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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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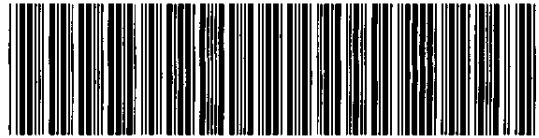
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SECRETARY OF STATE
TALLAHASSEE FLORIDA

W. C. C. MAR 17 2009

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Pershing Apartments, LLC
(Name of Surviving Party)

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Carole Aronson

(Contact Person)

Carole Aronson, P.A.

(Firm/Company)

1500 Gateway Blvd., Suite 220

(Address)

Boynton Beach, FL 33426

(City, State and Zip Code)

For further information concerning this matter, please call:

Carole Aronson at (561) 739-7907
(Name of Contact Person) (Area Code and Daytime Telephone Number)

☒ Certified copy (optional) \$30.00

STREET ADDRESS:

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

MAILING ADDRESS:

Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**Certificate of Merger
For
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Pershing Apartments, LLC	Florida	LLC
Pershing Land, LLC	Florida	LLC L05-69562

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Pershing Apartments, LLC	FL	LLC L05-69192

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: 477 S. Rosemary Ave., Suite 215



West Palm Beach, FL 33401

Mailing address: 477 S. Rosemary Ave., Suite 215

West Palm Beach, FL 33401

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Pershing Land, LLC	 Neil J. Kozokoff	President, Parkland Corporation, MGRM
Pershing Apartments, LLC	 Neil J. Kozokoff	President, Parkland Corporation, MGRM

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

<u>Fees:</u>	For each Limited Liability Company:	\$25.00
	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50
	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00

<u>Certified Copy (optional):</u>	\$30.00
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PLAN OF MERGER

FIRST: The exact name, form/entity type, and jurisdiction for each **merging** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Pershing Apartments, LLC	FL	LLC
Pershing Land, LLC	FL	LLC

SECOND: The exact name, form/entity type, and jurisdiction of the **surviving** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Pershing Apartments, LLC	FL	LLC

THIRD: The terms and conditions of the merger are as follows:

See ATTACHED Merger Agreement

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

(Attach additional sheet if necessary)

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

(Attach additional sheet if necessary)

FIFTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

(Attach additional sheet if necessary)

SIXTH: Other provisions, if any, relating to the merger are as follows:

(Attach additional sheet if necessary)

PLAN OF MERGER

This Plan of Merger is executed this ____ day of March, 2009, by PERSHING APARTMENTS, LLC, a Florida limited liability company ("Apartments") and PERSHING LAND, LLC, a Florida limited liability company ("Land").

WITNESSETH:

WHEREAS, the ownership of Apartments and Land is identical; and

WHEREAS, the members of Apartments and Land have agreed to merge both entities into Apartments;

NOW THEREFORE, in consideration of ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon consent of the membership of both Apartments and Land, the limited liability companies agree to the following Plan of Merger:

1. The recitals set forth above are true and correct and reiterated herein.
2. The exact name, entity type and jurisdiction for each merging party are as follows:

Pershing Apartments, LLC, a Florida limited liability company
Pershing Land, LLC, a Florida limited liability company

3. The exact name, entity type and jurisdiction of the surviving party is Pershing Apartments, LLC, a Florida limited liability company.

4. The terms and conditions of the merger are as follows:

- (a) Land shall merge with and into Apartments.
- (b) Apartments owns all membership interests in Land. As a result of the merger, the membership interests in Land shall become the property of the owners of the membership interests in Apartments, and shall be converted to membership interests in Apartments. Each membership in Apartments shall remain a membership in Apartments.
- (c) The articles of organization of Apartments as in effect immediately prior to the effective date of the merger shall remain the articles of organization of Apartments.
- (d) The operating agreement of Apartments as in effect immediately prior to the effective date of the merger, shall continue in full force and effect as the operating agreement of the surviving company until duly amended in accordance with the provisions thereof and applicable law.
- (e) The managing member of Apartments shall remain the managing member of Apartments.

(f) Upon consummation of the merger, Apartments shall succeed, without other transfer, to all the rights and property of Land and shall be subject to all debts, liabilities and obligations of Land in the same manner as if incurred by Apartments.

(g) All rights of creditors and all liens upon or arising from the property of Apartments and Land shall be preserved unimpaired, provided that the liens and obligations upon property of Land shall be limited to the property affected thereby immediately prior to the time the merger is effective.

5. (a) The manner and basis of converting the interests of each merged party into the interests of the survivor is as follows: Upon the Effective Date of the merger each membership interest of Land outstanding immediately prior thereto shall, by virtue of the merger and without any action by Land, the holder of such interest or any other person, be changed and converted into and exchanged for one fully paid interest of Apartments.

(b) The manner and basis of converting rights to acquire the interests of each merged party into rights to acquire the interests of the survivor is as follows: Upon the Effective Date of the merger, the holders of each membership interest of Land shall obtain a right to acquire additional interests in Apartments such as that of any holder of an ownership interest in Apartments as is set forth in the operating agreement of Apartments.

6. The Effective Date of the merger is the date of filing the Certificate of Merger with the Florida Division of Corporations.

7. All members of Land and Apartments have consented to the merger and all of the terms and conditions thereof.

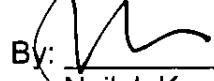
8. After the Effective Date of the merger, each holder of an outstanding certificate representing units of Land may, at the holder's option, surrender the same for cancellation to the Managing Member as exchange agent (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the percentage interest in Apartments. Until so surrendered, each outstanding certificate of Land shall be deemed for all purposes to represent the same percentage interest in Apartments.

[SEE NEXT PAGE FOR SIGNATURES]

IN WITNESS WHEREOF, the undersigned have executed this Plan of Merger as of the date first set forth above.

PERSHING LAND, LLC


By: Parkland Corporation
Its: Managing Member

By: 

Neil J. Kozokoff
Its: President

PERSHING APARTMENTS, LLC

By: Parkland Corporation
Its: Managing Member

By: 

Neil J. Kozokoff
Its: President

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