

P96000006090

CAPITAL CONNECTION, INC.

417 E. Virginia St., Suite 1, Tallahassee, FL 32301, (904) 224-8670  
Mailing Address: Post Office Box 10349, Tallahassee, FL 32302  
TOLL FREE No. 1-800-342-8062  
FAX (904) 222-1222

NAME \_\_\_\_\_  
FIRM \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PHONE ( ) \_\_\_\_\_

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State Fee \$ \_\_\_\_\_ Our \$ \_\_\_\_\_

RECEIVED  
96 JAN 22 PM 3:12  
DIVISION OF CORPORATION

PH 1/23/96

REQUEST TAKEN CONFIRMED APPROVED  
DATE \_\_\_\_\_  
TIME \_\_\_\_\_  
BY gen CK No. \_\_\_\_\_

WALK-IN 1/22 4:00  
Will Pick Up

RE: Web Staff File

96 JAN 22 AM 9:27

SEC. OF CORP. STATE DISBURSED  
TALLAHASSEE, FLORIDA

Capital Express™  
✓ Art. of Inc. File \_\_\_\_\_  
Corp. Record Search \_\_\_\_\_  
Ltd. Partnership File \_\_\_\_\_  
Foreign Corp. File \_\_\_\_\_  
✓ ( ) Cert. Copy(s) photo \_\_\_\_\_  
Art. of Amend. File \_\_\_\_\_  
Dissolution/Withdrawal \_\_\_\_\_  
C U B \_\_\_\_\_  
Fictitious Name File \_\_\_\_\_  
Name Reservation \_\_\_\_\_  
Annual Report/Maintenance \_\_\_\_\_  
Reg. Agent Service \_\_\_\_\_  
Document Filing \_\_\_\_\_  
Corporate Kit \_\_\_\_\_  
Vehicle Search \_\_\_\_\_  
Driving Record \_\_\_\_\_  
Document Retrieval \_\_\_\_\_  
UCC 1 or 3 File \_\_\_\_\_  
UCC 11 Search \_\_\_\_\_  
UCC 11 Retrieval \_\_\_\_\_  
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Courier Service \_\_\_\_\_  
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SUBTOTALS \_\_\_\_\_

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

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

**ARTICLES OF INCORPORATION**  
**FOR**  
**WEB STAR INC.**

**FILED**  
95 JAN 22 AM 0:27  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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:

**WEB STAR INC.**

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

**1499 W. Palmetto Park Road, Suite 310**

**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 10,000 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 and address of the initial director of this corporation is:

**THEODORE FARNSWORTH**  
**1499 W. Palmetto Park Road, Suite 310**  
**Boca Raton, Florida 33486**

**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 VII**  
**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 17<sup>th</sup> day of July, 1996

  
\_\_\_\_\_  
**JEFFREY G. KLEIN, INCORPORATOR**

FILED  
96 JAN 23 AM 8:27  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**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**

# P96000006690

## 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

№ 52504

NAME \_\_\_\_\_  
 FIRM \_\_\_\_\_  
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PHONE ( ) \_\_\_\_\_

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 One Day Service Two Day Service

To us via \_\_\_\_\_ Return via \_\_\_\_\_

Matter No.: \_\_\_\_\_ Express Mail No. \_\_\_\_\_

State Fee \$ \_\_\_\_\_ Our \$ \_\_\_\_\_

RE: \_\_\_\_\_

Capital Express™  
 Art. of Inc. File \_\_\_\_\_  
 Corp. Record Search \_\_\_\_\_  
 Ltd. Partnership File \_\_\_\_\_  
 Foreign Corp. File \_\_\_\_\_  
☒ ( ) Cert. Copy(s) \_\_\_\_\_  
☒ Art. of Amend. File *Me 1*  
 Dissolution/Withdrawal \_\_\_\_\_  
 C U S- \_\_\_\_\_  
 Fictitious Name File \_\_\_\_\_  
 Name Reservation \_\_\_\_\_  
 Annual Report/Reinstatement \_\_\_\_\_  
 Reg. Agent Service \_\_\_\_\_  
 Document Filing \_\_\_\_\_

