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TO: DIVISION OF CORPORATIONS FAX #: (850)922-4000
FROM: DEAN, MEAD, EGERTON, BLOODWORTH, CAPOUANO & ACCT#: 076077001702
CONTACT: MARY F FENDLE
PHONE: (407)841-1200 FAX #: (407)423-1831

NAME: VP Gainesville South, LLC
AUDIT NUMBER.....H12000162933
DOC TYPE.....MERGER OR SHARE EXCHANGE
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FILED
Jun 19, 2012 08:00 AM
Secretary of State

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Jun 19, 2012 08:00 AM
Secretary of State

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>
VP Income Properties, 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>
VP Gainesville South, LLC	Florida	limited liability company

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.

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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:

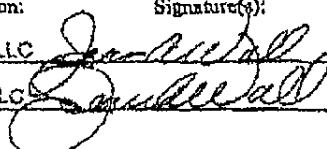
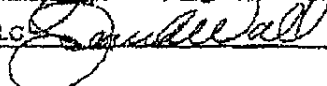
Street address: _____

Mailing address: _____

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b.1 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:
VP Income Properties, LLC		Jean A. Wall
VP Gainesville South, LLC		Jean A. Wall

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

Fee: 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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FILED
Jun 19, 2012 08:00 AM
Secretary of State

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "**Plan of Merger**") is made and entered into this 6th day of June, 2012, by and between VP INCOME PROPERTIES, LLC, a Florida limited liability company (the "**Merging LLC**"), and VP GAINESVILLE SOUTH, LLC, a Florida limited liability company (the "**Surviving LLC**").

RECITALS

WHEREAS, the Members of the Merging LLC have resolved that the Merging LLC shall be merged, pursuant to Section 608.438 and Sections 608.4381-608.4383 of the Florida Limited Liability Company Act, with and into the Surviving LLC.

WHEREAS, the Members of the Surviving LLC have resolved that the Merging LLC shall be merged, pursuant to Section 608.438 and Sections 608.4381-608.4383 of the Florida Limited Liability Company Act, with and into the Surviving LLC.

NOW THEREFORE, in consideration of the premises and the mutual agreements, provisions and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree with the following terms and conditions:

1. **Recitals.** The recitals set forth in the "Whereas" clauses above are true and correct and are hereby incorporated herein by reference.
2. **Merger.** The Members of the Merging LLC and the Members of the Surviving LLC hereby agree that the Merging LLC, at the Effective Date (as hereinafter defined), shall be merged with and into the Surviving LLC (the "**Merger**").
3. **Effects of Merger.**

3.1 **Certain Effects of Merger.** On the Effective Date, the separate existence of the Merging LLC shall cease and the Merging LLC shall be merged with and into the Surviving LLC which, as the surviving entity, shall possess all the rights, privileges, powers and franchises of a public as well as private nature, and shall be subject to all restrictions, disabilities and duties of the Merging LLC and all and singular, the rights, privileges, powers and franchises of the Merging LLC, and all property, real, personal and mixed, and all debts due to the Merging LLC on whatever account, and all other things in action or belonging to the Merging LLC shall be vested in the Surviving LLC, and all property, rights, privileges, powers and franchises and all and every other interest shall hereafter effectually be the property of the Surviving LLC as they were of the Merging LLC, and the title to any real estate vested by deed or otherwise under the laws of Florida or any other jurisdiction in the Merging LLC shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of the Merging LLC shall be preserved unimpaired, and all debts, liabilities and duties of the Merging LLC shall thenceforth

attach to the Surviving LLC and may be enforced against the Surviving LLC to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving LLC. At any time, or from time to time, after the Effective Date, the members of the Surviving LLC may, in the name of the Merging LLC, execute and deliver all such properties, assignments and other instruments and take or cause to be taken all such further or other action as the Surviving LLC may deem necessary or desirable in order to vest, perfect or confirm in the Surviving LLC title to and possession of all of the Merging LLC's property rights, privileges, powers, franchises, immunities and interests and otherwise to carry out the purpose of this Plan of Merger.

4. Name of Surviving Entity; Articles of Organization; Operating Agreement.

4.1 Name of Surviving LLC. The name of the Surviving LLC from and after the Effective Date shall be VP Gainesville south, LLC.

4.2 Articles of Organization. The Articles of Organization of the Surviving LLC, as in effect on the date hereof, shall from and after the Effective Date continue to be the Articles of Organization of the Surviving LLC, until changed or amended as provided by law.

4.3 Operating Agreement. The Operating Agreement of the Surviving LLC, shall, from and after the Effective Date, be the Operating Agreement of the Surviving LLC until further amended in accordance with the terms thereof.

5. Status and Conversion of Membership Interests. The manner and basis of converting the membership interests of the Merging LLC into membership interests of the Surviving LLC which the members of the Merging LLC are to receive in exchange for such membership interests are as follows:

5.1 Membership Interests of Merging LLC and Surviving LLC. By virtue of the mutual identity of the members of, and their ownership interests in, the Merging LLC and the Surviving LLC, at the Effective Date of the Merger all of the membership interests held by the members in the Merging LLC immediately before the Effective Date, without any action on the part of the holder thereof, shall be extinguished and no additional membership interests of the Surviving LLC will be issued to the members of the Merging LLC as a result of the Merger.

6. Miscellaneous.

6.1 Termination. This Plan of Merger may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger and whether before or after approval of this Plan of Merger by the members of the Merging LLC or the members of the Surviving LLC, if members of the Merging LLC or the members of the Surviving LLC duly adopt a resolution abandoning this Agreement and Plan of Merger.

6.2 Counterparts. For the convenience of the parties hereto and to facilitate the filing of this Plan of Merger, any number of counterparts hereof may be executed and each such counterpart shall be deemed to be an original instrument.

6.3 Effective Date. The Effective Date of the Merger shall be as of the date of filing of the Articles of Merger with the Secretary of State of the State of Florida.

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IN WITNESS WHEREOF, this Plan of Merger has been executed by the parties hereto as of the date first above written.

Witnesses:

MERGING LLC:

VP INCOME PROPERTIES, LLC

Patricia Garrett
Witness

Joseph A. Wolf
By: Joseph A. Wolf, Manager

SURVIVING LLC:

VP GAINESVILLE SOUTH, LLC

Patricia Garrett
Witness

Joseph A. Wolf
By: Joseph A. Wolf, Manager

Manager

The undersigned, being the members of the Merging LLC and the Surviving LLC, hereby join in this Plan of Merger to signify their agreement to the foregoing.

Joseph A. Wolf
Joseph A. Wolf
Roger R. Wolf
Roger R. Wolf