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**MERGER OR SHARE EXCHANGE**

**Samrap Florida, Inc.**

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ARTICLES OF MERGER  
OF  
LEVANA CORPORATION  
INTO  
SAMRAN FLORIDA, INC.

FILED  
06 JAN 17 AM 11:34  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105 of the Florida Statutes, the undersigned corporations, SAMRAN FLORIDA, INC., and LEVANA CORPORATION, adopt the following Articles of Merger for the purpose of merging LEVANA CORPORATION into SAMRAN FLORIDA, INC.

1. **Plan of Merger.** The Plan of Merger setting forth the terms and conditions of the merger of LEVANA CORPORATION into SAMRAN FLORIDA, INC. is attached to these Articles as an exhibit and incorporated herein by reference.

2. **Adoption of Plan.**

(A) There are five hundred (500) shares of common stock, each of One Dollar (\$1.00) par value of SAMRAN FLORIDA, INC., issued and outstanding that were entitled to vote on the Plan of Merger, five hundred (500) shares were voted in favor of the Plan of Merger, and no shares were voted against the Plan of Merger, at a special meeting of the Shareholders of SAMRAN FLORIDA, INC. held on the 16th day of January, 2006.

(B) There are one thousand (1000) shares of common stock, each of One Dollar (\$1.00) value of LEVANA CORPORATION issued and outstanding that were entitled to vote on the Plan of Merger, one thousand (1000) shares were voted in favor of the Plan of Merger, and no shares were voted against the Plan of Merger, at a special meeting of the Shareholders of LEVANA CORPORATION held on the 16th day of January, 2006.

3. **Effective Date.** The Plan of Merger shall be effective on the filing of these Articles with the Department of State.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles to be signed as of the 16<sup>th</sup> day of January, 2006.

SURVIVING CORPORATION:

Donna Manning  
Maryanne McKenzie

SAMRAN FLORIDA, INC.

By: Randall M. Sherman  
Randall M. Sherman

As its: President

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MERGING CORPORATION:

*[Handwritten signature]*  
*[Handwritten signature]*

LEVANA CORPORATION

By: *[Handwritten signature]*  
Randall M. Sherman  
As Its: President

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**PLAN AND AGREEMENT OF REORGANIZATION  
BY MERGER OF LEVANA CORPORATION AND  
SAMRAN FLORIDA, INC. UNDER THE NAME OF  
SAMRAN FLORIDA, INC.**

This is a Plan and Agreement of Merger ("Agreement") dated the 16<sup>th</sup> day of January, 2006, between LEVANA CORPORATION (the "Merging Corporation") and SAMRAN FLORIDA, INC. (the "Surviving Corporation").

**ARTICLE I  
PLAN OF MERGER**

**1.01 Plan Adopted.** A plan of merger of LEVANA CORPORATION and SAMRAN FLORIDA, INC., pursuant to Section 607.1101 of the Florida Statutes is adopted as follows:

(A) LEVANA CORPORATION shall be merged with and into SAMRAN FLORIDA, INC., to exist and be governed by the laws of the State of Florida.

(B) The name of the Surviving Corporation shall be SAMRAN FLORIDA, INC.

(C) When this Agreement shall become effective, the separate corporate existence of LEVANA CORPORATION shall cease and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of LEVANA CORPORATION and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(D) The Surviving Corporation will carry on business with the assets of LEVANA CORPORATION as well as with the assets of SAMRAN FLORIDA, INC.

(E) The shareholders of LEVANA CORPORATION will surrender all of their shares in the manner hereinafter set forth.

(F) In exchange for the shares of LEVANA CORPORATION surrendered by its shareholders, the Surviving Corporation shall issue and transfer to the shareholders, on the basis set forth in Article IV, below, shares of its common stock.

(G) The shareholders of SAMRAN FLORIDA, INC. will retain their shares as shares of the Surviving Corporation.

(H) The Articles of Incorporation of SAMRAN FLORIDA, INC. as existing on the effective date of the merger, shall continue in full force as the Articles of Incorporation of the Surviving Corporation until altered, amended, or repealed as provided in the Articles or as provided by law.

