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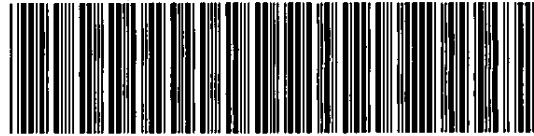
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TALLAHASSEE, FLORIDA



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 945504 3487A

AUTHORIZATION :

COST LIMIT : \$ 77.50

[Handwritten signature]

ORDER DATE : December 31, 2013

ORDER TIME : 10:09 AM

ORDER NO. : 945504-005

CUSTOMER NO: 3487A

ARTICLES OF MERGER

U.S. FUNDING GROUP, LLC

INTO

ROBASOTA REAL ESTATE, LTD.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY

CONTACT PERSON: Susie Knight

EXAMINER'S INITIALS: _____

**CERTIFICATE OF MERGER
OF
U.S. FUNDING GROUP, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
INTO
ROBASOTA REAL ESTATE, LTD.,
A FLORIDA LIMITED PARTNERSHIP**

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 320.2108, F.S. and Section 608.4382, F.S., U.S. Funding Group, LLC, a Florida limited liability company (the "Disappearing Entity"), and Robasota Real Estate, Ltd., a Florida limited partnership ("Surviving Entity") (the Surviving Entity and Disappearing Entity are hereinafter referred to as the "Constituent Entities"), adopt the following Certificate of Merger:

1. Name, Principal Office, Jurisdiction, and Type of Entity. The exact name, street address of its principal office, jurisdiction, and entity type for each merging entity are as follows:

a. Constituent Entities.

<i>Name and Address</i>	<i>Jurisdiction</i>	<i>Entity Type</i>	<i>Florida Document/ Registration Number</i>	<i>F.E.I. Number</i>
U.S. Funding Group, LLC 5379 Ocean Boulevard Sarasota, FL 34242	Florida	Limited Liability Company	L98000001086	65-0851073
Robasota Real Estate, Ltd. 5379 Ocean Boulevard Sarasota, FL 34242	Florida	Limited Partnership	A93000000711	65-0423062

b. Disappearing Entity.

<i>Name and Address</i>	<i>Jurisdiction</i>	<i>Entity Type</i>	<i>Florida Document/ Registration Number</i>	<i>F.E.I. Number</i>
U.S. Funding Group, LLC 5379 Ocean Boulevard Sarasota, FL 34242	Florida	Limited Liability Company	L98000001086	65-0851073

c. Surviving Entity.

<i>Name and Address</i>	<i>Jurisdiction</i>	<i>Entity Type</i>	<i>Florida Document/Registration Number</i>	<i>F.E.I. Number</i>
Robasota Real Estate, Ltd. 5379 Ocean Boulevard Sarasota, FL 34242	Florida	Limited Partnership	A93000000711	65-0423062

2. Name, Principal Office, Jurisdiction, and Type of Entity of Surviving Entity. The exact name, street address of its principal office, jurisdiction, and entity type of the Surviving Entity are as follows:

<i>Name and Address</i>	<i>Jurisdiction</i>	<i>Entity Type</i>	<i>Florida Document/Registration Number</i>	<i>F.E.I. Number</i>
Robasota Real Estate, Ltd. 5379 Ocean Boulevard Sarasota, FL 34242	Florida	Limited Partnership	A93000000711	65-0423062

3. Plan of Merger Requirements. The Plan of Merger, annexed hereto as Exhibit 3 and made a part hereof ("Plan of Merger"), meets the requirements of Section 608.438, F.S. and Section 620.2107, F.S., and was approved and executed by each of the Constituent Entities that is a party to the Plan of Merger in accordance with Chapter 608, F.S. and Chapter 620, F.S. (collectively the "Florida Statutes"). The Certificate of Merger and Plan of Meger were approved by unanimous consent of the: (a) members and managing members of the Disappearing Entity; and (b) general partners and limited partners of the Surviving Entity. Each Constituent Entity certifies that its participation in the Merger was duly authorized by the Florida Act.

4. Dissenters' Rights. The Surviving Entity agrees to pay the dissenting members of the Disappearing Entity that is a party to the Merger the amount, if any, to which they are entitled under the Florida Statutes.

