

ARTICLES OF MERGER  
Merger Sheet

MERGING: -----

LEVANT ENTERPRISES, INC., an Ohio corporation, not qualified in Florida

INTO

LEVANT ENTERPRISES FLORIDA, INC., a Florida corporation,  
P98000005614.

File date: January 20, 1998

Corporate Specialist: Joy Moon-French

**CORPORATE  
ACCESS,  
INC.**

**P98000005614**

1116-D Thomasville Road . Mount Vernon Square . Tallahassee, Florida 32303

P.O. Box 37066 (32315-7066) ~ (850) 222-2666 or (800) 969-1666 . Fax (850) 222-1666

**WALK IN**

**PICK UP** 1-20-98

CERTIFIED COPY

CUS

PHOTO COPY

FILING merger

1.) Levant Enterprises, Inc.  
(CORPORATE NAME & DOCUMENT #)

2.) \_\_\_\_\_  
(CORPORATE NAME & DOCUMENT #)

3.) \_\_\_\_\_  
(CORPORATE NAME & DOCUMENT #)

4.) \_\_\_\_\_  
(CORPORATE NAME & DOCUMENT #)

5.) \_\_\_\_\_  
(CORPORATE NAME & DOCUMENT #)

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(CORPORATE NAME & DOCUMENT #)

7.) \_\_\_\_\_  
(CORPORATE NAME & DOCUMENT #)

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(CORPORATE NAME & DOCUMENT #)

9.) \_\_\_\_\_  
(CORPORATE NAME & DOCUMENT #)

10.) \_\_\_\_\_  
(CORPORATE NAME & DOCUMENT #)

**SPECIAL INSTRUCTIONS** \_\_\_\_\_

300002404343--9  
-01/20/98--01031--010  
\*\*\*\*\*192.50 \*\*\*\*\*70.00

**FILED**  
98 JAN 20 PM 4:18  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

**RECEIVED**  
99 JAN 20 AM 10:08  
DIVISION OF CORPORATIONS

2/3

Joy  
Merger

"When you need ACCESS to the world"

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FLORIDA DEPARTMENT OF STATE  
Sandra B. Mortham  
Secretary of State

January 21, 1998

CORPORATE ACCESS, INC.

TALLAHASSEE, FL

SUBJECT: LEVANT ENTERPRISES FLORIDA, INC.  
Ref. Number: P98000005614

*Attn: Joy French*

We have received your document for LEVANT ENTERPRISES FLORIDA, INC. and your check(s) totaling \$192.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

Section 4.03 of the Articles of Merger state that the registered agent for the surviving corporation LEVANT ENTERPRISES FLORIDA, INC., shall continue to be Lee A. Levant --- our records show that the registered agent is Joan G. Levant, and that Lee A. Levant has never been registered agent. You may change the registered agent to Mr. Levant if you wish by stating that the registered agent is changing and including the name and address of the new agent. The document would then also require written acceptance by the new registered agent and the registered agent's signature.

RECEIVED  
98 FEB 13 AM 10:11  
DIVISION OF CORPORATIONS

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

If you have any questions concerning the filing of your document, please call (850) 487-6957.

Joy Moon-French  
Corporate Specialist

Letter Number: 598A00003246

*Articles of Incorporation were updated incorrectly.*

*Spoke to Ms. Moon-French on 2/2/98 - she was mistaken about registered agent. It is Lee A. Levant. Re-Submit and back-date Articles of Merger to date originally submitted - Jan. 20, 1998*

*2/3/98*  
*(Signature)*

**ARTICLES OF MERGER  
OF  
LEVANT ENTERPRISES, INC.,  
an Ohio corporation  
INTO  
LEVANT ENTERPRISES FLORIDA, INC.,  
a Florida corporation**

**FILED**  
98 JAN 20 PM 4:18  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105 of the Florida Statutes, the undersigned corporations, LEVANT ENTERPRISES, INC., an Ohio corporation, and LEVANT ENTERPRISES FLORIDA, INC., a Florida corporation, adopt the following Articles of Merger for the purposes of merging LEVANT ENTERPRISES, INC. into LEVANT ENTERPRISES FLORIDA, INC.:

**ARTICLE 1.  
PLAN OF MERGER**

1.01 The Plan of Merger setting forth the terms and conditions of the merger of LEVANT ENTERPRISES, INC. into LEVANT ENTERPRISES FLORIDA, INC. is attached to these Articles as an exhibit and incorporated herein by reference.