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1.02 Effective Date. The effective date of the merger ("Effective Date") shall be the effective date of filing.

**ARTICLE II**  
**REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS**

2.01 Non-Survivor (Merging Corporation). As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations under this Agreement, LEVANA CORPORATION represents and warrants to the Surviving Corporation as follows:

(A) LEVANA CORPORATION is duly organized, validly existing, and in good standing under the laws of the State of Florida with corporate power and authority to own property and carry on its business as it is now being conducted.

(B) LEVANA CORPORATION is authorized to issue five hundred (500) shares of common stock, each of One Dollar (\$1.00) par value, of which five hundred (500) shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement. LEVANA CORPORATION is not currently liable on account of any indebtedness for borrowed money and there are no outstanding subscriptions, options, warrants, calls, contracts, demands, commitments, convertible securities, or other agreements or arrangements of any character or nature whatsoever under which LEVANA CORPORATION is or may be obligated to issue or purchase shares.

(C) LEVANA CORPORATION has furnished the Surviving Corporation with the balance sheet of LEVANA CORPORATION as of December 31, 2005, the related statement of income for the twelve (12) months then ended. These financial statements (1) are in accordance with the books and records of LEVANA CORPORATION, (2) fairly present the financial condition of LEVANA CORPORATION as of those dates and the results of its operations as of and for the period specified, all prepared in the comprehensive basis of accounting other than generally accepted accounting principles, and (3) contain and reflect reserves for all liabilities, losses, and costs in excess of expected receipts and all discounts and refunds for services already rendered that are reasonably anticipated and based on events or circumstances in existence that are likely to occur in the future with respect to any of the contracts or commitments of LEVANA CORPORATION. Specifically, but not by way of limitation, the balance sheet discloses all of the debts, liabilities and obligations of any nature (whether absolute, accrued, contingent or otherwise, and whether due or to become due) of LEVANA CORPORATION at the balance sheet date, and includes appropriate reserves for all taxes and other liabilities accrued or due at that date but not yet payable.

(D) All required federal, state and local tax returns of LEVANA CORPORATION have been accurately prepared and duly and timely filed, and all federal, state and local taxes required to be paid with respect to the periods covered by the returns have been paid. LEVANA CORPORATION has not been delinquent in the payment of any tax or assessment.

Plan and Agreement of Reorg by Merger.doc

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(E) Randall M. Sherman and Diane L. Sherman, as tenants by the entireties, are and at the time of the effective date of the merger will be, the lawful owner of the shares of LEVANA CORPORATION free and clear of all liens, claims, encumbrances and restrictions of every kind. Randall M. Sherman and Diane L. Sherman, as tenants by the entireties, have full legal right, power, and authority to sell, assign, and transfer their shares of LEVANA CORPORATION. The delivery of the shares to the Surviving Corporation pursuant to the provisions of this Agreement will transfer valid title to the shares, free and clear of all liens, encumbrances, claims and restrictions of any kind.

(F) LEVANA CORPORATION has not, since the balance sheet date:

(1) Incurred any obligations or liabilities, whether absolute, accrued, contingent, or otherwise, and whether due or to become due, except current liabilities incurred in the ordinary course of business, none of which adversely affects the business or prospects of LEVANA CORPORATION.

(2) Discharged or satisfied any liens or encumbrances, or paid any obligations or liability, whether absolute, accrued, contingent or otherwise, and whether due or to become due, other than current liabilities shown on the balance sheet and current liabilities incurred since the close of business on the day of the balance sheet, in each case in the ordinary course of business.

(3) Mortgaged, pledged, or subjected to lien or any other encumbrance or charges, any of its tangible or intangible assets.

