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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

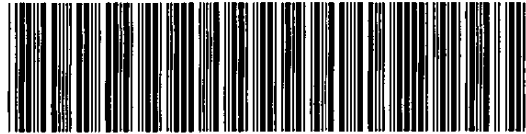
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DEC 28 2007

EXAMINER

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FERRANTE & ASSOCIATES

ATTORNEYS AT LAW

126 Prospect Street - Cambridge, Massachusetts 02139
Telephone 617-868-5000
Fax 617-868-2519

December 19, 2007

SECOND DAY DELIVERY

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

***Re: Merger of Sawgrass Landscape Services, LLC with and into Luke's
Landscaping, Inc.***

Dear Madam/Sir:

Enclosed for filing please find the following:

1. Certificate of Merger of Sawgrass Landscape Services, LLC with and into Luke's Landscaping, Inc. with attached Agreement and Plan of Merger

***PLEASE NOTE THAT THE EFFECTIVE DATE AND TIME OF
THIS MERGER IS DECEMBER 31, 2007 AT 12:01 P.M.***

2. Check payable to the Florida Department of State in the amount of \$90.00 for the merger fees and a certified copy of the merger documents.

If there are any questions regarding these documents, please feel free to call me. Otherwise, please file the articles of merger in your usual manner and return a certified copy of the merger documents to me.

Thank you for your attention to this matter.

Very truly yours,



Catherine Conneely

Enclosures

CERTIFICATE OF MERGER
OF
SAWGRASS LANDSCAPE SERVICES, LLC
WITH AND INTO
LUKE'S LANDSCAPING, INC.

LDH63011

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Pursuant to the provisions of Section 607.1109 of the Florida Business Corporation Act and Section 608.4382 of the Florida Limited Liability Company Act, the undersigned Sawgrass Landscape Services, LLC and Luke's Landscaping, Inc. adopt the following Certificate of Merger:

1. The name of the surviving entity of the merger is Luke's Landscaping, Inc., a Florida corporation ("Luke's"). The name of the merging entity is Sawgrass Landscape Services, LLC, a Florida limited liability company ("Sawgrass"), which is 100% held by Luke's.
2. A copy of the Agreement and Plan of Merger, dated December 3, 2007, by and between Luke's and Sawgrass, is attached hereto as Exhibit "A" and incorporated herein by reference.
3. This merger shall become effective as at 12:01 p.m. on December 31, 2007.
4. The Agreement and Plan of Merger was adopted on December 3, 2007 by the sole shareholder and Board of Directors of Luke's by written consent without a meeting in the manner prescribed by the Florida Business Corporation Act.
5. The Agreement and Plan of Merger was adopted on December 3, 2007 by the sole member and the Board of Managers of Sawgrass by written consent without a meeting in the manner prescribed by the Florida Limited Liability Company Act.

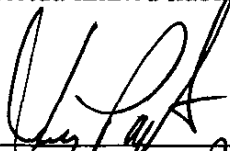
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IN WITNESS WHEREOF, this Articles / Certificate of Merger has been executed
as of the 3rd day of December, 2007.

Sawgrass Landscape Services, LLC,
a Florida limited liability company

By: 
Name: JERRY PALAZZOLO
Title: PRESIDENT / Authorized Representative

Luke's Landscaping, Inc.,
a Florida corporation

By: 
Name: RICHARD SPININ
Title: SECRETARY / DIRECTOR

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into this 3rd day of December, 2007, by and between Sawgrass Landscape Services, LLC, a Florida limited liability company with its principal office located at 2950 North 28th Terrace, Hollywood, Florida 33020 (the "Merging Entity"), and Luke's Landscaping, Inc., a Florida corporation with its principal office located at 2950 North 28th Terrace, Hollywood, Florida 33020 (the "Surviving Entity").