**ARTICLE 2.  
ADOPTION OF PLAN**

2.01 There are two hundred (200) shares of common stock each of no par value of LEVANT ENTERPRISES, INC. issued and outstanding that were entitled to vote on the Plan of Merger. Two hundred (200) 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 LEVANT ENTERPRISES, INC. held on December 18, 1997.

2.02 There are two hundred (200) shares of common stock of \$1.00 par value of LEVANT ENTERPRISES FLORIDA, INC. issued and outstanding that were entitled to vote on the Plan of Merger. Two hundred (200) 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 LEVANT ENTERPRISES FLORIDA, INC. held on January 20<sup>th</sup> 1998.

2.03 The Plan of Merger was approved by the Board of Directors of each of the corporations at special meetings of the Boards of Directors of each corporation held on the dates set forth above.

**ARTICLE 3.  
EFFECTIVE DATE**

3.01 The Plan of Merger shall be effective upon the filing of these Articles of Merger with the Department of State, State of Florida.

**ARTICLE 4.**  
**SERVICE OF PROCESS**

4.01 LEVANT ENTERPRISES FLORIDA, INC. agrees that it may be sued and served with process in the State of Ohio in any proceeding in the State of Ohio for the enforcement of any obligation of LEVANT ENTERPRISES, INC. and in any proceeding in the State of Ohio for the enforcement of the rights of a dissenting shareholder of LEVANT ENTERPRISES, INC. against LEVANT ENTERPRISES FLORIDA, INC.

4.02 The corporate office for the corporation shall be 6912 East 9<sup>th</sup> Avenue, Tampa, Florida 33619.

4.03 The registered agent for LEVANT ENTERPRISES FLORIDA, INC. shall continue to be LEE A. LEVANT.

**ARTICLE 5.**  
**RATIFICATION**

5.01 In all other respects the parties ratify and confirm the provisions of the Articles of Incorporation of LEVANT ENTERPRISES FLORIDA, INC. as amended by these Articles of Merger.

IN WITNESS WHEREOF, each of the undersigned corporations have caused these Articles to be signed as of this 20<sup>th</sup> day of ~~December, 1997~~ January, 1998

LEVANT ENTERPRISES FLORIDA, INC, a Florida corporation

By: Joan G. Levant  
Joan G. Levant, President

(CORPORATE SEAL)

LEVANT ENTERPRISES, INC., an Ohio corporation

By: Joan G. Levant  
Joan G. Levant, President

(CORPORATE SEAL)

**PLAN AND AGREEMENT OF REORGANIZATION**

*by Merger of  
LEVANT ENTERPRISES, INC.,  
an Ohio corporation  
with and into  
LEVANT ENTERPRISES FLORIDA, INC.,  
a Florida corporation*

THIS IS A PLAN AND AGREEMENT OF MERGER ("Agreement") between LEVANT ENTERPRISES, INC., an Ohio corporation (the "Merging Corporation") and LEVANT ENTERPRISES FLORIDA, INC., a Florida corporation (the "Surviving Corporation").

**ARTICLE 1.**

**PLAN OF MERGER**

1.01 Plan Adopted. A plan of merger of LEVANT ENTERPRISES, INC. and LEVANT ENTERPRISES FLORIDA, INC. pursuant to section 607.1101 of the Florida Statutes is adopted as follows:

(a) LEVANT ENTERPRISES, INC. shall be merged with and into LEVANT ENTERPRISES FLORIDA, INC., to exist and be governed by the laws of the State of Florida. The name of the Surviving Corporation shall be LEVANT ENTERPRISES FLORIDA, INC., and the location of the principal office of the Surviving Corporation shall be 6912 East 9<sup>th</sup> Avenue, Tampa, Florida 33619.