(G) There are no legal actions, suits, arbitrations, or other legal or administrative proceedings pending or threatened against LEVANA CORPORATION or Randall M. Sherman and/or Diane L. Sherman that would affect it or its properties, assets, or business; and neither LEVANA CORPORATION or Randall M. Sherman and/or Diane L. Sherman is aware of any facts that to its or their knowledge might result in any actions, suit, arbitration, or other proceeding that in turn might result in any material adverse change in the business or condition (financial or otherwise) of LEVANA CORPORATION. LEVANA CORPORATION is not in default with respect to any judgment, order, or decree of any court or any government agency or instrumentality.

(H) The business operation of LEVANA CORPORATION has been and is being conducted in accordance with all applicable laws, rules, and regulations of all authorities. LEVANA CORPORATION is not in violation of, or in default under, any term or provision of its Articles of Incorporation, as amended, or its by-laws, as amended, or of any lien, mortgage, lease, agreement, or instrument, order, judgment, or decree, or subject to any restriction of any kind or character contained in any of the foregoing that materially and adversely affects in any way the business, properties, assets or prospects of LEVANA CORPORATION, or that would prohibit Randall M. Sherman and/or Diane L. Sherman from entering into this Agreement or prevent consummation of this Agreement.

(I) LEVANA CORPORATION has good and marketable title to all properties and assets, including without limitation, those reflected in the balance sheet.

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(J) Prior to the closing date, LEVANA CORPORATION will have delivered to SAMRAN FLORIDA, INC. a separate schedule of assets containing:

- (1) a true and complete list of accounts receivable as of a date no earlier than the balance sheet date;
- (2) a true and complete list of all capitalized equipment owned by LEVANA CORPORATION setting forth all liens, claims, encumbrances, charges, restrictions, covenants, and conditions;
- (3) a true and complete description of all equipment held or used by LEVANA CORPORATION under lease or similar arrangement; and
- (4) a complete schedule of all insurance policies of LEVANA CORPORATION in effect at the time of delivery of the schedule.

(K) LEVANA CORPORATION is not a party to, or otherwise bound by, any written or oral:

- (1) contract or agreement not made in the ordinary course of business;
- (2) employment or consultant contract that is not terminable at will without cost or other liability to LEVANA CORPORATION or any successor;
- (3) bonus, pension, profit sharing, retirement, share purchase, stock option, hospitalization, group insurance or similar plan that provides employee benefits;
- (4) lease with respect to any property, real or personal, whether as lessor or lessee;
- (5) advertising contract or contract for public relations services;
- (6) purchase, supply or service contracts in excess of \$1,000.00 each or in the aggregate of \$10,000.00;
- (7) deed of trust, mortgage, conditional sales contract, security agreement, pledge agreement, trust receipt, or any other agreement or arrangement whereby any of the assets or properties of LEVANA CORPORATION are subjected to a lien, encumbrance, charge, or other restriction; and

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(8) contract or other commitment continuing for a period of more than thirty (30) days that is not terminable without cost or liability to LEVANA CORPORATION or its successors.

(L) The books of account, minute books, share certificate books, and share transfer ledgers of LEVANA CORPORATION are complete and correct, and there have been no transactions involving LEVANA CORPORATION that properly should have been set forth in those books, other than those set forth in those books.

(M) LEVANA CORPORATION represents and warrants that it has made full and complete disclosures of any material facts to the Surviving Corporation, which facts if known by the Surviving Corporation or its shareholders, would cause the Surviving Corporation to abandon the proposed merger with LEVANA CORPORATION

2.02 Survivor. As a material inducement to LEVANA CORPORATION to execute this Agreement and perform its obligations under this Agreement, SAMRAN FLORIDA, INC. warrants to LEVANA CORPORATION as follows:

(A) SAMRAN FLORIDA, INC. is duly organized, validly existing, and in good standing under the laws of the State of Florida with corporate power and authority to own property and carry on its business as it is now being conducted.

(B) SAMRAN FLORIDA, INC. is authorized to issue one thousand (1000) shares of common stock, each of \$1.00 par value. As of the date of this Agreement, one thousand (1,000) shares of the common stock are validly issued and outstanding, fully paid, and nonassessable.

