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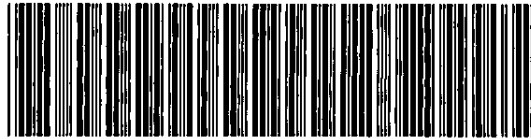
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TALLAHASSEE, FLORIDA

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LAW OFFICES
LINSKY AND LINSKY

DONALD B. LINSKY & ASSOC., P.A.
1509-B SUN CITY CENTER PLAZA
SUN CITY CENTER, FLORIDA 33573
(813) 634-5566
FAX (813) 634-3217
donald@linskylaw.com

MARK A. LINSKY, P.A.
503 WEST PLATT STREET
TAMPA, FLORIDA 33606
(813) 251-5197
FAX (813) 254-6744
malinsky@gte.net

REPLY TO: Sun City Center

February 21, 2007

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

Re: Voita Citrus of Florida, Inc. Agreement and Plan of Merger

Dear Sir/Madam:

Enclosed please find the original and one signed copy of the Agreement and Plan of Merger Among Voita Citrus of Florida, Inc. and Voita Citrus, Inc. which we respectfully submit for filing. Our firm check in the amount of \$78.75 is enclosed to cover the \$70.00 filing fee for the Agreement and Plan of Merger Among Voita Citrus of Florida, Inc. and Voita Citrus, Inc. and the \$8.75 fee for a certified copy of same. Please forward the certified copy to:

Donald B. Linsky & Assoc., P.A.
1509 Sun City Center Plaza Suite B
Sun City Center, Florida 33573

Thank you for your attention to this matter. Should you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,



Daniel Plonsky

Enclosures

COVER LETTER

TQ: Amendment Section
Division of Corporations

SUBJECT: VOITA CITRUS OF FLORIDA, INC.

(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

JACK CAIN, PRESIDENT

(Contact Person)

VOITA CITRUS OF FLORIDA, INC.

(Firm/Company)

6212 EMMONS LANE

(Address)

TAMPA, FLORIDA 33647

(City/State and Zip Code)

For further information concerning this matter, please call:

DONALD B. LINSKY, ESQ.

(Name of Contact Person)

At (813) 634-5566

(Area Code & Daytime Telephone Number)

☒ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

(Profit Corporations)

First: The name and jurisdiction of the surviving corporation:

VOITA CITRUS OF FLORIDA, INC.	FLORIDA	P06000000134
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VOITA CITRUS, INC.	INDIANA	2000010400075
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(Attach additional sheets if necessary)

AGREEMENT AND PLAN OF MERGER

AMONG

VOITA CITRUS OF FLORIDA, INC.

AND

VOITA CITRUS

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is entered into on the date hereof, **February 16**, 2007, among Voita Citrus of Florida, Inc., a Florida corporation, and Voita Citrus, Inc. an Indiana corporation.

RECITALS

- A. Voita Citrus of Florida, Inc. has an authorized capitalization of 7500 shares of common stock of which one hundred (100) shares are issued and outstanding on the date hereof.
- B. Voita Citrus, Inc.. has an authorized capitalization of 100 shares of common stock of which 100 shares are issued and outstanding on the date hereof.
- C. One (1) share of Voita Citrus of Florida, Inc.'s common stock is valued at 1 share of Voita Citrus, Inc. common stock.
- E. The respective Boards of Directors of Voita Citrus, Inc., and Voita Citrus of Florida, Inc., have determined that it is advisable that Voita Citrus, Inc. be merged with and into Voita Citrus of Florida, Inc. (the "Merger"), with Voita Citrus of Florida, Inc. continuing as the surviving corporation in the Merger (the "Surviving Corporation") pursuant and subject to the terms and conditions of this Agreement and applicable law.
- F. The merger is intended to qualify as a "reorganization" under the provisions of Section 368(a)(1)(A) of the Internal Revenue Code (the "Code").

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

THE MERGER

1.1 THE MERGER. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with applicable law, at the Effective Time of the Merger (as

defined in SECTION 1.2) Voita Citrus, Inc. shall be merged with and into Voita Citrus of Florida, Inc.. As a result of the Merger, the separate existence of Voita Citrus, Inc. shall cease and Voita Citrus of Florida, Inc. shall continue as the Surviving Corporation of the Merger.

1.2 EFFECTIVE TIME OF THE MERGER. Subject to the terms and conditions of this Agreement, the articles of merger (the "Florida Articles of Merger") shall be executed and filed with the Secretary of State of the State of Florida ("Florida Secretary of State") in accordance with the Florida Business Corporations Act at or as soon as practicable after the Closing (as defined in SECTION 1.3). The Merger shall become effective upon such filing of the Florida Articles of Merger (the "Effective Time of the Merger").

1.3 CLOSING. Subject to the terms and conditions of this Agreement, the closing of the Merger (the "Closing") will take place as soon as practicable after satisfaction of the conditions set forth in ARTICLE IV at the offices of Voita Citrus of Florida, Inc., 6212 Emmons Lane, Tampa, FL 33647, unless another date or place is agreed to in writing by the parties hereto.

1.4 EFFECTS OF THE MERGER. At the Effective Time of the Merger, the effect of the Merger shall be as provided in the provisions of applicable law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time of the Merger, all of the property, rights, privileges, powers and franchises of Voita Citrus, Inc. shall vest in the Surviving Corporation, and all debts, liabilities and duties of Voita Citrus, Inc. shall become the debts, liabilities and duties of the Surviving Corporation.

1.5 SURVIVING CORPORATION ARTICLES OF INCORPORATION AND BYLAWS; DIRECTORS AND OFFICERS. At the Effective Time of the Merger (i) the Articles of Incorporation and Bylaws of Voita Citrus of Florida, Inc., as in effect immediately prior to the Effective Time of the Merger, shall be the articles of incorporation and bylaws of the Surviving Corporation until thereafter amended as provided by applicable law, and (ii) the officers and directors of Voita Citrus of Florida, Inc. immediately after the Effective Time of the Merger shall be as set forth in SECTION 3.1.

ARTICLE II

EFFECT OF THE MERGER ON THE CAPITAL STOCK OF THE CONSTITUENT CORPORATION

2.1 CONVERSION OF VOITA CITRUS, INC. CAPITAL STOCK (i) Each share of Voita Citrus, Inc. Common Stock issued and outstanding immediately prior to the Effective Time

of the Merger shall be converted into the right to receive one (1) share of common stock of Voita Citrus of Florida, Inc..

ARTICLE III ADDITIONAL AGREEMENTS

3.1 DIRECTORS AND MANAGEMENT OF VOITA CITRUS OF FLORIDA, INC. AFTER THE EFFECTIVE TIME OF THE MERGER. Upon the Effective Time of the Merger, the Voita Citrus of Florida, Inc. Board of Directors will be set at a maximum of five directors and a minimum of one director. The initial Directors shall be:

Jack Cain
Karen Cain

The officers of Voita Citrus of Florida, Inc. after the effective time of merger will consist of:

Jack Cain as President
None elected as Vice President
Jack Cain as Treasurer
Karen Cain as Secretary

3.2 CONSENT. Each of Voita Citrus of Florida, Inc. and Voita Citrus, Inc., shall promptly apply for or otherwise seek, and use its best efforts to obtain, all consents and approvals required to be obtained by it for consummation of the Merger.

ARTICLE IV CONDITIONS PRECEDENT

4.1 CONDITIONS TO EACH PARTY'S OBLIGATION TO EFFECT THE MERGER. The respective obligation of each party to effect the Merger shall be subject to the satisfaction at or prior to the Closing of the following conditions:

(a) STOCKHOLDER APPROVALS. This Agreement shall have been approved and adopted by the stockholders of Voita Citrus, Inc. and Voita Citrus of Florida, Inc. to the extent, but only to the extent, required by applicable law.

(b) GOVERNMENT APPROVALS. All authorizations, consents, orders or approvals of, or declarations or filings with, or expiration of waiting periods imposed by, any court or governmental authority of competent jurisdiction necessary for the consummation of the transactions contemplated by this Agreement shall have been filed, occurred or been obtained other than filings relating to the Merger or affecting Voita Citrus, Inc.'s, Voita Citrus of Florida, Inc., or any of its subsidiaries or any of their properties, if failure to make such filing or obtain

such approval would not be materially adverse to the ability of Voita Citrus, Inc., or Voita Citrus of Florida, Inc. to conduct business following consummation of the Merger.

