road, Ste. 310
Boca Raton, Florida 33486

Any party may, by written notice to any other, specify a different address or numbers for notice purposes. Any notice sent to the party to whom it is addressed in accordance with this paragraph will be deemed to have been given (i) when received, if personally delivered; (ii) if sent by registered or certified mail, return receipt requested, upon the date of delivery shown on the receipt card, or if no date is shown, the postmark thereon; (iii) if sent via Federal Express or other nationally recognized overnight courier, one (1) business day after deposit with such overnight courier; or (iv) if sent by facsimile transmission, on the day on which it is sent, if receipt of transmission is confirmed by telephone. If notice is received on a Saturday, Sunday or legal holiday, it will be deemed to have been given and received on the next following business day.

11. Assignment. This Merger Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and assigns, provided that neither this Merger Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties hereto.

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


13. Amendment. This Merger Agreement may be amended by the parties hereto at any time before or after approval hereof by the shareholders of PDN, Parent and/or On-

Line, but after any such approval by the shareholders of PDN, Parent or On-Line, no amendment shall be made without further approval by the board of directors of PDN and Parent and by the shareholders of PDN, Parent and On-Line, if such amendment would materially or adversely affect the shareholders, would amend the articles of incorporation, or would affect the amount or kind of stock, securities or other consideration to be exchanged under this Agreement.

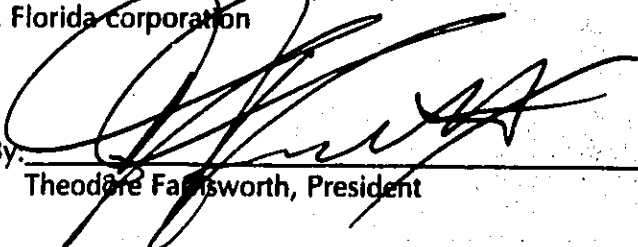
IN WITNESS WHEREOF, the undersigned directors and officers of each of the parties of this Merger Agreement, pursuant to authority duly given by their respective Board of Directors, have caused this Merger Agreement to be duly executed.

Constituent Corporations:

PSYCHIC DISCOVERY NETWORK, INC.,
a Florida corporation

By: 
Richard C. Peplin, Jr., President

ON-LINE MANAGEMENT, INC.,
a Florida corporation

By: 
Theodore Farnsworth, President

VIATECH COMMUNICATIONS GROUP, INC.,
a Delaware corporation


By: 
Richard C. Peplin, Jr., President

EXHIBIT A

On-Line Share Ownership

<u>Shareholder</u>	<u>Number of Shares</u>
Edward D. Arioli	100
Richard C. Peplin, Jr.	100
Theodore Farnsworth	100
David Russell, Jr.	100