



THE UNITED STATES
CORPORATION
COMPANY

P980000062868

ACCOUNT NO. : 072100000032

REFERENCE : 946585 4305026

AUTHORIZATION :

Patricia Pizito

COST LIMIT : \$ 78.75

ORDER DATE : December 27, 2000

ORDER TIME : 9:27 AM

ORDER NO. : 946585-025

CUSTOMER NO: 4305026

100003515531--5

CUSTOMER: Ms. Paula Hayes
Sullivan & Worcester Llp
One Post Office Square
23rd Fl
Boston, MA 02109

Merger

ARTICLES OF MERGER

GT MIAMI, INC.

INTO

GENERAL TELECOM, INC.

FILED
00 DEC 28 PM 12:58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Sandra Mathis

EXAMINER'S INITIALS:

AR
12/28/00

RECEIVED
00 DEC 28 AM 9:59
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

GT MIAMI, INC., a Florida corporation P98000062868
,

INTO

GENERAL TELECOM, INC.. a Massachusetts corporation not qualified in
Florida

File date: December 28, 2000

Corporate Specialist: Annette Ramsey

Account number: 072100000032

Amount charged: 78.75

ARTICLES OF MERGER
OF
GT MIAMI, INC.
AND
GENERAL TELECOM, INC.

FILED
00 DEC 28 PM 12:58
CLERK OF THE COURT
STATE OF FLORIDA
TALLAHASSEE

To the Department of State
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act, the domestic business corporation and the foreign business corporation herein named do hereby submit the following articles of merger.

1. Annexed hereto and made a part hereof is the Plan of Merger for merging GT Miami, Inc. with and into General Telecom, Inc.
2. The shareholders of GT Miami, Inc. entitled to vote on the aforesaid Plan of Merger approved and adopted the Plan of Merger by written consent given by them on December 22, 2000 in accordance with the provisions of Section 607.0704 of the Florida Business Corporation Act.
3. The merger of GT Miami, Inc. with and into General Telecom, Inc. is permitted by the laws of the jurisdiction of organization of General Telecom, Inc. and has been authorized in compliance with said laws. The date of approval and adoption of the Plan of Merger by the shareholders of General Telecom, Inc. was December 22, 2000.
4. The merger herein provided for shall be effective upon filing in the State of Florida.

Executed on December 22, 2000.

GT MIAMI, INC.

By: David B Kagan
David Kagan
President

GENERAL TELECOM, INC.

By: David B Kagan
David Kagan
President

AGREEMENT AND PLAN OF MERGER

By and Among

GT MIAMI, INC.

and

GENERAL TELECOM, INC.

December 22, 2000

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made as of December 22, 2000, by and among GT Miami, Inc., a Florida corporation ("Target") and General Telecom, Inc., a Massachusetts corporation (the "Acquiror" and, together with Target, the "Constituent Entities").

WITNESSETH:

WHEREAS, the boards of directors of Acquiror and Target deem the merger (the "Merger") of the Target into the Acquiror on the terms and conditions set forth in this Agreement to be desirable and generally to the welfare and advantage of each, and have approved and adopted this Agreement; and

WHEREAS, Verestar, Inc., a Delaware corporation ("Parent"), the sole shareholder of each of Acquiror and Target, has determined that the Merger is in the best interests of each of the corporations;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby, intending to be legally bound, represent, warrant, covenant and agree as follows:

Section 1. The Merger.

(a) Subject to the terms and conditions of this Agreement, at the Effective Time (as such term is defined in Section 1.1(b)), Target shall be merged with and into the Acquiror (the "Merger") in accordance with the provisions of the Massachusetts Business Corporation Law (the "Act"), and the separate corporate existence of Target shall cease, and the Acquiror shall continue as the surviving company under the laws of the Commonwealth of Massachusetts under the name "General Telecom, Inc." (the "Surviving Company").

(b) The Merger shall become effective at the time of filing of articles of merger with the Secretary of State of the Commonwealth of Massachusetts in accordance with the provisions of the Act (the "Articles of Merger"), or at such later time in accordance with the provisions of the Act as is specified in the Articles of Merger. Target and the Acquiror agree to file the Articles of Merger at the time of the Closing (as such term is defined in Section 1.2). The date and time when the Merger shall become effective is hereinafter referred to as the "Effective Time."

