

FILE No 289 06/25 '08 09:24

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Division of Corporations

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MERGER OR SHARE EXCHANGE

2541 Professional Properties, LLC

Certificate of Status	0
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\$90.00

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EXAMINER

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CERTIFICATE OF MERGER

2541 Professional Properties, LLC, a Florida limited liability company (the "Surviving Entity"), and 300 Grove Professional, Inc., a Florida corporation (the "Non-surviving Entity"), hereby state and certify as follows, for the purposes of effecting an agreement and plan of merger between them, pursuant to the requirements of Sections 607.1108 and 608.438, Florida Statutes:

1. Attached as Exhibit "A" is the Agreement and Plan of Merger between the Non-surviving Entity and the Surviving Entity, which is hereby incorporated by such reference as if fully herein set forth (the "Plan of Merger").

2. The Plan of Merger was duly and unanimously authorized, approved and adopted by the Board of Directors and the shareholders of the Non-surviving Entity in accordance with the applicable provisions of Chapter 607, Florida Statutes, by Written Consent thereto dated as of June 19, 2008.

3. The Plan of Merger was duly and unanimously authorized, approved and adopted by the sole member of the Surviving Entity in accordance with the applicable provisions of Chapter 608, Florida Statutes, by Written Consent thereto dated as of June 19, 2008.

4. The merger of the Non-surviving Entity with and into the Surviving Entity shall become effective at 12:00 a.m. (Eastern Time) on June 20, 2008, and shall have the effects set forth in Section 607.11101 of the Florida Business Corporation Act and Section 608.4383 of the Florida Limited Liability Company Act.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Merger as of the 19th day of June, 2008.

SURVIVING ENTITY:

2541 PROFESSIONAL PROPERTIES, LLC

By: Scott W. Leeds
Scott W. Leeds, Manager

NON-SURVIVING ENTITY

300 GROVE PROFESSIONAL, INC.

By: Scott W. Leeds
Scott W. Leeds, President

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Exhibit "A"AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") relates to the merger of 300 Grove Professional, Inc., a Florida corporation (the "Non-surviving Entity"), with and into 2541 Professional Properties, LLC, a Florida limited liability company (the "Surviving Entity").

WITNESSETH:

WHEREAS, the Non-surviving Entity and the Surviving Entity wish to enter into a merger agreement according to which the Non-surviving Entity will merge with and into the Surviving Entity, and the Surviving Entity will be the surviving entity.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth below, the parties agree as follows:

1. The Merger. On the Effective Date (as defined below), the Non-surviving Entity shall merge with and into the Surviving Entity (the "Merger"). Immediately following the Merger, the Surviving Entity shall continue as the surviving entity, and the separate existence of the Non-surviving Entity shall cease.

2. Terms and Conditions. The Merger shall become effective at 12:00 a.m. (Eastern Time) on June 20, 2008 (the "Effective Date"), and shall have the effects set forth in Section 607.11101 of the Florida Business Corporation Act and Section 608.4383 of the Florida Limited Liability Company Act.

3. Conversion of Shares and Treatment of Membership Interests.

(a) Each share of common stock, par value \$.01 per share, of the Non-surviving Entity issued and outstanding immediately before the Effective Date, and any right to acquire common stock thereof, shall, by virtue of the Merger and the Non-surviving Entity being the non-surviving entity thereof, and without any action on the part of, or consideration being tendered to, the holder thereof, be cancelled and retired and cease to exist, without any conversion thereof.

(b) Each membership interest in the Surviving Entity existing immediately before the Effective Date, and any right to acquire a membership therein, shall, by virtue of the Merger and the Surviving Entity being the surviving entity thereof, and without any action on the part of the holder thereof, continue to exist as a membership interest and right to acquire a membership interest, respectively, in the Surviving Entity.

4. Management. The Surviving Entity shall be managed by a manager. The name and address of the manager of the Surviving Entity is:

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Name

Address

Scott W. Leeds

2400 South Dixie Highway, Suite 100;
Miami FL 33133

5. Articles of Organization. The Articles of Organization of the Surviving Entity shall be the Articles of Organization of the surviving business entity.

6. Compliance Agreement. The Non-surviving Entity shall from time to time, as and when requested by the Surviving Entity, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out the Merger.

7. Section Headings. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

8. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

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