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(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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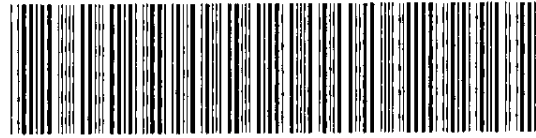
(Business Entity Name)

(Document Number)

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1/1/11

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SECRETARY OF STATE  
DIVISION OF CORPORATIONS

N. Culligan JAN 3 - 2011

CUMMINGS & LOCKWOOD LLC



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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.

## **ARTICLES OF MERGER**

The following articles of merger are being submitted in accordance with section 607.1109, 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 GENERAL PARTNER, INC.</b> 4925 West Leitner Drive Coral Springs, Florida 33067	Florida	Corporation

Florida Document Number: P09000018668

**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 GENERAL PARTNER LLC</b> 431 North Phillips Avenue, Suite 301 Sioux Falls, South Dakota 57104	South Dakota	LLC

South Dakota Corporate ID: DL023112

**THIRD:** The attached agreement and plan of merger meets the requirements of section 607.1101, Florida Statutes, and was approved by both the domestic corporation and the foreign limited liability company that are parties to the merger in accordance with Chapter 607, Florida Statutes.

**FOURTH:** The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the articles of incorporation or bylaws of any domestic corporation or articles of organization or operating agreement of any foreign limited liability company that is a party to the merger.

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

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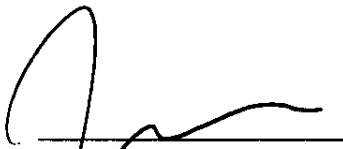

**SIXTH:** The articles of merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

**SEVENTH:** The principal address of the surviving party is 431 North Phillips Avenue, Suite 301, Sioux Falls, South Dakota 57104.

**EIGHTH:** The surviving party is deemed to have appointed the Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is a party to the merger.

**NINTH:** The surviving party has agreed to promptly pay to the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under section 607.1302, Florida Statutes.

**TENTH:** Signatures for Each Party:

<u>Name of Entity</u>	<u>Signature(s)</u>	<u>Typed Name of Individual</u>
<b>VCG GENERAL PARTNER, INC., a Florida corporation</b>		Jeffrey I. Sherrin President
<b>VCG GENERAL PARTNER LLC, a South Dakota limited liability company</b>		Jeffrey I. Sherrin Manager

## **PLAN OF MERGER**

This **PLAN OF MERGER** (this "**Agreement**") is effective as of the 22<sup>nd</sup> day of December, 2010, by and between **VCG GENERAL PARTNER, INC.**, a Florida corporation (the "**Corporation**") and **VCG GENERAL PARTNER LLC**, a South Dakota limited liability company (the "**LLC**"). The Corporation and the LLC are sometimes referred to herein as the "**CONSTITUENT COMPANIES**."

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

**WHEREAS**, the directors and the shareholders of the Corporation and the manager and members of the LLC have determined that it is advisable that the Corporation be merged with and into the LLC and have approved the merger on the terms and conditions hereinafter set forth in accordance with the applicable provisions of the laws of the states of Florida and 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 Corporation shall merge with and into the LLC (the "**Merger**") and the LLC shall continue as the surviving company (the "**Surviving Company**"), 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 Florida Business Corporation Act (the "**FL Act**") and the South Dakota Limited Liability Company Act (the "**LLC Act**") (the FL Act and the LLC 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 LLC shall become the Surviving Company, and the separate existence of the Corporation shall cease, except to the extent provided by the Acts in the case of a corporation after its merger with and into a limited liability company;

(b) The Surviving Company shall possess all of the rights, privileges and powers, public and private, of each of the Constituent Companies, and all property, real, personal and mixed, and all debts due to any Constituent Company on whatever account. All interests of, belonging or due to, either of the Constituent Companies shall thereupon be deemed to be transferred to and vested in the Surviving Company without act or deed and no title to any real estate or any interest therein vested in

either of the Constituent Companies shall revert or be in any way impaired by reason of the Merger;

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

(d) The name and address of the Manager of the Surviving Company is **JEFFREY I. SHERRIN**, 431 North Phillips Avenue, Suite 301, Sioux Falls, South Dakota 57104.

## **ARTICLE II. ARTICLES OF ORGANIZATION AND ARTICLES OF INCORPORATION OPERATING AGREEMENT AND BY-LAWS**

Section 2.1. Articles of Organization and Articles of Incorporation. The articles of organization of the LLC, as in effect immediately prior to the Effective Date, shall be the articles of organization of the Surviving Company from and after the Effective Date. Such articles of organization shall continue in effect until amended, restated or repealed in accordance with applicable law and the articles of organization of the Surviving Company. The articles of incorporation of the Corporation shall terminate and be of no force or effect as of the Effective Date.

Section 2.2. Operating Agreement and By-Laws. The operating agreement of the LLC, as in effect immediately prior to the Effective Date, shall be the operating agreement of the Surviving Company from and after the Effective Date. Such operating agreement shall continue in effect until amended, restated or repealed in accordance with applicable law, the articles of organization and the operating agreement of the Surviving Company. The by-laws of the Corporation shall terminate and be of no force or effect as of the Effective Date.

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

As of the Effective Date, pursuant to this Agreement and without any action on the part of any shareholder of the Corporation or member of the LLC, all of the issued and outstanding shares of the Corporation shall be converted into membership interests in the same percentage of ownership interests held in the LLC.

**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 articles of merger shall be executed and filed with the Florida Department of State and the South Dakota Secretary of State in accordance with the Acts; and
- (ii) the Constituent Companies 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 directors of the Corporation or by the manager of the LLC, notwithstanding approval of this Agreement by the directors or shareholders of the Corporation or the manager or members of the LLC. 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 Companies, or any of the shareholders or members of the Constituent Companies.

Section 5.2. Amendment. This Agreement may be amended, modified or supplemented by the directors of the Corporation or the manager of the LLC at any time prior to the Effective Date; provided that an amendment made following approval of this Agreement by the directors of the Corporation or the manager of the LLC shall not (i) alter or change the amount or kind of membership interests to be received, (ii) alter or change any term of the articles of organization of the Surviving Company 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 shareholders of the Corporation or the members of the LLC.

**ARTICLE VI.  
MISCELLANEOUS**

Section 6.1. Further Assurances. If, at any time after the Effective Date, the Surviving Company 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 Company 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 Companies, the manager of the Surviving Company shall be authorized to execute and deliver, in the name and on behalf of any Constituent Company or otherwise, all such documentation, and to take and do, in the name and on behalf of any Constituent Company 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 GENERAL PARTNER, INC., a**  
Florida corporation

By: 

Name: **JEFFREY I. SHERRIN**

Title: President

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

By: 

Name: **JEFFREY I. SHERRIN**

Title: Manager

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