C.C. FEES DISBURSED

FILED  
 MAY 20 1996  
 TALLAHASSEE, FL

Corporate Kit \_\_\_\_\_  
 Vehicle Search \_\_\_\_\_  
 Driving Record \_\_\_\_\_  
 Document Retrieval \_\_\_\_\_

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UCC 1 or 3 File \_\_\_\_\_  
 UCC 11 Search \_\_\_\_\_  
 UCC 11 Retrieval \_\_\_\_\_  
 File No.'s, \_\_\_\_\_ Copies \_\_\_\_\_  
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 Shipping/Handling \_\_\_\_\_  
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 MAY 22 AM 9:39  
 DIVISION OF CORPORATIONS

C. TAX \_\_\_\_\_

FILED \_\_\_\_\_

M. AC \_\_\_\_\_

SUBTOTALS *105*

FEE *52.50*

DISBURSED *157.50*

SURCHARGE \_\_\_\_\_

TAX on corporate supplies \_\_\_\_\_

SUBTOTAL \_\_\_\_\_

PREPAID \_\_\_\_\_

BALANCE DUE \_\_\_\_\_

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*File 1st*  
*File 2nd*  
*File 3rd*

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REQUEST	TAKEN	CONFIRMED	APPROVED
DATE	5/20		
TIME	9:30		
BY	<i>[Signature]</i>		CK No. _____

WALK-IN  
 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

P960000006690

FLORIDA DEPARTMENT OF STATE  
Sandra B. Mortham  
Secretary of State

ARTICLES OF MERGER  
Merger Sheet

.....  
MERGING:

WSV MERGER SUBSIDIARY, INC., a Florida corporation P96000041930

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

INTO

**WEB STAR INC.,** a Florida corporation, P96000006690

File date: May 20, 1996

Corporate Specialist: Annette Hogan

ARTICLES OF MERGER  
OF  
WSV MERGER SUBSIDIARY, INC., A Florida Corporation  
WEB STAR INC., A Florida Corporation  
AND  
VIATECH COMMUNICATIONS GROUP, INC., A Delaware Corporation

FILED  
96 MAY 20 PM 1:21  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned corporations, Viatech Communications Group, Inc., WSV MERGER SUBSIDIARY, INC. and WEB STAR INC. do hereby certify:

1. WSV Merger Subsidiary, Inc. ("WSV") is a corporation duly organized and validly existing under the laws of the State of Florida.

2. Web Star Inc. ("Web Star") 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. Web Star, WSV and Viatech are parties to a Merger Agreement whereby WSV will be merged with and into Web Star. Web Star will be the surviving corporation and WSV will cease to exist. Pursuant to the Merger Agreement, shareholders of Web Star will receive shares of Viatech in exchange for their shares of Web Star and Web Star will become a wholly owned subsidiary of Viatech.

5. The Articles of Incorporation of Web Star 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 May 16, 1996 ("Merger Agreement") which sets forth the plan of merger providing for the merger of WSV into Web Star.

7. The plan of merger as set forth in the attached Merger Agreement has been approved by Joint Unanimous Written Consent of the Sole Shareholder and Board of Directors of WSV dated May 16, 1996. WSV has 100 shares of common stock issued, outstanding and entitled to vote on the plan of merger of which all 100 shares voted in favor of the merger.

8. 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 Web Star dated May 16, 1996. Web Star has 4,000 shares of common stock issued, outstanding and entitled to vote on the plan of merger of which all 4,000 shares voted in favor of the merger.




9. The manner in which the exchange of Issued shares of Web Star shall be effected is set forth in the attached Merger Agreement.


10. The plan of merger as set forth in the Merger Agreement has been approved by Unanimous Written Consent of the Viatch Board of Directors dated May 16, 1996. No approval by Viatch shareholders was required.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger at Boca Raton, Florida on May 16, 1996.


WSV MERGER SUBSIDIARY, INC.,  
a Florida corporation

By:   
Richard C. Peplin, Jr., President

WEB STAR INC.,  
a Florida corporation

By:   
Theodore Farnsworth, President

VIATECH COMMUNICATIONS  
GROUP, INC., a Delaware corporation

By:   
Richard C. Peplin, Jr., President

9. The manner in which the exchange of issued shares of Web Star shall be effected is set forth in the attached Merger Agreement.