(c) At the Effective Time, the Surviving Company shall thereupon and thereafter possess all assets and property of every description, and every interest therein, wherever located, and the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of each of the Constituent Entities, and all obligations belonging to or due to each of the Constituent Entities, all of which shall be vested in the Surviving Company without further act or deed; and the title to any real estate or any interest therein vested in either of the Constituent Entities shall not revert or in any way be impaired by reason of the Merger; and the

Surviving Company shall be liable for all obligations of each of the Constituent Entities, including liability to dissenting shareholders; and any claim existing, or action or proceeding pending by or against either of the Constituent Entities, may be prosecuted to judgment, with right of appeal, as if the Merger had not taken place, or the Surviving Company may be substituted in its place; and all rights of creditors of each Constituent Entity shall be preserved unimpaired, and all liens upon the property of either of the Constituent Entities shall be preserved unimpaired, on only the property affected by such liens immediately prior to the Effective Time, all with the effect set forth in the Act.

(d) The purposes of the Surviving Company shall be those set forth in the Articles of Organization of said corporation as of the effective date of the Merger.

(e) The Surviving Company is authorized to issue an aggregate of 200,000 shares of common stock with a par value of \$0.01 per share.

Section 2. Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Sullivan & Worcester, One Post Office Square, Boston, Massachusetts at 10:00 a.m., local time, on December 22, 2000. (the "Closing Date").

Section 3. Articles of Organization; Bylaws and Officers.

(a) The Articles of Organization of the Acquiror, as in effect immediately prior to the Effective Time, shall be the Articles of Organization of the Surviving Company until amended as provided by law.

(b) The Bylaws of the Acquiror, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Company until amended as provided by law.

(c) The officers of the Acquiror immediately prior to the Effective Time shall be the officers of the Surviving Company, each to hold office in accordance with the Articles of Organization and Bylaws of the Surviving Company.

Section 4. Cancellation of Shares. Each share ("Share") of Target shall not be converted in any manner, nor shall any cash or other consideration be paid or delivered therefor, but rather each Share shall be surrendered and extinguished in as much as the Parent owns all of the outstanding shares of each of Target and the Acquiror.

Section 5. Severability. If any term or provision of this Agreement shall be held or deemed to be, or shall in fact be, invalid, inoperative, illegal or unenforceable as applied to any particular case in any jurisdiction or jurisdictions, or in all jurisdictions or in all cases, because of the conflicting of any provision with any constitution or statute or rule of public policy or for any other reason, such circumstance shall not have the effect of rendering the provision or provisions in question invalid, inoperative, illegal or unenforceable in any other jurisdiction or in any other case or circumstance or of rendering any other provision or provisions herein contained invalid, inoperative, illegal or unenforceable to the extent that such other provisions are not themselves actually in conflict with such constitution, statute or rule of public policy, but this Agreement

shall be reformed and construed in any such jurisdiction or case as if such invalid, inoperative, illegal or unenforceable provision had never been contained herein and such provision reformed so that it would be valid, operative and enforceable to the maximum extent permitted in such jurisdiction or in such case. Notwithstanding the foregoing, in the event of any such determination the effect of which is to affect materially and adversely any party, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable law in an acceptable manner to the end that the transactions are fulfilled and consummated to the maximum extent possible.

Section 6. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, binding upon all of the parties. In pleading or proving any provision of this Agreement, it shall not be necessary to produce more than one set of such counterparts.

Section 7. Section Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

Section 8. Governing Law. The validity, interpretation, construction and performance of this Agreement shall be governed by, and construed in accordance with, the applicable Laws of the United States of America and The Commonwealth of Massachusetts.

Section 9. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, covenants, promises, conditions, undertakings, inducements, representations, warranties and negotiations, expressed or implied, oral or written, between the parties, with respect to the subject matter hereof.

Section 10. Assignment. This Agreement shall not be assignable by any party and any such assignment shall be null and void, except that it shall inure to the benefit of and be binding upon any successor to any party by operation of law, including by way of merger, consolidation or sale of all or substantially all of its assets, and the Acquiror and Target may assign its rights and remedies hereunder to any bank or other financial institution that has loaned funds or otherwise extended credit to it.

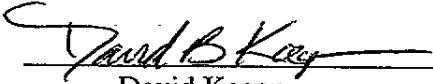
Section 11. Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party, and nothing in this Agreement, express or implied, is intended to or shall confer upon any person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, except as otherwise provided in Section 1.10.


Section 12. Termination. This Agreement may be terminated by action taken by either the Board of Directors of the Target or the Board of Directors of the Acquiror at any time prior to the date of filing of the Articles of Merger.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement or caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first written above.

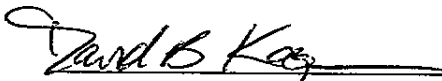
GENERAL TELECOM, INC.

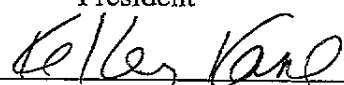


David Kagan
President


Kelley Kane
Treasurer

GT MIAMI, INC.



David Kagan
President


Kelley Kane
Treasurer