

L0600017646

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

B. BOSTICK

NOV 14 2012

EXAMINER

**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>
Crystal Cove Development, LLC	Florida	Limited Liability Company
St. John's Professional Centre, LLC	Florida	Limited Liability Company

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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>
St. John's Professional Centre, LLC	Florida	Limited Liability Company

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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:

NOT APPLICABLE

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 entitles under ss.608.4351-608.43595, F.S.

NOT APPLICABLE

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

NOT APPLICABLE

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: _____

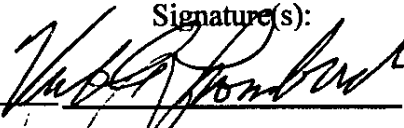
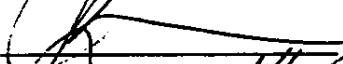
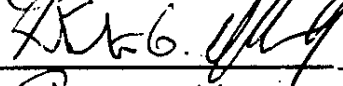

Mailing address: _____

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FLORIDA
TALLAHASSEE, FLORIDA
STATE
SECRETARY OF STATE

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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:
Crystal Cove Development, LLC		Victor A. Lombardi
Crystal Cove Development, LLC		Joseph M. Foglia
St. John's Professional Centre, LLC		Robert G. Morvillo
St. John's Professional Centre, LLC		Gerald Morvillo

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
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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 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

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>
Crystal Cove Development, LLC	Florida	Limited Liability Company
St. John's Professional Centre, LLC	Florida	Limited Liability Company

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>
St. John's Professional Centre, LLC	Florida	Limited Liability Company

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

- (a) The merging party shall merge into the surviving party on the effective date of the merger (the "Merger"). The Merger shall become effective the date on which the Certificate of Merger is accepted for filing by the State of Florida's Division of Corporations (the "Effective Date"). The merging party and the surviving party shall collectively hereinafter be referred to as the "Constituent Parties."
- (b) The articles of organization and operating agreement of the surviving party that was in effect immediately prior to the Merger's Effective Date shall be the articles of organization and operating agreement of the surviving party until otherwise amended or repealed in accordance with applicable law.
- (c) From and after the Merger's Effective Date, the Manager of the surviving party shall be Robert G. Morvillo, whose address is 6104 Eagle Nest Drive, Jupiter, Florida 33458, and who shall remain as the Manager until a successor is duly appointed in accordance with applicable law and the governing documents, if any, of the surviving party.
- (d) The established offices and facilities of the merging party immediately prior to the Merger's Effective Date shall continue as the established offices and facilities of the surviving party after the Merger's Effective Date. As of the Merger's Effective Date, the separate existence of the merging party as a limited liability company shall cease.
- (e) All assets and property (including, without limitation, real, personal and mixed, tangible and intangible) owned respectively by the merging party and the surviving party prior to the Merger's Effective Date, shall immediately, by operation of law and without any conveyance, transfer or further action, become the assets and property of the surviving party. The surviving party shall succeed to the rights and obligations of the merging party, and to the duties and liabilities connected therewith.

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:

On the Effective Date, by virtue of the Merger and without any action on the part of the Constituent Parties, any and all membership interests of the merging party shall be converted to membership interests of the surviving party and be allocated pursuant to all applicable laws of the State of Florida and the governing documents, if any, and operating agreement of the surviving party.

(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:

On the Effective Date, by virtue of the Merger and without any action on the part of the Constituent Parties, any and all rights to acquire interests of the merging party shall be converted to rights to acquire interests of the surviving party and shall be governed in accordance with all applicable laws and the operating agreement of the surviving party.

(Attach additional sheet if necessary)

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TALLAHASSEE, FLORIDA

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

Prior to the Effective Date, the Constituent Parties shall take all such actions as shall be necessary or appropriate in order to effectuate the Merger. In the event that at any time after the Effective Date, the surviving party shall determine that any further conveyance, assignment, or other documents or any further action is necessary or desirable to vest in or confirm to the surviving party full title to all the properties, assets, rights, and privileges of the merging party, the managers of the surviving party, in the name and on behalf of each of the merging party and the surviving party, shall be authorized to execute and deliver all such instruments and take all such action in the name and on behalf of the Constituent Parties as may be necessary or desirable in order to vest in and confirm to the surviving party title to and possession of all such properties, assets, rights and privileges, and to otherwise carry out the purposes of the Plan of Merger.

(Attach additional sheet if necessary)

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

- (a) The Plan of Merger herein made has been approved by all members of the Constituent Parties in the manner prescribed: (i) under the applicable laws of the State of Florida, and if applicable, (ii) under each party's respective governing documents.
- (b) The Merger is permitted under the laws of the State of Florida, and is not prohibited by any of the governing documents and/or any agreements of the Constituent Parties.
- (c) This Plan of Merger may be executed in any number of counterparts, each of which shall constitute an original hereof and when all such counterparts are taken together, they shall be deemed to be one and the same instrument. Signatures of a party to this Plan of Merger which are sent to the other parties to this Plan of Merger by facsimile or electronic transmission shall be binding as evidence of acceptance of the terms hereof or thereof by such signatory parties.

(Attach additional sheet if necessary)

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