(b) When this Agreement shall become effective, the separate corporate existence of LEVANT ENTERPRISES, INC. shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of LEVANT ENTERPRISES, INC. 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 of the constituent corporations shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(c) The Surviving Corporation will carry on business with the assets of LEVANT ENTERPRISES, INC., as well as the assets of LEVANT ENTERPRISES FLORIDA, INC.

(d) The shareholders of LEVANT ENTERPRISES, INC., will surrender all of their shares in the manner hereinafter set forth in subparagraph (e).

(e) In exchange for the shares of LEVANT ENTERPRISES, INC. surrendered by its shareholders, the Surviving Corporation will issue and transfer to these shareholders on the basis set forth in Article 4 below, shares of its common stock.

(f) The shareholders of LEVANT ENTERPRISES FLORIDA, INC. will be issued shares of the Surviving Corporation on the basis set forth in Article 4 below.

1.02 Effective Date. The effective date of the merger ("Effective Date") shall be the date when the Articles of Merger are filed with the Department of State of the State of Florida.

## *ARTICLE 2.*

### *REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS*

2.01 Nonsurvivor. As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations under this Agreement, LEVANT ENTERPRISES, INC. represents and warrants to the Surviving Corporation as follows:

(a) LEVANT ENTERPRISES, INC. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Ohio, with corporate power and authority to own property and carry on its business as it is now being conducted.

(b) LEVANT ENTERPRISES, INC. has an authorized capitalization of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00), consisting of five hundred (500) shares of common stock, no par value, of which two hundred (200) shares are validly issued and outstanding, fully paid, and non-assessable on the date of this Agreement.

(c) Through the Effective Date, all required federal, state and local tax returns of LEVANT ENTERPRISES, 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. LEVANT ENTERPRISES, INC. has not been delinquent in the payment of any tax or assessment.

(d) LEVANT ENTERPRISES, INC. has no outstanding stock subscriptions, stock options, or stock rights of any kind or nature.

(e) LEVANT ENTERPRISES, INC. has no pending or threatened legal actions as of the Effective Date of this Agreement.

(f) As of the date of this Agreement, LEVANT ENTERPRISES, INC. holds title to all current assets and fixed assets as shown on its most recent Balance Sheet (i.e., dated December 31, 1996) free and clear of all liens and encumbrances.

2.02 Survivor. As a material inducement to LEVANT ENTERPRISES, INC. to execute this Agreement and perform its obligations under this Agreement, LEVANT ENTERPRISES FLORIDA, INC. represents and warrants to LEVANT ENTERPRISES, INC. as follows:

(a) LEVANT ENTERPRISES FLORIDA, INC. is a corporation 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) LEVANT ENTERPRISES FLORIDA, INC. has an authorized capitalization of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00), consisting of one thousand (1,000) shares of common stock, each of \$1.00 par value, of which two hundred (200) shares are validly issued and outstanding, fully paid, and non-assessable on the date of this Agreement.

(c) Through the Effective Date, all required federal, state and local tax returns of LEVANT ENTERPRISES 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. LEVANT ENTERPRISES FLORIDA, INC. has not been delinquent in the payment of any tax or assessment.

(d) LEVANT ENTERPRISES FLORIDA, INC. has no outstanding stock subscriptions, stock options, or stock rights of any kind or nature.

(e) LEVANT ENTERPRISES FLORIDA, INC. agrees that it may be sued and served with process in the State of Ohio in any proceeding in the State of Ohio for the enforcement of any obligation of LEVANT ENTERPRISES, INC. and in any proceeding in the State of Ohio for the enforcement of the rights of a dissenting shareholder of LEVANT ENTERPRISES, INC. against LEVANT ENTERPRISES FLORIDA, INC., and LEVANT ENTERPRISES FLORIDA, INC. hereby agrees to the irrevocable appointment of the Ohio Secretary of State as its agent to accept service of process in any such proceeding in the State of Ohio.



