

A95000001960

Document Number Only

CT Corporation System
660 East Jefferson Street
Tallahassee, FL 32301
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DATE: 12/11

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***157.50 ***157.50

Corporation(s) Name

Melrose Apartments of Gainesville, Ltd.
Merging Into
Melrose Apartments of Gainesville Two, Ltd.

<input type="checkbox"/> Profit	<input type="checkbox"/> Amendment	<input checked="" type="checkbox"/> Merger
<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Dissolution	<input type="checkbox"/> Mark
<input type="checkbox"/> Foreign	<input type="checkbox"/> Withdrawal	<input type="checkbox"/> Other
<input type="checkbox"/> LLC	<input type="checkbox"/> UBR	<input type="checkbox"/> Ch RA
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Fictitious Name	
<input type="checkbox"/> Reinstatement		
<input type="checkbox"/> UCC <input type="checkbox"/> 1 or <input type="checkbox"/> 3		

***Special Instructions**

<input checked="" type="checkbox"/> Certified Copy	<input type="checkbox"/> Photocopies	<input type="checkbox"/> CUS
<input type="checkbox"/> Arts/amends/mergers <input type="checkbox"/> Other-See Above		
<input checked="" type="checkbox"/> Walk in	<input checked="" type="checkbox"/> Pick-up	<input type="checkbox"/> Will Wait

File 1st
LP- 105.00
CERT 52.50

Please Return Filed Stamped
Copies To:

Jeffrey Butterfield

Thank You!

Bye 12/11

ARTICLES OF MERGER
Merger Sheet

FILED
00 DEC 11 PM 3:40
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MERGING:

MELROSE APARTMENTS OF GAINESVILLE, LTD., ^{A93000001325}~~(A95000001960)~~, A
FLORIDA LIMITED PARTNERSHIP

INTO

MELROSE APARTMENTS OF GAINESVILLE TWO, LTD., a Florida entity,
A95000001960

File date: December 11, 2000

Corporate Specialist: Buck Kohr

**ARTICLES OF MERGER
OF
MELROSE APARTMENTS OF GAINESVILLE, LTD.
WITH AND INTO
MELROSE APARTMENTS OF GAINESVILLE TWO, LTD.**

Pursuant to the provisions of Sections 620.201 and 620.203 of the Florida Revised Uniform Limited Partnership Act (1986) (the "Act"), the undersigned enter into these Articles of Merger by which Melrose Apartments of Gainesville, Ltd., a Florida limited partnership, shall be merged with and into Melrose Apartments of Gainesville Two, Ltd., a Florida limited partnership, and Melrose Apartments of Gainesville Two, Ltd. shall be the surviving business entity in accordance with a Plan of Merger (the "Plan"), adopted pursuant to Section 620.202 of the Act. The undersigned hereby certify as follows:

FIRST, a copy of the Plan is attached hereto and made a part hereof.

SECOND, the merger shall become effective at the close of business on the date on which these Articles of Merger are filed with the Florida Department of State.

THIRD, the Plan was adopted on December 8, 2000, pursuant to Sections 620.202 and 620.203 of the Act, by the written consent of Integroup Gainesville 1, LLC, a Florida limited liability company, as the sole general partner of Melrose Apartments of Gainesville, Ltd. (the "Merging Partnership"), and the limited partners of the Merging Partnership, in accordance with the provisions of the Merging Partnership's Agreement of Limited Partnership and applicable laws of the State of Florida.

FOURTH, the Plan was adopted on December 8, 2000, pursuant to Sections 620.202 and 620.203 of the Partnership Act, by written consent of Integroup Gainesville 2, LLC, a Florida limited liability company, as the sole general partner of Melrose Apartments of Gainesville Two, Ltd. (the "Surviving Partnership"), and the limited partners of the Surviving Partnership, in accordance with the provisions of the Surviving Partnership's Agreement of Limited Partnership and applicable laws of the State of Florida.