5. Laws of All Applicable Jurisdictions. The Merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the articles or certificate of organization for any Constituent Entity that is a party to the Merger.

6. **Method of Accomplishing the Merger.** Pursuant to the Plan of Merger, all issued and outstanding membership interests of Disappearing Entity will be acquired by means of a merger of Disappearing Entity into Surviving Entity with Surviving Entity the surviving entity ("Merger").

7. **Compliance.** The Articles of Merger comply and were executed in accordance with the laws of each Constituent Entity's applicable jurisdiction. The Disappearing Entity is merged into the Surviving Entity pursuant to the Florida Statutes.

8. **Effective Date/Time.** The Merger shall become effective at 11:59 p.m. on the date of filing with the Secretary of State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed these Certificate of Merger as of December 30, 2013.

DISAPPEARING ENTITY:

U.S. Funding Group, LLC

By: Tamiami Management, L.C., Its Managing Member

By: 

Gordon Hester, a Managing Member

SURVIVING ENTITY:

Robasota Real Estate, Ltd.

By: Tamiami Management, L.C., Its General Partner

By: 

Gordon Hester, a Managing Member

EXHIBIT 3
PLAN OF MERGER

**PLAN OF MERGER
BY AND BETWEEN
U.S. FUNDING GROUP, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
AND
ROBASOTA REAL ESTATE, LTD.
A FLORIDA LIMITED PARTNERSHIP**

THIS PLAN OF MERGER ("Plan") is entered into as of December 30, 2013, between U.S. Funding Group, LLC, a Florida limited liability company (the "Disappearing Entity"), located at 5379 Ocean Boulevard, Sarasota, FL 34242, and Robasota Real Estate, Ltd., a Florida limited partnership (the "Surviving Entity"), located at 5379 Ocean Boulevard, Sarasota, FL 34242 (collectively the "Constituent Entities"). The following Plan of Merger, which was adopted and approved by each party to the merger in accordance with Section 620.2107, F.S. and Section 608.4381, F.S., is being submitted in accordance with Section 620.2107, F.S. and Section 608.438, F.S. ("Florida Statutes").

RECITALS

A. The Disappearing Entity, by the original Articles of Organization of said limited liability company filed in the Office of the Secretary of State of Florida, presently has issued and outstanding one hundred (100) membership interest units.

B. The Surviving Entity, by the original Certificate of Limited Partnership of said limited partnership, filed in the Office of the Secretary of State of Florida, presently has issued and outstanding one (1) general partner interest and ninety-nine (99) limited partner interests.

C. The Managing Members and Members of the Disappearing Entity and the General Partners and Limited Partners of the Surviving Entity deem it advisable that the Disappearing Entity be merged into the Surviving Entity, under and pursuant to the provisions of this Plan of Merger ("Plan") and in accordance with the applicable Florida Statutes ("Merger").

NOW, THEREFORE, in consideration of the premises and the covenants herein contained, the Constituent Entities hereby agree, pursuant to the applicable laws of the State of Florida, that the Disappearing Entity shall be, and it hereby is, as of the Effective Date of the Merger, merged into the Surviving Entity; and, that the terms and conditions of the Merger and the mode of carrying the same into effect are, and shall be as follows:

1. **Recitals.** The foregoing Recitals are hereby ratified and confirmed, are true, correct and complete and are hereby incorporated herein.

2. **Name and Jurisdiction of the Constituent Entities.**

a. Disappearing Entity.

<i>Name</i>	<i>Jurisdiction</i>	<i>Entity Type</i>	<i>Florida Document/Registration Number</i>	<i>F.E.I. Number</i>
U.S. Funding Group, LLC	Florida	Limited Liability Company	L98000001086	65-0851073

b. Surviving Entity.

<i>Name</i>	<i>Jurisdiction</i>	<i>Entity Type</i>	<i>Florida Document/Registration Number</i>	<i>F.E.I. Number</i>
Robasota Real Estate, Ltd.	Florida	Limited Partnership	A93000000711	65-0423062

3. **Merger; Effectiveness.** The name of the Surviving Entity shall be Robasota Real Estate, Ltd. and shall be governed by the laws of the State of Florida. The purposes, powers and objects, identity, existence, privileges, franchises and immunities of the Surviving Entity are as described in the Surviving Entity's Certificate of Limited Partnership from and after the Effective Date of the Merger; and, the identity, existence, property, assets, rights, privileges, powers, franchises and immunities of the Disappearing Entity shall be merged with and into the Surviving Entity and the Surviving Entity shall be fully vested therewith. As of the Effective Date of the Merger, the separate existence of the company organization of the Disappearing Entity, except insofar as it may be continued by statute, shall cease, pursuant to the laws of the State of Florida. The Merger shall become effective at 11:59 p.m. on the date of filing with the Secretary of State of Florida ("Effective Date"). The Certificate of Limited Partnership of the Surviving Entity on the Effective Date shall remain the Certificate of Limited Partnership of the Surviving Entity until altered, amended or revoked.

4. **Limited Partnership Agreement.** The Limited Partnership Agreement of the Surviving Entity in effect as the Effective Date of the Merger shall be the Limited Partnership Agreement of the Surviving Entity until altered, amended or repealed as provided therein.

5. **General Partners and Limited Partners.** The General Partners and Limited Partners of the Surviving entity in office at the Effective Date of the Merger shall be and remain the General Partners and Limited Partners of the Surviving Entity and shall hold such offices in accordance with and subject to the Certificate of Limited Partnership and the Limited Partnership Agreement of the Surviving Entity, as in effect on the Effective Date of the Merger.

6. **Management.** The name and business address of the General Partner for the Surviving Entity is:

<u>Name</u>	<u>Address</u>
Tamiami Management, L.C. Gordon D. Hester, a Managing Member	5379 Ocean Boulevard Sarasota, FL 34242

7. **Distribution to Members and Partners of the Constituent Entities.** The manner and basis of making distribution to the Members and Partners of the Constituent Entities, and the extinguishment or substitution for their membership interests, as the case may be, shall be as follows:

The Members of the Disappearing Entity shall surrender their membership interests in the Disappearing Entity to the Surviving Entity prior to the Effective Date of the Merger. Upon surrender to the Surviving Entity of the membership interests of the Disappearing Entity, said membership interests shall be cancelled. As the Members of the Disappearing Entity and the Partners of the Surviving Entity are the only owners of both the Surviving Entity and the Disappearing Entity and own the same percentage of the issued and outstanding partnership interests and membership interests of both the Surviving Entity and the Disappearing Entity, no additional partnership interest of the Surviving Entity will be issued in exchange for the membership interests of the Disappearing Entity so surrendered and cancelled, and subsequent to the Effective Date of the Merger, the partners of the Surviving Entity will continue as the only partners of the Surviving Entity.

8. **Satisfaction of Rights of Disappearing Entity Members.** All partnership interests of the Surviving Entity, into which membership interests of the Disappearing Entity shall have been or would have been converted and become exchangeable for under this Agreement, shall be deemed to have been paid in full satisfaction of such converted membership interests.

9. **Fractional Partnership Interests.** Fractional partnership interests of the Surviving Entity will not be issued. Any partner who shall be entitled to a fractional share greater than one-half ($\frac{1}{2}$) shall be entitled to one (1) additional partnership interest, and any partner who shall be entitled to a fractional share equal to less than one-half ($\frac{1}{2}$) shall not receive any additional partnership interests.

10. **Effect of Merger.**

a. On the Effective Date of the Merger, the Surviving Entity shall possess, all and singular, the rights, privileges, immunities, powers and franchises of a public, as well as of a private nature, and be subject to all the restrictions, disabilities and duties of the Constituent Entities, and all property, real, personal and mixed, of each of the Constituent Entities and all debts due either of the Constituent Entities on whatever account, as well as for partnership interest or membership interest subscriptions and all other things in action or belonging to each of the Constituent Entities, shall be vested in the Surviving Entity; and, all property, rights, privileges, powers and franchises,

and all and every other interest shall be, thereafter, as effectually the property of the Surviving Entity as they were of the several and respective Constituent Entities, and the title to any real estate vested by deed or otherwise in either of the Constituent Entities shall not revert or be in any way impaired by reason of the Merger; provided, however, that all rights of creditors and all liens upon any property of either of the Constituent Entities shall be preserved unimpaired, and all debts, liabilities and duties of the Constituent Entities shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Entity. The Surviving Entity may record a certified copy of the Articles of Merger in any county in which a Constituent Entity holds an interest in real property.