(c) LEGAL ACTION. No temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or other legal restraint or prohibition (an "Injunction") preventing the consummation of the Merger shall be in effect, nor shall any proceeding brought by any administrative agency or commission or other governmental authority or instrumentality, domestic or foreign, relating to any of the foregoing be pending. In the event an Injunction shall have been issued, each party agrees to use its reasonable diligent efforts to have the Injunction lifted.

(d) STATUTES. No statute, rule or regulation shall have been enacted by any court or governmental authority of competent jurisdiction which would make the consummation of the Merger illegal.

ARTICLE V

TERMINATION, AMENDMENT AND WAIVER

5.1 TERMINATION. This Agreement may be terminated at any time prior to the Effective Time of the Merger, whether before or after approval of matters presented in connection with the Merger by the stockholders of Voita Citrus of Florida, Inc. or Voita Citrus, Inc. (to the extent such approval is required):

(a) by mutual written consent of Voita Citrus, Inc., and Voita Citrus of Florida, Inc., Inc.;
or

(b) by any of Voita Citrus of Florida, Inc. or Voita Citrus, Inc. if any required approval of the stockholders of Voita Citrus of Florida, Inc. or Voita Citrus, Inc. shall not have been obtained. When action is taken to terminate this Agreement pursuant to this SECTION 5.1, it shall be sufficient for such action to be authorized by the Board of Directors of the party taking such action and for such party then to notify in writing the other party (or parties) of such action.

5.2 EFFECT OF TERMINATION. In the event of termination of this Agreement by Voita Citrus of Florida, Inc. or Voita Citrus, Inc. as provided in SECTION 5.1, this Agreement shall forthwith become void and there shall be no liability or obligation on the part of Voita Citrus of Florida, Inc. or Voita Citrus, Inc. or their respective officers or directors.

5.3 EXPENSES. All costs and expenses incurred in connection with this Agreement and

the transactions contemplated hereby shall be paid by the party incurring such expense.

5.4 AMENDMENT. This Agreement may be amended by the parties hereto by action taken by their respective Boards of Directors at any time before or after approval of matters presented in connection with the Merger by the stockholders of Voita Citrus of Florida, Inc., or Voita Citrus, Inc. (to the extent such approval is required); PROVIDED THAT after any such stockholder approval, no amendment shall be made which by law requires the further approval of stockholders without obtaining such further approval. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

ARTICLE VI GENERAL PROVISIONS

6.1 NOTICES. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail (return receipt requested) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(i) if to Voita Citrus of Florida, Inc. and/or Voita Citrus, Inc. 6212 Emmons Lane, Tampa, FL 33647.

6.2 SEVERABILITY. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

6.3 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to such subject matter and, except as otherwise expressly provided herein, is not intended to confer upon any other person any rights or remedies hereunder.

6.4 ASSIGNMENT. This Agreement shall not be assigned by operation of law or otherwise.

6.5 PARTIES OF INTEREST. This Agreement shall be binding upon and inure solely to

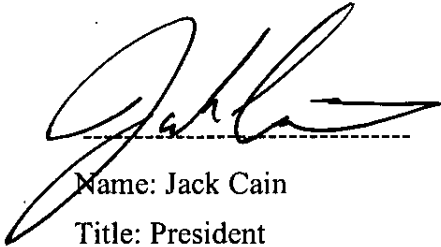
the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

6.6 COUNTERPARTS. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received counterparts hereof signed by all of the other parties hereto.

6.7 GOVERNING LAW. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida (excluding the choice-of-law rules thereof).

IN WITNESS WHEREOF Voita Citrus of Florida, Inc. and Voita Citrus, Inc. have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

Voita Citrus, Inc.

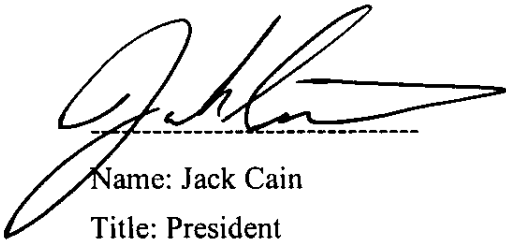


Handwritten signature of Jack Cain, written in black ink, positioned above a dashed horizontal line.

Name: Jack Cain

Title: President

Voita Citrus of Florida, Inc.



Handwritten signature of Jack Cain, written in black ink, positioned above a dashed horizontal line.

Name: Jack Cain

Title: President