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

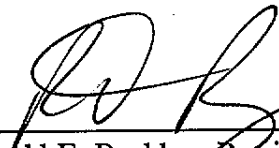
IN WITNESS WHEREOF, these Articles of Merger have been executed by Melrose Apartments of Gainesville, Ltd., as the merging limited partnership, and by Melrose Apartments of Gainesville Two, Ltd., as the surviving limited partnership, this 18th day of December, 2000.

"MERGING PARTNERSHIP"

MELROSE APARTMENTS OF GAINESVILLE, LTD., a Florida limited partnership

By: INTEGROU GAINESVILLE 1, LLC,
a Florida limited liability company, as sole
general partner

By: INTEGROU REALTY TRUST,
Maryland real estate investment trust, as
sole and managing member

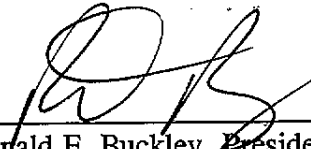
By: 
Ronald F. Buckley, President and
Chairman

"SURVIVING PARTNERSHIP"

MELROSE APARTMENTS OF GAINESVILLE TWO, LTD., a Florida limited partnership

By: INTEGROU GAINESVILLE 2, LLC,
a Florida limited liability company, as sole
general partner

By: INTEGROU REALTY TRUST, a
Maryland real estate investment trust, as
sole and managing member

By: 
Ronald F. Buckley, President and
Chairman

PLAN OF MERGER

This Plan of Merger, dated as of December 8, 2000 (the "Plan"), provides for the merger of MELROSE APARTMENTS OF GAINESVILLE, LTD., a Florida limited partnership (the "Merging Partnership"), with and into MELROSE APARTMENTS OF GAINESVILLE TWO, LTD., a Florida limited partnership (the "Surviving Partnership"), as follows:

Section 1

Terms

1.1 On the Effective Date of the Merger (as hereinafter defined), the Merging Partnership shall be merged with and into the Surviving Partnership, with the Surviving Partnership as the surviving business entity.

1.2 Upon the Effective Date of the Merger, each partnership interest in the Merging Partnership shall be canceled and/or converted as follows:

(a) Integroup Gainesville 1, LLC is the sole general partner of the Merging Partnership. Accordingly all of the partnership interests of Integroup Gainesville 1, LLC, as general partner of the Merging Partnership immediately prior to the Effective Date of the Merger shall be canceled;

(b) The partnership interests of each limited partner of the Merging Partnership immediately prior to the Effective Date of the Merger shall be canceled.

The partners of the Surviving Partnership shall continue to hold, upon the Effective Date of the Merger, the same percentage interest in the Surviving Partnership, including its Net Profits, Net Losses, Net Cash Flow and Net Cash Proceeds, as they hold immediately prior to the Effective Date of the Merger.

1.3 The Certificate of Limited Partnership and the partnership agreement of the Surviving Partnership in effect immediately prior to the time the merger becomes effective shall be the Certificate of Limited Partnership and the partnership agreement of the Surviving Partnership.

Section 2

Effective Date

2.1 The merger shall become effective on the time and date specified in the Articles of Merger filed with the Secretary of State of the State of Florida, herein sometimes referred to as the "Effective Date of the Merger."

Section 3
Effect of Merger

3.1 On the Effective Date of the Merger, the effect of the merger shall be as provided in the applicable provisions of the Florida Revised Uniform Limited Partnership Act (1986) (the "Act"). Without limiting the generality of such provisions, on the Effective Date of the Merger, the Surviving Partnership shall thereupon and thereafter possess all of the rights, privileges, immunities, franchises, and powers of the Merging Partnership, and all property, real, personal and mixed, and all debts due to the Merging Partnership, as well as all other choses in action, and each and every other interest of or belonging to or due to the Merging Partnership shall be taken and deemed to be transferred to and invested in the Surviving Partnership without further act or deed; and the title to any real estate, or any interest therein, vested in the Merging Partnership shall not revert or be in any way impaired by reason of the Merger.