(C) SAMRAN FLORIDA, INC. has furnished the Merging Corporation with the balance sheet of SAMRAN FLORIDA, INC. as of December 31, 2005, the related statement of income for the twelve (12) months then ended. These financial statements (1) are in accordance with the books and records of SAMRAN FLORIDA, INC., (2) fairly present the financial condition of SAMRAN FLORIDA, INC. as of those dates and the results of its operations as of and for the period specified, all prepared in the comprehensive basis of accounting other than generally accepted accounting principles, and (3) contain and reflect reserves for all liabilities, losses, and costs in excess of expected receipts and all discounts and refunds for services already rendered that are reasonably anticipated and based on events or circumstances in existence that are likely to occur in the future with respect to any of the contracts or commitments of SAMRAN FLORIDA, INC.. Specifically, but not by way of limitation, the balance sheet discloses all of the debts, liabilities and obligations of any nature (whether absolute, accrued, contingent or otherwise, and whether due or to become due) at the balance sheet date, and includes appropriate reserves for all taxes and other liabilities accrued or due at that date but not yet payable.

(D) All required federal, state and local tax returns of SAMRAN FLORIDA, INC. have been accurately prepared and duly and timely filed, and all federal, state and local taxes required to be paid with respect to the periods covered by the returns have been paid. SAMRAN FLORIDA, INC. has not been delinquent in the payment of any tax or assessment.

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(F) SAMRAN FLORIDA, INC. has not, since the balance sheet date:

(1) Incurred any obligations or liabilities, whether absolute, accrued, contingent, or otherwise, and whether due or to become due, except current liabilities incurred in the ordinary course of business, none of which adversely affects the business or prospects of SAMRAN FLORIDA, INC.

(2) Discharged or satisfied any liens or encumbrances, or paid any obligations or liability, whether absolute, accrued, contingent or otherwise, and whether due or to become due, other than current liabilities shown on the balance sheet and current liabilities incurred since the close of business on the day of the balance sheet, in each case in the ordinary course of business.

(3) Mortgaged, pledged, or subjected to lien or any other encumbrance or charges, any of its tangible or intangible assets, except in the ordinary course of business.

(F) There are no legal actions, suits, arbitrations, or other legal or administrative proceedings pending or threatened against SAMRAN FLORIDA, INC. that would affect it or its properties, assets, or business; and SAMRAN FLORIDA, INC. is not aware of any facts that to its knowledge might result in any actions, suit, arbitration, or other proceeding that in turn might result in any material adverse change in the business or condition (financial or otherwise) of SAMRAN FLORIDA, INC. SAMRAN FLORIDA, INC. is not in default with respect to any judgment, order, or decree of any court or any government agency or instrumentality.

(G) The business operation of SAMRAN FLORIDA, INC. has been and is being conducted in accordance with all applicable laws, rules, and regulations of all authorities. SAMRAN FLORIDA, INC. is not in violation of, or in default under, any term or provision of its Articles of Incorporation, as amended, or its by-laws, as amended, or of any lien, mortgage, lease, agreement, or instrument, order, judgment, or decree, or subject to any restriction of any kind or character contained in any of the foregoing that materially and adversely affects in any way the business, properties, assets or prospects of SAMRAN FLORIDA, INC., or that would prohibit SAMRAN FLORIDA, INC. from entering into this Agreement or prevent consummation of this Agreement.

(H) SAMRAN FLORIDA, INC. has good and marketable title to all properties and assets, including without limitation, those reflected in the balance sheet.

(I) The books of account, minute books, share certificate books, and share transfer ledgers of SAMRAN FLORIDA, INC. are complete and correct, and there have been no transactions involving SAMRAN FLORIDA, INC. that properly should have been set forth in those books, other than those set forth in those books.

(J) SAMRAN FLORIDA, INC. represents and warrants that it has made full and complete disclosures of any material facts to the Merging Corporation, which facts if known Plan and Agreement of Reorg by Merger.doc

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by the Merging Corporation or its shareholders, would cause the Merging Corporation to abandon the proposed merger with SAMRAN FLORIDA, INC.

**ARTICLE III**  
**COVENANTS, ACTIONS AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE**

**3.01 Interim Conduct of Business; Limitations.** Except as limited by this paragraph 3.01, pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships.

**3.02 Submission To Shareholders.** This Agreement shall be submitted separately to the shareholders of the constituent corporations in the manner provided by the laws of the State of Florida for approval.

**3.03 Conditions Precedent to Obligations of LEVANA CORPORATION** Except as may be expressly waived in writing by LEVANA CORPORATION all the obligations of LEVANA CORPORATION under this Agreement are subject to the satisfaction, prior to or on the effective date, of each of the following conditions by SAMRAN FLORIDA, INC..

(A) The representations and warranties made by SAMRAN FLORIDA, INC. to LEVANA CORPORATION in Article II of this Agreement shall be deemed to have been made again on the effective date and shall then be true and correct in all material respects.

(B) SAMRAN FLORIDA, INC. shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the effective date.

(C) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

(D) All corporate and other proceedings and actions taken in connection with the transactions contemplated by this Agreement and all certificates, opinions, agreements, instruments, and documents shall be satisfactory in form and substance to counsel for LEVANA CORPORATION

**3.04 Conditions Precedent to Obligations of SAMRAN FLORIDA, INC.** Except as may be expressly waived in writing by SAMRAN FLORIDA, INC., all the obligations of SAMRAN FLORIDA, INC. under this Agreement are subject to the satisfaction, prior to or on the effective date, of each of the following conditions by LEVANA CORPORATION:

(A) The representations and warranties made by LEVANA CORPORATION to SAMRAN FLORIDA, INC. in Article II of this Agreement and in any document delivered

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pursuant to this Agreement shall be deemed to have been made again on the effective date and shall then be true and correct in all material respects.

(B) LEVANA CORPORATION shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the effective date.

(C) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

#### **ARTICLE IV** **MANNER OF CONVERTING SHARES**

**4.01 Manner.** The holder of shares of LEVANA CORPORATION shall surrender their shares to the Secretary of the Surviving Corporation promptly after the effective date, in exchange for shares of the Surviving Corporation to which they are entitled under this Article IV.

**4.02 Basis.** The mode of carrying the Merger into effect shall be as follows:

Since all shares of the outstanding shares of the Merging Corporation are currently owned by the same Shareholders as own all of the shares of the Surviving Corporation, no additional shares need to be issued by the Surviving Corporation to reflect the ownership interest of the Shareholders after the effective date. The certificates representing the stock of the Merging Corporation shall be surrendered and canceled on the effective date. The then outstanding shares of the Surviving Corporation shall be unaffected by the Merger and shall continue to constitute all of the outstanding stock in the Surviving Corporation.

#### **ARTICLE V** **DIRECTORS AND OFFICERS**

**5.01 Directors and Officers of Surviving Corporation.**

(A) The present Board of Directors of SAMRAN FLORIDA, INC. shall continue to serve as the Board of Directors of the Surviving Corporation until the next annual meeting, or until their successors have been elected and qualified.

(B) If a vacancy shall exist on the Board of Directors of the Surviving Corporation on the effective date of merger, the vacancy may be filled by the shareholders as provided in the by-laws and/or Shareholders Agreement of the Surviving Corporation.

(C) All persons who as of the effective date of the merger shall be executive or administrative officers of SAMRAN FLORIDA, INC. shall remain as officers of the Surviving Corporation until the Board of Directors of the Surviving Corporation shall determine otherwise.

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The Board of Directors of the Surviving Corporation may elect or appoint additional officers as it deems necessary.

**ARTICLE VI  
BY-LAWS**

**6.01 By-Laws of the Surviving Corporation.** The by-laws of SAMRAN FLORIDA, INC., existing on the effective date of the merger, shall continue in full force as the by-laws of the Surviving Corporation until altered, amended, or repealed as provided in the by-laws or as provided by law.