10. The plan of merger as set forth in the Merger Agreement has been approved by Unanimous Written Consent of the Viatch Board of Directors dated May 16, 1996. No approval by Viatch shareholders was required.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger at Boca Raton, Florida on May 16, 1996.

WSV MERGER SUBSIDIARY, INC.,  
a Florida corporation

By: \_\_\_\_\_  
Richard C. Peplin, Jr., President

WEB STAR INC.,  
a Florida corporation

By: \_\_\_\_\_  
Theodore Farnsworth, President

VIATECH COMMUNICATIONS  
GROUP, INC., a Delaware corporation

By: \_\_\_\_\_  
Richard C. Peplin, Jr., President

**MERGER AGREEMENT**

**AMONG**

**VIATECH COMMUNICATIONS GROUP, INC.**

**WSV MERGER SUBSIDIARY, INC.**

**AND**

**WEB STAR INC.**

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Exhibit A - WSI Share Ownership

## MERGER AGREEMENT

THIS MERGER AGREEMENT, made and entered into as of this 16th day of May, 1996, by and among **WEB STAR INC.**, a corporation established and governed under the laws of the State of Florida ("WSI"), **WSV MERGER SUBSIDIARY, INC.**, a corporation to be established and governed under the laws of the State of Florida ("Merger Subsidiary"), WSI and Merger Subsidiary being hereinafter sometimes called the "Constituent Corporations" and WSI being hereinafter sometimes called the "Surviving Corporation", and **VIATECH COMMUNICATIONS GROUP, INC.**, a Delaware corporation ("Viatech") (Viatech joining as an additional party, not being a Constituent Corporation).

## W I T N E S S E T H

Merger Subsidiary and WSI propose to merge pursuant to this Merger Agreement (the "Merger Agreement"), which provides for the merger of Merger Subsidiary with and into WSI, with WSI 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"). Concurrently herewith, Viatech has entered into a merger agreement with Psychic Discovery Network, Inc. ("PDN"), whereby a wholly-owned subsidiary of Viatech shall merge with and into PDN, with PDN as the surviving corporation and in which PDN shareholders shall receive Viatech shares (the "PDN Merger"). This Merger Agreement records the representations and warranties made by Viatech, Merger Subsidiary and WSI 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, Viatech, Merger Subsidiary and WSI 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, Merger Subsidiary shall be merged with and into WSI by statutory merger; the separate existence of Merger Subsidiary shall cease and WSI 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. The shares of Merger Subsidiary common stock which shall be outstanding immediately prior to the Effective Time of the Merger shall be converted into one hundred (100) shares of common stock of the Surviving Corporation.

1.2.2. Each of the shares of WSI common stock, \$.01 par value, ("WSI Common Stock") held by WSI Shareholders, as described in Appendix A (the "WSI 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 Viatch ("Viatch Common Stock") at a ratio of 210.216 shares of Viatch Common Stock for each one (1) share of WSI Common Stock, except that fractional shares shall be rounded up to the nearest whole share. Holders of certificates which represent the Shares shall thereafter have no rights as shareholders of the Surviving Corporation. Except for issuance by Viatch of stock in connection with the PDN Merger, after the date of this Merger Agreement and prior to the Effective Time, neither Viatch nor WSI shall declare or pay to its shareholders of record a stock dividend upon the Viatch Common Stock or the WSI Common Stock, as the case may be, or subdivide, split up, reclassify or combine the Viatch Common Stock or the WSI Common Stock, as the case may be, or make any other distribution of securities or property in respect of the Viatch Common Stock or the WSI Common Stock, as the case may be or otherwise effect any capital reorganization.

1.2.3. 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 Viatch, be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of Viatch Common Stock into which the Shares theretofore represented by the certificate or certificates so surrendered shall have been converted pursuant to subsection 1.2.2 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 Viatch Common Stock into which such Shares shall have been converted.