b. If, at any time after the Effective Date of the Merger, the Surviving Entity shall consider it to be advisable that any further conveyances, agreements, documents, instruments and assurances of law or any other things are necessary or desirable to vest, perfect, confirm or record in the Surviving Entity the title to any property, rights, privileges, powers and franchises of the Disappearing Entity or otherwise carry out the provisions of this Agreement, the proper Members and Managing Members of the Disappearing Entity last in office shall execute and deliver, upon the Surviving Entity's request, any and all proper conveyances, agreements, documents, instruments and assurances of law, and do all things necessary or proper to vest, perfect or confirm title to such property, rights, privileges, powers and franchises in the Surviving Entity, and otherwise to carry out the provisions of this Agreement.

11. Filing with the Florida Secretary of State. The Disappearing Entity and the Surviving Entity shall cause their respective Managing Member, Members, General Partners, Limited Partners, President and/or other duly designated officer to execute and file Articles of Merger and/or any similar document ("Articles of Merger") in the form required by the Florida Statutes, and upon the execution of this Agreement, shall be deemed incorporated by reference into the Certificate of Merger as if fully set forth in such Certificate of Merger and shall become an exhibit to such Certificate of Merger. Thereafter, such Certificate of Merger shall be delivered for filing by the Surviving Entity to the Florida Secretary of State in accordance with the Florida Statutes effective on the Effective Date of the Merger.

12. Termination; Abandonment. Notwithstanding the provisions hereof, this Agreement may be terminated and the Merger abandoned at any time prior to the Effective Date of the Merger as follows:

a. by mutual consent of the Members and Managing Members of the Disappearing Entity or by the General Partners and Limited Partners of the Surviving Entity; and

b. by either the Members and Managing Members of the Disappearing Entity or by the General Partners and Limited Partners of the Surviving Entity if the Merger shall not have been effected on or before the Effective Date of the Merger.

In the event of termination of this Agreement and abandonment of the Merger as aforesaid, pursuant to this Section, written notice thereof forthwith shall be given by such Constituent Entity

to the other and thereupon this Agreement and the Merger shall become void and of no effect, without any liability on the part of either of the Constituent Entities or their respective Officers, Managing Members, Members, General Partners and Limited Partners.

13. Amendment and Waiver. Either Constituent Entity, may, at any time prior to the Effective Date of the Merger, by appropriate action taken and duly authorized in accordance with applicable law, waive any of the terms or conditions of this Agreement or agree to an amendment or modification of this Agreement by an agreement, in writing, executed in the same manner (but not necessarily by the same persons) as this Agreement; provided, however, that after a favorable vote by the Members and the Partners, as the case may be, of a party hereto, any such action shall be taken by that party only if, in the opinion of its Officers or Managing Members or General Partner Limited Partners, as the case may be, so acting, such amendment or modification will not have a material and adverse effect on the benefits intended under this Agreement for the Members and Partners, as the case may be, of such party and will not require re-solicitation of any proxies of such Members and Partners.

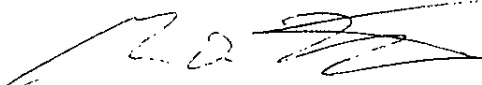
14. Counterparts. For the convenience of the parties and to facilitate any required filing, this Agreement may be executed in one or more counterparts (including by means of facsimile or electronically transmitted signature pages), each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, each Constituent Entity has caused this Agreement to be executed by its appropriate duly authorized officer as of the date set forth above.

SURVIVING ENTITY:

Robasota Real Estate, Ltd.


By: Tamiami Management, L.C., Its General Partner

By: 
Gordon D. Hester, a Managing Member

DISAPPEARING ENTITY:

U.S. Funding Group, LLC

By: Tamiami Management, L.C., Its Managing Member

By: 
Gordon D. Hester, a Managing Member