

A09000000163

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

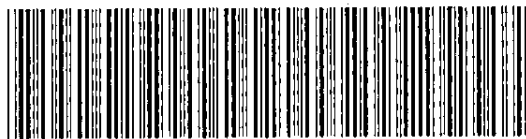
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer

Office Use Only



200189045972

01/03/11--01017--001 \*\*600-00

EFFECTIVE DATE

1/1/11

10 DEC 30 PM 3:18

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATION

N. Culligan JAN 3 - 2011

CUMMINGS & LOCKWOOD LLC



Matthew N. Turko  
Associate  
Also Admitted in Connecticut

239.649.3158 Direct  
239.430.3319 Fax  
mturko@cl-law.com  
www.cl-law.com

Street Address:  
Collier Place II  
3001 Tamiami Trail North  
Suite 400  
Naples, FL 34103

Post Office Address:  
P.O. Box 413032  
Naples, FL 34101

239.262.8311 Phone  
239.263.0703 Fax

December 29, 2010

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

rec. on 12/30

Re: **Florida Merger Documents**

Dear Sir/Madam:

Enclosed please find the executed copies of the Florida merger documents for the following entities:

- (1) **720 Coral Way, LLC (L02000012852);**
- (2) **BV Buena Vista, LLC (L02000012865);**
- (3) **JS Buena Vista, LLC (L02000012858);**
- (4) **SSK Ventures Limited Partnership (A02000000691);**
- (5) **SSK Ventures, LLC (L02000011823);**
- (6) **VCG Investments LP (A09000000163);**
- (7) **VCG General Partner, Inc. (P09000018668);**
- (8) **VCG Properties, Inc. (V31368); and**
- (9) **Venture Capital Group, LLC (L02000012860).**

Additionally, a check is enclosed in the amount of \$600 payable to the Department of State for the Florida merger fees owed for all of the entities designated above. Please note that the effective date of all the mergers is **January 1, 2011**. Please process these merger documents as soon as possible.

If you have any questions, please do not hesitate to contact me.

## **CERTIFICATE OF MERGER**

The following certificate of merger is being submitted in accordance with section 620.2108, Florida Statutes.

**FIRST:** The exact name, street address of the principal office, jurisdiction, and entity type for each **merging** party is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
<b>VCG INVESTMENTS LP</b> 4925 West Leitner Drive Coral Springs, Florida 33067	Florida	Limited Partnership

Florida Document Number: A09000000163

**SECOND:** The exact name, street address of the principal office, jurisdiction, and entity type for each **surviving** party is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
<b>VCG INVESTMENTS LIMITED PARTNERSHIP</b> 431 North Phillips Avenue, Suite 301 Sioux Falls, South Dakota 57104	South Dakota	Limited Partnership

South Dakota Number: DP002167

**THIRD:** The attached agreement and plan of merger meets the requirements of section 620.2106, Florida Statutes, and was approved by both the domestic limited partnership and the foreign limited partnership that are parties to the merger in accordance with Chapter 620, Florida Statutes.

**FOURTH:** The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the certificates of formation or agreements of limited partnership of any domestic limited partnership or certificate of formation or agreement of limited partnership of any foreign limited partnership that is a party to the merger.

**FIFTH:** The merger shall become effective as of **January 1, 2011.**

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATION  
10 DEC 30 PM 3:18

**SIXTH:** The certificate of merger complies and was executed in accordance with the laws of each party's applicable jurisdiction.

**SEVENTH:** The surviving party appoints the Department of State as its agent for service of process in a proceeding to enforce obligations of each limited partnership that merge into the surviving party, including any appraisal rights of limited partners under sections 620.2113 - 620.2124 of the Florida Statutes to the extent applicable to the merger, and the Department of State may send such service of process to 431 North Phillips Avenue, Suite 301, Sioux Falls, South Dakota 57104.

**EIGHTH:** Signatures for Each Party:

**VCG INVESTMENTS LP**, a Florida limited partnership

By: **VCG GENERAL PARTNER, INC.**, a Florida corporation, general partner

By:   
\_\_\_\_\_  
**JEFFREY I. SHERRIN**  
President

**VCG INVESTMENTS LIMITED PARTNERSHIP**, a South Dakota limited partnership

By: **VCG GENERAL PARTNER LLC**, a South Dakota limited liability company, general partner

By:   
\_\_\_\_\_  
**JEFFREY I. SHERRIN**  
Manager

## **PLAN OF MERGER**

This **PLAN OF MERGER** (this "**Agreement**") is made and entered into as of the 22nd day of December, 2010, by and between **VCG INVESTMENTS LP**, a Florida limited partnership (the "**FL LP**"), and **VCG INVESTMENTS LIMITED PARTNERSHIP**, a South Dakota limited partnership (the "**SD LP**"). The FL LP and the SD LP are sometimes referred to herein as the "**Constituent Partnerships**."

### **W I T N E S S E T H:**

**WHEREAS**, the general partner and all of the limited partners of the FL LP and the general partner and all of the limited partners of the SD LP have determined that it is advisable that the FL LP be merged with and into the SD LP and have approved the merger on the terms and conditions hereinafter set forth in accordance with the applicable provisions of the laws of the State of Florida and the State of South Dakota which permit such merger.

**NOW, THEREFORE**, in consideration of the premises, covenants and agreements herein contained, the parties agree as follows:

### **ARTICLE I. THE MERGER**

Section 1.1. Description of the Merger. As of the Effective Date (as defined in Article IV), the FL LP shall merge with and into the SD LP (the "**Merger**") and the SD LP shall continue as the surviving partnership (the "**Surviving Partnership**"), subject to the laws of the State of South Dakota. The Merger shall be pursuant to and shall have the effect provided for in the South Dakota Uniform Limited Partnership Act (the "**SD Act**") and the Florida Revised Uniform Limited Partnership Act of 2005 (the "**FL Act**") (the SD Act and the FL Act may, as applicable, each be referred to herein as the "**Act**," and may be collectively referred to herein as the "**Acts**").

Section 1.2. Effect of the Merger. From and after the Effective Date:

(a) The SD LP shall become the Surviving Partnership, and the separate existence of the FL LP shall cease, except to the extent provided by the Acts in the case of a limited partnership after its merger with and into a limited partnership;

(b) The Surviving Partnership shall possess all of the rights, privileges and powers, public and private, of each of the Constituent Partnerships, and all property, real, personal and mixed, and all debts due to any Constituent Partnership on whatever account. All interests of, belonging or due to, either of the Constituent Partnerships shall thereupon be deemed to be transferred to and vested in the Surviving

Partnership without act or deed and no title to any real estate or any interest therein vested in either of the Constituent Partnerships shall revert or be in any way impaired by reason of the Merger;

(c) The Surviving Partnership shall be responsible for all debts, liabilities and obligations of each of the Constituent Partnerships and each claim existing and each action or proceeding pending by or against either of the Constituent Partnerships may be prosecuted as if the Merger had not taken place, and the Surviving Partnership may be substituted in the place of such Constituent Partnerships. No right of any creditor of either Constituent Partnership and no lien upon the property of either Constituent Partnership shall be impaired by the Merger.

(d) The name and address of the General Partner of the Surviving Partnership is **VCG GENERAL PARTNER LLC**, a South Dakota limited liability company, 431 North Phillips Avenue, Suite 301, Sioux Falls, South Dakota 57104.

## **ARTICLE II. CERTIFICATES OF LIMITED PARTNERSHIP AND AGREEMENTS OF LIMITED PARTNERSHIP**

Section 2.1. Certificates of Limited Partnership. The Certificate of Limited Partnership of the SD LP, as in effect immediately prior to the Effective Date, shall be the certificate of limited partnership of the Surviving Partnership from and after the Effective Date. Such certificate of limited partnership shall continue in effect until amended, restated or repealed in accordance with applicable law and the certificate of limited partnership of the Surviving Partnership. The certificate of limited partnership of the FL LP shall terminate and be of no force or effect as of the Effective Date.

Section 2.2. Agreements of Limited Partnership. The agreement of limited partnership of the SD LP, as in effect immediately prior to the Effective Date, shall be the agreement of limited partnership of the Surviving Partnership from and after the Effective Date. Such agreement of limited partnership shall continue in effect until amended, restated or repealed in accordance with applicable law, the certificate of limited partnership and the agreement of limited partnership of the Surviving Partnership. The agreement of limited partnership of the FL LP shall terminate and be of no force or effect as of the Effective Date.

## **ARTICLE III. MANNER AND BASIS OF CONVERTING INTERESTS**

As of the Effective Date, pursuant to this Agreement and without any action on the part of any partner of the FL LP or any partner of the SD LP, all of the issued and outstanding partnership interests in the FL LP shall be converted into the same percentage of partnership interests held in the SD LP.

**ARTICLE IV.  
EFFECTIVENESS OF MERGER**

If this Agreement is not terminated and abandoned pursuant to the provisions of Article V, the following actions shall be taken to effect the Merger:

(i) the certificate of merger shall be executed and filed with the Florida Department of State and the statement of merger shall be executed and filed with the South Dakota Secretary of State in accordance with the Acts; and

(ii) the Constituent Partnerships shall do all other acts and things as shall be necessary or desirable to effect the Merger.

The Merger shall become effective on January 1, 2011 (the "Effective Date").

**ARTICLE V.  
TERMINATION AND AMENDMENT**

Section 5.1. Termination. At any time prior to the Effective Date, this Agreement may be terminated and the Merger may be abandoned by the general partner of the FL LP or by the general partner of the SD LP, notwithstanding approval of this Agreement by the general partner or limited partners of the FL LP or the general partner or limited partners of the SD LP. If this Agreement is terminated and abandoned pursuant to the provisions of this Article, it shall become void and have no effect, without any liability on the part of either of the Constituent Partnerships, or any of the partners of the Constituent Partnerships.

Section 5.2. Amendment. This Agreement may be amended, modified or supplemented by the general partner of the FL LP or the general partner of the SD LP at any time prior to the Effective Date; provided that an amendment made following approval of this Agreement by the general partner of the FL LP or the general partner of the SD LP shall not (i) alter or change the amount or kind of limited partnership interests to be received, (ii) alter or change any term of the certificate of limited partnership of the Surviving Partnership to be effected by the Merger, or (iii) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the limited partners of the FL LP or the limited partners of the SD LP.

**ARTICLE VI.  
MISCELLANEOUS**

Section 6.1. Further Assurances. If, at any time after the Effective Date, the Surviving Partnership or its successors or assigns determines that any documentation, action or things are necessary or desirable to further carry out the purposes of this Agreement or to vest the Surviving Partnership with all right, title and interest in, to and under all of the assets, properties, rights, claims, privileges, immunities, powers, and authority of each of the Constituent Partnerships, the general partner of the Surviving Partnership shall be authorized to execute and deliver, in the name and on behalf of any Constituent Partnership or otherwise, all such documentation, and to take and do, in the name and on behalf of any Constituent Partnership or otherwise, all such other actions and things.

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed by their respective duly authorized personnel all as of the date first written above.

**VCG INVESTMENTS LP**, a Florida limited partnership

**VCG GENERAL PARTNER, INC.**, a Florida limited liability company

By: \_\_\_\_\_

Name: **JEFFREY I. SHERRIN**  
Title: President

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATION  
10 DEC 30 PM 3:18

**VCG INVESTMENTS LIMITED PARTNERSHIP**, a South Dakota limited partnership

**VCG GENERAL PARTNER LLC**, a South Dakota limited liability company

By: \_\_\_\_\_

Name: **JEFFREY I. SHERRIN**  
Title: Manager