3.2 On the Effective Date of the Merger, the Surviving Partnership shall thereupon and thereafter be responsible and liable for all the liabilities and obligations of the Merging Partnership, and any claim existing or action or proceeding pending by or against the Merging Partnership may be prosecuted as if the Merger had not taken place, or the Surviving Partnership may be substituted in its place. Neither the rights of creditors nor any liens upon the property of the Merging Partnership shall be impaired by the Merger.

Section 4
Amendment and Termination

4.1 At any time prior to the filing of the Articles of Merger with the Secretary of State of the State of Florida, this Plan may be amended by the Merging Partnership and the Surviving Partnership to the extent permitted by Florida law.

4.2 At any time prior to the filing of the Articles of Merger with the Secretary of State of the State of Florida, this Plan may be terminated and abandoned by the Merging Partnership and the Surviving Partnership.

Section 5
Covenants and Plans

5.1 The parties hereto shall each use reasonable best efforts to take all such action as may be necessary or appropriate to effectuate the merger under the Act. If at any time after the Effective Date of the Merger the Surviving Partnership shall consider or be advised that any deeds, bills of sale, assignments or assurances or any other acts or things are necessary, desirable or proper (a) to vest, perfect or confirm, of record or otherwise, in the Surviving

Partnership, its right, title or interest in, to or under any of the rights, privileges, powers, licensing plans, franchises, properties or assets of the Merging Partnership acquired or to be acquired as a result of the merger, or (b) otherwise to carry out the purposes of this Plan, the Surviving Partnership and its general partner and officers and directors of the general partner or their designees shall be authorized to execute and deliver, in the name and on behalf of the Merging Partnership, all deeds, bills of sale, assignments and assurances, and to do, in the name and on behalf of the Merging Partnership, all other acts and things necessary, desirable or proper to vest, perfect or confirm the Surviving Partnership's right, title or interest in, to or under any of the rights, privileges, powers, licensing plans, franchises, properties or assets of the Merging Partnership acquired or to be acquired as a result of the merger and otherwise to carry out the purposes of this Plan.

Section 6

General Partner

6.1 Integroup Gainesville 2, LLC is the sole general partner of the Surviving Partnership and its business address is 7077 Bonneval Road, Suite 600, Jacksonville, Florida 32216.

Section 7

Action on Plan of Merger

7.1 This Plan and the terms thereof have been approved by (i) the sole general partner of the Merging Partnership and the sole general partner of the Surviving Partnership, (ii) the limited partners of the Merging Partnership, and (iii) the limited partners of the Surviving Partnership, all pursuant to Chapter 620 of the Florida Statutes. All advance notice provisions relative to the merger contemplated hereby, including, but not limited to, those contained in Fla. Stat. §620.202 are waived.

[SIGNATURES TO FOLLOW]

FILED
DEC 11 PM 3:39
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

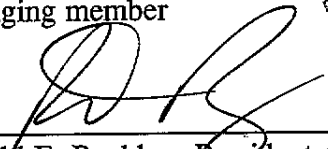
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DEC 11 PM 3:40
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

"SURVIVING PARTNERSHIP"

**MELROSE APARTMENTS OF GAINESVILLE
TWO, LTD., a Florida limited partnership**

By: **INTEGROUP GAINESVILLE 2, LLC, a
Florida limited liability company, as
general partner**

By: **INTEGROUP REALTY TRUST, a
Maryland investment trust, as sole and
managing member**

By: 

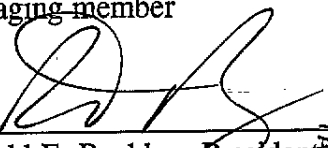
Ronald F. Buckley, President and
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"MERGING PARTNERSHIP"

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