**ARTICLE VII  
NATURE AND SURVIVAL OF WARRANTIES,  
INDEMNIFICATION AND EXPENSES OF NONSURVIVOR**

**7.01 Nature and Survival of Representations and Warranties.** All statements contained in any memorandum, certificate, letter, document or other instrument delivered by or on behalf of LEVANA CORPORATION and SAMRAN FLORIDA, INC. or the stockholders pursuant to this Agreement, shall be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations and warranties of the parties shall survive for a period of one (1) year after the effective date. No inspection, examination or audit made on behalf of the parties or the stockholders shall act as a waiver of any representation or warranty made under this Agreement.

**ARTICLE VIII  
TERMINATION**

**8.01 Circumstances.** This Agreement may be terminated and the merger may be abandoned at any time prior to the filing of the Articles of Merger with the Secretary of State, notwithstanding the approval of the shareholders of any of the constituent corporations:

- (A) By mutual consent of the Board of Directors of the constituent corporations.
- (B) At the election of the Board of Directors of any of the constituent corporation if:
  - (1) The shareholders of SAMRAN FLORIDA, INC., dissent so that, in the opinion of the Boards of Directors the merger will be inadvisable or undesirable.
  - (2) Any material litigation or proceeding shall be instituted or threatened against any constituent corporation, or any of its assets, that, in the opinion of any Board of Directors, renders the merger inadvisable or undesirable.

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(3) Any legislation shall be enacted that, in the opinion of any Board of Directors, renders the merger inadvisable or undesirable.

(4) Between the date of this Agreement and the effective date, there shall have been, in the opinion of the Boards of Directors, any materially adverse change in the business or condition, financial or otherwise, of any constituent corporation.

**8.02 Notice of and Liability on Termination.** If an election is made to terminate this Agreement and abandon the merger:

(A) The President or any Vice President of the constituent corporation who's Board of Directors made the election shall give immediate written notice of the election to the other constituent corporations.

(B) On the giving of notice provided in subparagraph (A), this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of any constituent corporation as a result of the termination and abandonment.

**ARTICLE IX  
INTERPRETATION AND ENFORCEMENT**

**9.01 Further Assurances.** LEVANA CORPORATION agrees that from time to time, as may be requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver, or cause to be executed and delivered, any necessary instruments. LEVANA CORPORATION further agrees to take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation title to and possession of all of the property, rights, privileges, powers, and franchises, referred to in Article I of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

**9.02 Notices.** Any notice or other communication required or permitted hereunder shall be sufficiently given if delivered personally or sent by registered or certified mail, postage pre-paid, addressed as follows:

Surviving Corporation:

Samran Florida, Inc.  
Randall M. Sherman, President  
7704 C Industrial Lane  
Tampa, FL 33637-6801

with copy to:

Gold, Resnick & Ficarrotta, P.A.  
ATTN: Aaron J. Gold, Esquire  
704 West Bay Street  
Tampa, FL 33606

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Merging Corporation:

Levana Corporation

Randall M. Sherman, President  
7704 C Industrial Lane  
Tampa, FL 33637-6801

or at such other addresses as shall be furnished in writing by any party to the others, and shall be deemed to have been given as of the dates of delivery or deposit in the United States Mail, postage paid, as the case may be.

**9.03 Entire Agreement; Counterparts.** This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

**9.04 Controlling Law.** The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

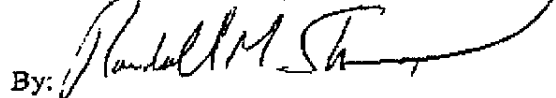
**9.05 Attorney's Fees.** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees in addition to any other relief to which it may be entitled.

**IN WITNESS WHEREOF,** the parties hereto have set their hands on the date first above written.

**SURVIVING CORPORATION:**

**SAMRAN FLORIDA, INC.**

  
\_\_\_\_\_


By:   
Randall M. Sherman


  
\_\_\_\_\_

As Its: President

**MERGING CORPORATION:**

**LEVANA CORPORATION**

  
\_\_\_\_\_

By:   
Randall M. Sherman

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*Mahmud McKenzie*

As Its: President