1.2.4. Immediately after the Effective Time, the stock transfer books of the Surviving Corporation shall be closed except for registration of transfers incident to the conversion of Merger Subsidiary common stock into common stock of the Surviving Corporation pursuant to subsection 1.2.1 above and no transfer of record of Shares shall thereafter be made or consummated.

1.3. Restricted Securities. The Viatch 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 WSI shall continue to be the Articles of Incorporation of the Surviving Corporation immediately after the Effective Time.

1.5. Bylaws. The Bylaws of WSI 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. Dissenters' Rights. Viatch and WSI 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 WSI Common Stock.

1.7. Directors and Officers. The directors and officers of WSI shall remain and be the directors and officers of the Surviving Corporation at and as of the consummation of the transactions contemplated herein.

2. Representations, Warranties and Agreements of WSI and WSI Shareholders. As an inducement to Viatch and Merger Subsidiary to enter into this Merger Agreement and to consummate the transactions contemplated herein, WSI, and the WSI shareholders as to Sections 2.12 and 2.14 only, represent and warrant to Viatch and Merger Subsidiary and agree as follows:

2.1. Due Organization. WSI 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. WSI 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 WSI 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 4.1 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 WSI, 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 WSI; (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 WSI 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. WSI has, and will have at the Effective Time, full corporate power and corporate authority to complete the merger with Merger Subsidiary pursuant to this Merger Agreement and to do and perform all acts and things required to be done by WSI 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 WSI consists of 10,000 shares of WSI Common Stock, \$.01 par value, of which 4,000 shares are issued and outstanding (none of which are owned beneficially or of record by WSI) as of the date of this Merger Agreement. All of the issued and outstanding shares of WSI Common Stock are duly and validly issued and are fully paid and non-assessable. Except as set forth on Exhibit B, no other securities of WSI are outstanding, and WSI 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 WSI 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 WSI Common Stock will be issued between the date hereof and the Effective Time.

2.4. Subsidiaries. WSI has no subsidiaries and no ownership interest in any other entities.

2.5. No Financial Statements. WSI was incorporated on January 22, 1996 and has had no significant operations to date.

2.6. No Undisclosed Liabilities. WSI has no material liabilities, fixed or contingent.

2.7. Title To Properties. WSI has good, valid and marketable title to all of the properties and assets. 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. WSI is not in default in any material respect under any material agreement, lease or other document to which it is a party, nor has WSI received written notice of or is, to the knowledge of any executive officer of WSI, 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 WSI, threatened against WSI or against its properties or business, nor is there any reasonable basis known to WSI for any such action and there is no action, suit, proceeding or investigation pending, threatened or, to the knowledge of WSI, contemplated which questions the legality, validity or propriety of the transactions contemplated by this Merger Agreement.

2.9. Tax Returns. WSI 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 WSI 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 WSI 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 WSI in this Merger Agreement or any written information, documents or memoranda furnished or to be furnished by WSI or any of its authorized representatives to Viatch or Merger Subsidiary 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 WSI, by requisite vote, determined that the Merger is in the best interests of WSI and its shareholders, approved the Merger Agreement and recommended approval and adoption of the Merger Agreement by the shareholders of WSI.

2.12. Title to Target Shares. Each WSI Shareholder owns and holds title to, and will at the Effective Time own and hold title to, respectively, the WSI Common Stock (or shares) now (and at Effective Time to be) owned by him or her, as set forth in Exhibit A, free and clear of any lien, charge or encumbrance of any kind.

2.13. Continuity of Business Enterprise. WSI operates at least one significant historic business line, or owns at least a significant portion of its historic business assets, within the meaning of Treasury Regulation § 1.368-1(d) promulgated under the Internal Revenue Code.

2.14. No Intent to Sell. No WSI Shareholder has, or at the Effective Time will have, any present plan, intention or arrangement to sell, transfer or otherwise in any manner dispose of any of the Viatch Common Stock to be issued to such Shareholder pursuant to the merger.

3. Representations, Warranties and Agreements of Viatch and Merger Subsidiary. As an inducement to WSI to enter into this Merger Agreement and to consummate the transactions contemplated herein, Viatch and Merger Subsidiary hereby represent and warrant to WSI and its shareholders and agree as follows:

3.1. Organization of Viatch and Merger Subsidiary. Viatch is a corporation duly incorporated and validly existing in good standing under the laws of the State of Delaware; Merger Subsidiary is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Florida and is a directly and wholly owned subsidiary of Viatch; Viatch and Merger Subsidiary each has full corporate power and authority to consummate the Merger as provided herein and Viatch has full corporate power to own or lease its properties and to carry on its business as it is currently conducted. Viatch 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 Viatch and Merger Subsidiary of this Merger Agreement have been duly authorized and approved by the Boards of Directors of Viatch and Merger Subsidiary, subject to the approval of the shareholders of Viatch pursuant to section 4.1, 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 Viatch, the Articles of Incorporation or Bylaws of Merger Subsidiary or any material agreement, instrument or judgment to which Viatch or Merger Subsidiary is a party or by which either is bound or any statute or regulatory provisions affecting Viatch or Merger Subsidiary, (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 Viatch or Merger Subsidiary 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. Merger Subsidiary has, and will have at the Effective Time, full corporate power and corporate authority to merge with WSI pursuant to this Merger Agreement and Viatch and Merger Subsidiary 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 them 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. Capitalization. The authorized capital stock of Viatch consists of 20,000,000 shares of Viatch Common Stock, \$.0001 par value, of which following the Merger and the PDN Merger 4,000,003 shares will be issued and outstanding. The shares of Viatch Common Stock to be issued to the shareholders of WSI pursuant to this Merger Agreement, 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.

3.4. No Undisclosed Liabilities. Viatch has no material undisclosed liabilities, either fixed or contingent.

3.5. Compliance with the Laws; Litigation. Neither Viatch or Merger Subsidiary is 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 Viatch or Merger Subsidiary, 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 Viatch or Merger Subsidiary, threatened against Viatch or Merger Subsidiary or against its properties or business, nor is there any reasonable basis known to Viatch or Merger Subsidiary for any such action and there is no action, suit, proceeding or investigation pending, threatened or, to the knowledge of Viatch or Merger Subsidiary, contemplated which questions the legality, validity or propriety of the transactions contemplated by this Merger Agreement.

3.6. Tax Returns. Viatch 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 Viatch 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 Viatch 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.

3.7. Full Disclosure. No representation or warranty by Viatch and Merger Subsidiary to WSI under this Merger Agreement or any of the written information, documents or memoranda furnished or to be furnished by Viatch or any of its authorized representatives to WSI 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.

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

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

4.1. Approval of WSI Shareholders. WSI 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 of shareholders without a meeting for such purpose.

4.2. Accuracy of Representations and Warranties. WSI and Viatch shall refrain from taking any action which would render any representation and/or warranty contained in paragraphs 2 and 3 of this Merger Agreement inaccurate as of the Effective Time. Viatch will promptly notify WSI of any lawsuits, claims, proceedings or investigations that may be threatened, brought, asserted or commenced against Viatch 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 Viatch, taken as a whole. WSI will promptly notify Viatch of any lawsuits, claims, proceedings or investigations that may be threatened, brought, asserted or commenced against WSI or its 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 WSI, taken as a whole.

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

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

5.1. 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 WSI. WSI 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.

5.2. 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.

5.3. Securities Laws. Viatech 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 Viatech Common Stock in connection with the Merger. Viatech agrees to use its best efforts promptly to accomplish the foregoing.

6. Conditions Precedent to Obligation of WSI. The obligation of WSI to effect the Merger is subject to the fulfillment at or prior to the Effective Time of each of the following conditions:

6.1. Accuracy of Representations and Warranties; Performance of Obligations. The representations and warranties of Viatech and Merger Subsidiary 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. Viatech 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.

7. Other Provisions.

7.1. 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 WSI and Merger Subsidiary and to the procedures relating to filing of the Merger Agreement with the Department of State of Florida.

7.2. 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.

7.3. Survival. The representations and warranties of WSI, Merger Subsidiary and Viatech 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 3.3 shall survive the Effective Time.

7.4. No Indemnification. Except as set forth in this Merger Agreement, there shall be no agreement, express or implied, to indemnify WSI, Merger Subsidiary or Viatech with respect to the respective covenants, representations or warranties expressed herein.

8. 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.

9. 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 WSI:

Web Star Inc.  
Attention: Theodore Farnsworth  
1499 West Palmetto Park Road, Ste. 310  
Boca Raton, Florida 33486

If to Viatch or  
Merger Subsidiary:

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

Either party may, by written notice to the 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.

10. 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.

11. 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.

12. Amendment. This Merger Agreement may be amended by the parties hereto at any time before or after approval hereof by the shareholders of WSI and/or Viatch, but

after any such approval by the shareholders of WSI or Viatech, no amendment shall be made without further approval by the board of directors of WSI and Merger Subsidiary and by the shareholders of WSI and Viatech, 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:

**WEB STAR INC.,**  
a Florida corporation

By:   
Theodore Farnsworth, President

**WSV MERGER SUBSIDIARY, INC.,**  
a Florida corporation in formation

By: \_\_\_\_\_  
Richard C. Peplin, Jr., Director

Additional Party:

**VIATECH COMMUNICATIONS GROUP INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Richard C. Peplin, Jr., President



after any such approval by the shareholders of WSI or Viatech, no amendment shall be made without further approval by the board of directors of WSI and Merger Subsidiary and by the shareholders of WSI and Viatech, 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:

**WEB STAR INC.,**  
a Florida corporation

By: \_\_\_\_\_  
Theodore Farnsworth, President

**WSV MERGER SUBSIDIARY, INC.,**  
a Florida corporation in formation

By: \_\_\_\_\_  
Richard C. Peplin, Jr., Director

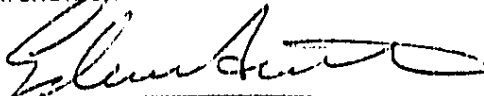
Additional Party:

**VIATECH COMMUNICATIONS GROUP INC.,**  
a Delaware corporation

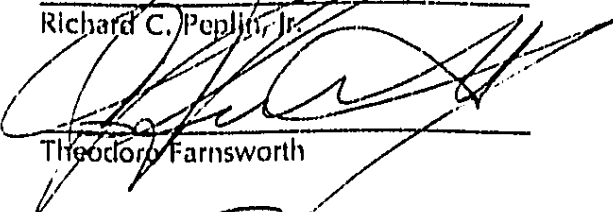
By: \_\_\_\_\_  
Richard C. Peplin, Jr., President


IN WITNESS WHEREOF, as to Sections 2.12 and 2.14 only, the undersigned WSI Shareholders have duly executed this Agreement.

WSI Shareholders

  
\_\_\_\_\_  
Edward D. Arioli

  
\_\_\_\_\_  
Richard C. Peplin, Jr.

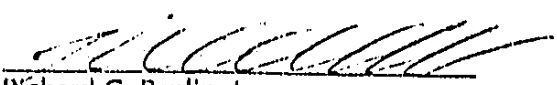
  
\_\_\_\_\_  
Theodor Farnsworth

  
\_\_\_\_\_  
David Russell, Jr.

IN WITNESS WHEREOF, as to Sections 2.12 and 2.14 only, the undersigned WSI Shareholders have duly executed this Agreement.

WSI Shareholders

\_\_\_\_\_  
Edward D. Arioli

  
\_\_\_\_\_  
Richard C. Peplin, Jr.

\_\_\_\_\_  
Theodore Farnsworth

\_\_\_\_\_  
David Russell, Jr.

## EXHIBIT A

### WSI Share Ownership

<u>Shareholder</u>	<u>Number of Shares</u>
Edward D. Arioli	1,000
Richard C. Peplin, Jr.	1,000
Theodore Farnsworth	1,000
David Russell, Jr.	1,000

**P96000006690**

**We've Moved!**

**Please mark your records accordingly.**

~~Venture Communications Group, Inc.~~

**Web-Star, Inc.**

~~Web-Star Network, Inc.~~

**Effective Immediately, our new address is:**

**676 South Military Trail - Building 2  
Deerfield Beach, Florida 33442**

**New Phone: 954-428-8829**

**New Fax: 954-428-5667**

**Thanks for your attention to this matter!**

*CS/114*