WHEREAS, the Merging Entity is a limited liability company organized and existing under and by virtue of the laws of the State of Florida;

AND WHEREAS, the Surviving Entity is a corporation organized and existing under and by virtue of the laws of the State of Florida;

AND WHEREAS, the Surviving Entity is the sole member of the Merging Entity;

AND WHEREAS, pursuant to the duly authorized action by the sole shareholder and Board of Directors of the Surviving Entity and by the sole member and Board of Managers of the Merging Entity, the Surviving Entity and the Merging Entity have determined that they shall merge (the "Merger") upon the terms and subject to the conditions and in the manner set forth in this Agreement and in accordance with Section 608.438 of the Florida Limited Liability Company Act and Section 607.1108 of the Florida Business Corporation Act.

NOW THEREFORE, in consideration of the premises and the terms, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Merging Entity and the Surviving Entity hereby mutually agree as follows:

1. Merger. The Merging Entity and the Surviving Entity agree that the Merging Entity shall be merged with and into the Surviving Entity, as a single and surviving entity, upon the terms and subject to the conditions and in the manner set forth in this Agreement, and that the Surviving Entity shall continue under the laws of the State of Florida as the surviving entity. The Merger shall be effective as at 12:01 p.m. on December 31, 2007 (the "Effective Time").

2. Survival; Existence. At and after the Effective Time: (a) the Surviving Entity shall be the surviving entity, and shall continue to exist as a corporation under the laws of the State of Florida, with all of the rights and obligations of such Surviving Entity as are provided by the Florida Business Corporation Act; and (b) the Merging Entity shall cease to exist and its assets, property and obligations shall become the assets, property and obligations of the Surviving Entity as the surviving entity.

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3. Articles; Bylaws. At and after the Effective Time: (a) the Articles of Incorporation of the Surviving Entity in existence immediately prior to the Effective Time shall continue to be the Articles of Incorporation of the Surviving Entity until duly amended; and (b) the Bylaws of the Surviving Entity in existence immediately prior to the Effective Time shall continue to be the Bylaws of the Surviving Entity until duly amended.

4. Manner and Basis of Converting Securities. At the Effective Time: (a) all of the issued and outstanding membership interests and other securities, and all rights to acquire securities, of the Merging Entity shall be cancelled and no longer be issued or outstanding; and (b) all of the issued and outstanding shares of common stock and other securities, and all rights to acquire securities, of the Surviving Entity shall remain unaffected and the sole shareholder of the Surviving Entity shall remain the sole shareholder of the Surviving Entity.

5. Approval. The Merger contemplated by this Agreement has previously been submitted to and approved by the sole shareholders and the Board of Directors of the Surviving Entity and by the sole member and the Board of Mangers of the Surviving Entity. Subsequent to the execution of this Agreement by the appropriate representatives of the Merging Entity and the Surviving Entity, the proper representatives of the Merging Entity and the Surviving Entity shall, and are hereby authorized and directed to, perform all such further acts and execute and deliver to the proper authorities for filing all documents, as the same may be necessary or proper to render effective the Merger contemplated by this Agreement.

6. Miscellaneous. Prior to the Effective Time, this Agreement may be amended or terminated by the written agreement of the parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same agreement. This Agreement shall be construed in accordance with the laws of the State of Florida, without regard to the conflict of laws principles thereof. The terms and conditions of this Agreement are solely for the benefit of the parties hereto and the sole shareholder of the Surviving Entity and the sole Member of the Merging Entity, and no individual who or entity which is not a party to this Agreement shall have any rights or benefits whatsoever under this Agreement, either as a third party beneficiary or otherwise.

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TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, the Merging Entity and the Surviving Entity have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.


MERGING ENTITY:

Sawgrass Landscape Services, LLC,
a Florida limited liability company

By: 
Name: JERRY LAROZZO
Title: PRESIDENT / Authorized Representative

SURVIVING ENTITY:

Luke's Landscaping, Inc.,
a Florida corporation

By: 
Name: RICHARD STRAVIN
Title: SECRETARY / DIRECTOR