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*Merger*

R. WHITE

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FILED  
2018 DEC 28 PM 2:20  
SECRETARY OF STATE  
TALLAHASSEE, FL

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155 Office Plaza Dr Ste A Tallahassee FL 32301  
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**DATE: 12/28/18**

**NAME: CHPC LEESBURG SILVER POINTE, LTD**

**TYPE OF FILING: MERGER**

**COST: 102.50**

**RETURN: PLAIN COPY PLEASE**

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**ACCOUNT: FCA000000015**

**AUTHORIZATION: ABBIE/PAUL HODGE**

*Abbie Hodge*

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**FILED**

**ARTICLES OF MERGER**

2018 DEC 28 PM 2:17

**OF**

SECRETARY OF STATE  
TALLAHASSEE, FL

**CHPC LEESBURG SILVER POINTE, LTD.**  
(a Florida limited partnership)

**-and-**

**CHPC LEESBURG SILVER POINTE, LLC**  
(a Florida limited liability company)

**WITH AND INTO**

**CHPF SILVER POINT, LLC**  
(a Florida limited liability company)

The following Articles of Merger are submitted to merge the following Florida limited liability companies and Florida limited partnership in accordance with Section 605.1025, Florida Statutes and Section 620.2108, Florida Statutes:

1. The exact name, form/entity type, and jurisdiction for each merging party are as follows: **CHPC LEESBURG SILVER POINTE, LTD.**, a Florida limited partnership (the "First Disappearing Entity"), **CHPC LEESBURG SILVER POINTE, LLC**, a Florida limited liability company (the "Second Disappearing Entity", and together with the First Disappearing Entity, the "Disappearing Entities") and **CHPF SILVER POINT, LLC**, a Florida limited liability company (the "Surviving Entity").

2. Pursuant to the agreement and plan of merger (the "Agreement and Plan of Merger"), dated effective as of December 28, 2018, the Disappearing Entities will merge with and into the Surviving Entity.

3. The Agreement and Plan of Merger was (i) approved and adopted by the member of the Surviving Entity by written consent on December 28, 2018; (ii) approved by the partners of the First Disappearing Entity by written consent on December 28, 2018; and (iii) approved by the member of the Second Disappearing Entity by written consent on December 28, 2018. The Plan of Merger has been approved in accordance with the applicable provisions of Florida law.

4. The Articles of Organization of the Surviving Entity as now in force and effect shall remain in force and effect until changed, altered or amended as therein provided and in the manner prescribed by the relevant provisions of Florida law.

5. The merger shall become effective as of 12:01 a.m. on December 31, 2018.

6. The Members and/or Partners of the Disappearing Entities waive any and all appraisal rights that may be available to them under law or equity.

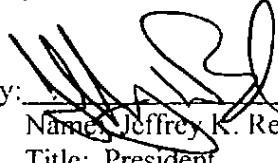
IN WITNESS WHEREOF, the parties hereto have duly executed these Articles of Merger, as of the day and year first written above.

**FIRST DISAPPEARING ENTITY:**

**CHPC LEESBURG SILVER POINTE, LTD.**, a Florida limited partnership

By: CHPC Leesburg Silver Pointe, LLC, a Florida limited liability company, its general partner

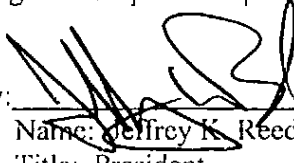
By: Community Housing Partners Corporation, a Virginia non-profit corporation

By:  PRES  
Name: Jeffrey K. Reed  
Title: President

**SECOND DISAPPEARING ENTITY:**

**CHPC LEESBURG SILVER POINTE, LLC**, a Florida limited liability company

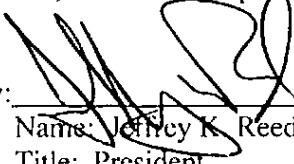
By: Community Housing Partners Corporation, a Virginia non-profit corporation

By:  PRES.  
Name: Jeffrey K. Reed  
Title: President

**SURVIVING ENTITY:**

**CHPF SILVER POINT LLC**, a Florida limited liability company

By: Community Housing Partners Corporation of Florida, a Florida non-profit corporation

By:  PRES  
Name: Jeffrey K. Reed  
Title: President

[SIGNATURE PAGE TO ARTICLES OF MERGER]