**ARTICLE 3.**

**COVENANT, ACTIONS, AND OBLIGATIONS  
PRIOR TO THE EFFECTIVE DATE**

3.01 Interim Conduct of Business; Limitation. Except as limited 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, to maintain its relations with suppliers and other business contacts. Except with the prior written consent of LEVANT ENTERPRISES FLORIDA, INC., pending consummation of the merger, LEVANT ENTERPRISES, INC. shall not:

(a) Declare or pay any dividend or make any other distribution on its shares of stock.

(b) Enter into any transaction other than those involved in carrying on its ordinary course of business.

3.02 Submission to Shareholders. This Agreement shall be submitted to the shareholders of LEVANT ENTERPRISES, INC. for approval in the manner provided by the laws of the State of Florida. This Agreement shall also be submitted to the shareholders of LEVANT ENTERPRISES FLORIDA, INC. for approval.

3.03 Conditions Precedent to Obligations of LEVANT ENTERPRISES, INC. Except as may be expressly waived in writing by LEVANT ENTERPRISES, INC., all of the obligations of LEVANT ENTERPRISES, INC. under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by LEVANT ENTERPRISES FLORIDA, INC.:

(a) The representations and warranties made by LEVANT ENTERPRISES FLORIDA, INC. to LEVANT ENTERPRISES, INC. in Article 2 of this Agreement and in any document delivered 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) LEVANT ENTERPRISES 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 LEVANT ENTERPRISES, INC.

3.04 Conditions Precedent to Obligations of LEVANT ENTERPRISES FLORIDA, INC. Except as may be expressly waived in writing by LEVANT ENTERPRISES FLORIDA, INC., all of the obligations of LEVANT ENTERPRISES FLORIDA, INC. under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by LEVANT ENTERPRISES, INC.:

(a) The representations and warranties made by LEVANT ENTERPRISES, INC. to LEVANT ENTERPRISES FLORIDA, INC. in Article 2 of this Agreement and in any document delivered 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) LEVANT ENTERPRISES, 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.

#### **ARTICLE 4.**

##### ***MANNER OF CONVERTING SHARES***

###### **4.01 Manner.**

(a) The holders of the shares of LEVANT ENTERPRISES, INC. shall be entitled to receive one hundred (100) shares each of the common stock of the Surviving Corporation, each share of which has a \$1.00 par value.

###### **4.02 Shares of Survivor.**

(a) The current outstanding two hundred (200) shares of common stock of the Surviving Corporation are issued to the following existing shareholders:

Existing Stock Ownership:

- (1) Joan G. Levant . . . . . 100 shares
- (2) Lee A. Levant . . . . . 100 shares

Each share of common stock of the Surviving Corporation shall have a \$1.00 par value.

(b) The unissued balance of six hundred (600) share of common stock of LEVANT ENTERPRISES FLORIDA, INC., each of which has a \$1.00 par value, shall remain as treasury stock of the Surviving Corporation.

**ARTICLE 5.**

***DIRECTORS AND OFFICERS***

5.01 Directors and Officers of Surviving Corporation. On the Effective Date, the name of the Directors and principal officers of the Surviving Corporation who shall hold office until the next annual meeting of shareholders of the Surviving Corporation or until their respective successors have been elected or appointed and qualified are:

(a) Directors: JOAN G. LEVANT and LEE A. LEVANT.

(b) Officers: JOAN G. LEVANT, President, and LEE A. LEVANT, Vice President/Secretary/Treasurer.

**ARTICLE 6.**

***BYLAWS***

6.01 Bylaws of the Survivor. The Bylaws of LEVANT ENTERPRISES FLORIDA, INC., as existing on the Effective Date of the merger, shall continue in full force as the Bylaws of the Surviving Corporation until altered, amended, or repealed, as provided in the Bylaws or as provided by law.

**ARTICLE 7.**

***NATURE AND SURVIVAL OF  
WARRANTIES, INDEMNIFICATION, AND EXPENSES  
OF LEVANT ENTERPRISES, INC.***

7.01 Survival of Representations and Warranties. All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of

LEVANT ENTERPRISES, INC., LEVANT ENTERPRISES FLORIDA, INC. or the shareholders 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 and shareholders shall survive for a period of three (3) years after the Effective Date. No inspection, examination or audit made on behalf of the parties or the shareholders shall act as a waiver of any representation or warranty made under this Agreement.

7.02 LEVANT ENTERPRISES, INC. and LEVANT ENTERPRISES FLORIDA, INC. will pay all expenses (fifty percent [50%] to each corporation) in connection with or arising out of this Agreement and the transactions contemplated by this Agreement including without limitation all fees and expenses of legal counsel and accountants.

### *ARTICLE 8.*

#### *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 Florida Secretary of State, notwithstanding the approval of the shareholders of either 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 either of the constituent corporation if:

(1) The number of shareholders of either constituent corporation, or of both, dissenting from the merger shall be so large as to make the merger, in the opinion of the Board of Directors, inadvisable or undesirable.

(2) Any material litigation or proceeding shall be instituted or threatened against either constituent corporation, or any of its assets, that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.

(3) Any legislation shall be enacted that, in the opinion of either 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 either Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either constituent corporation.

(c) At the election of the Board of Directors of LEVANT ENTERPRISES FLORIDA, INC. if without the prior consent in writing of LEVANT ENTERPRISES FLORIDA, INC., LEVANT ENTERPRISES, INC. shall have:

(1) Declared or paid a cash dividend on its common stock or declared or paid any other dividend or made any other distribution on its shares.

(2) Created or issued any indebtedness for borrowed money.

(3) Entered into any transaction other than those involved in carrying on its business in the ordinary course.

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 whose Board of Directors has made the election shall give immediate written notice of the election to the other constituent corporation.

(b) On the giving of notice as 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 either constituent corporation as a result of the termination and abandonment.

## **ARTICLE 9.**

### ***INTERPRETATION AND ENFORCEMENT***

9.01 Further Assurances. LEVANT ENTERPRISES, INC. agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments required to complete the merger contemplated under this Agreement. LEVANT ENTERPRISES, INC. 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 the record or otherwise to the Surviving Corporation title to and possession of all property, rights, privileges, powers, and franchises of LEVANT ENTERPRISES, INC., and otherwise to carry out the intent and purpose of this Agreement.

9.02 Notices. Any notice or other communication required or permitted under this Agreement shall be properly given when deposited with the United States Postal Service for transmittal by certified or registered mail, postage prepaid, or when sent by facsimile transmission, addressed as follows:

(a) In the case of LEVANT ENTERPRISES, INC. to:

Attn: Lee A. Levant  
6912 East 9<sup>th</sup> Avenue  
Tampa, Florida 33619  
Telephone: (813) 626-5443  
Facsimile: (813) 621-1924

(b) In the case of LEVANT ENTERPRISES FLORIDA, INC. to:

Attn: Lee A. Levant  
6912 East 9<sup>th</sup> Avenue  
Tampa, Florida 33619  
Telephone: (813) 626-5443  
Facsimile: (813) 621-1924

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.

IN WITNESS WHEREOF this Agreement was executed the <sup>as of</sup> 20<sup>th</sup> day of ~~December, 1997~~ January, 1998.

LEVANT ENTERPRISES FLORIDA, INC.,  
a Florida corporation

LEVANT ENTERPRISES, INC., an Ohio  
corporation

By: Joan G. Levant  
Joan G. Levant, President

By: Joan G. Levant  
Joan G. Levant, President

By: Lee A. Levant  
Lee A. Levant  
Vice President/Secretary/Treasurer

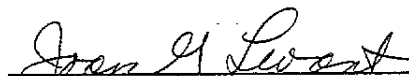
By: Lee A. Levant  
Lee A. Levant  
Secretary


(CORPORATE SEAL)

(CORPORATE SEAL)

**JOINDER**

The undersigned have joined in this Plan and Agreement of Reorganization and agree to be bound individually thereby.

  
Joan G. Levant

  
Lee A. Levant