**AGREEMENT AND PLAN OF MERGER**

**OF**

**CHPC LEESBURG SILVER POINTE, LTD.**  
**(a Florida limited partnership)**

**-and-**

**CHPC LEESBURG SILVER POINTE, LLC**  
**(a Florida limited liability company)**

**WITH AND INTO**

**CHPF SILVER POINT, LLC**  
**(a Florida limited liability company)**

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is entered into and effective as of the 28<sup>th</sup> day of December, 2018, by and between **CHPC LEESBURG SILVER POINTE, LTD.**, a Florida limited partnership (the "First Disappearing Entity"), **CHPC LEESBURG SILVER POINTE, LLC**, a Florida limited liability company (the "Second Disappearing Entity", and together with the First Disappearing Entity, the "Disappearing Entities") and **CHPF SILVER POINT LLC**, a Florida limited liability company (the "Surviving Entity").

**BACKGROUND**

**WHEREAS**, the member and/or partners of the Disappearing Entities and the member of the Surviving Entity have determined that the transactions described herein are in the best interests of the parties and have approved the transactions described herein.

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

**PLAN OF MERGER**

1. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the provisions of Chapter 605, Florida Statutes, and Chapter 620, Florida Statutes, at the Effective Time (as defined below) of the merger, the Disappearing Entities shall be merged with and into the Surviving Entity (the "Merger"). As a result of the Merger, the separate existence of the Disappearing Entities shall thereupon cease and the Surviving Entity shall continue as the surviving entity of the Merger. The Disappearing Entities and the Surviving Entity are collectively referred to as the "Constituent Entities".

2. The Merger shall become effective at 12:01 a.m. on December 31, 2018 (the "Effective Time").

3. The Articles of Organization of the Surviving Entity as in effect at the Effective Time of the Merger shall be the Articles of Organization of the Surviving Entity after the Effective Time.

4. At the Effective Time, by virtue of the Merger and without any action on the part of the members, officers, or managers, of the Constituent Entities, the membership and/or partnership interests of the Disappearing Entities immediately prior to the Effective Time will be automatically cancelled and the Surviving Entity will not issue membership interests/units.

5. The Surviving Entity shall possess and retain every interest in all assets and property of every description. The rights, privileges, immunities, powers, franchises and authority, of a public as well as private nature, of each of the Constituent Entities shall be vested in the Surviving Entity without further act or deed. The title to and any interest in all real estate vested in either of the Constituent Entities shall not revert or in any way be impaired by reason of the Merger.

6. All obligations belonging to or due to each of the Constituent Entities shall be vested in the Surviving Entity without further act or deed, and the Surviving Entity shall be liable for all of the obligations of each of the Constituent Entities existing as of the Effective Time.

7. Anything herein to the contrary notwithstanding, this Agreement and Plan of Merger may be terminated and the Merger may be abandoned at any time prior to the Effective Time by mutual agreement evidenced by resolutions of the Members of the parties hereto. If the Articles have been filed prior to the abandonment, either party hereto may execute and file an appropriate certificate of abandonment of the Merger with the Department of State of Florida, as applicable.

8. This Agreement may not be amended or supplemented, except by a writing executed by all of the parties hereto or by the party against which enforcement is sought.

9. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

10. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, without resort to choice of law principles.

[SIGNATURE PAGE TO FOLLOW]


**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the day and year first written above.

**FIRST DISAPPEARING ENTITY:**

**CHPC LEESBURG SILVER POINTE, LTD.**, a Florida limited partnership

By: CHPC Leesburg Silver Pointe, LLC, a Florida limited liability company, its general partner


By: Community Housing Partners Corporation, a Virginia non-profit corporation

By:   
Name: Jeffrey K. Reed  
Title: President

**SECOND DISAPPEARING ENTITY:**

**CHPC LEESBURG SILVER POINTE, LLC**, a Florida limited liability company

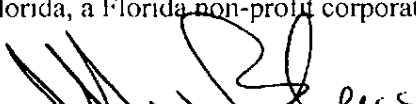
By: Community Housing Partners Corporation, a Virginia non-profit corporation

By:   
Name: Jeffrey K. Reed  
Title: President

**SURVIVING ENTITY:**

**CHPF SILVER POINT, LLC**, a Florida limited liability company

By: Community Housing Partners Corporation of Florida, a Florida non-profit corporation

By:   
Name: Jeffrey K. Reed  
Title: President

[SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER]