



L010000006422

ACCOUNT NO. : 072100000032

REFERENCE : 145200 4329479

AUTHORIZATION :

Patricia Pigato

COST LIMIT : \$ ~~78.75~~

01 MAY 14 PM 5:03
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : May 9, 2001

80-CV

ORDER TIME : 12:10 PM

ORDER NO. : 145200-005

CUSTOMER NO: 4329479

800004215128--4

CUSTOMER: Ms. Nancy L. Clark
Baker & Hostetler Llp
200 South Orange Avenue
Suite 2300
Orlando, FL 32801

ARTICLES OF MERGER

MGP SARASOTA TRUST

Gantobry

INTO

MGP SARASOTA, LLC

(Signature)

*BK
5/14*

01 MAY 14 PM 1:00
RECEIVED
DIVISION OF CORPORATIONS

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

CONTACT PERSON: Norma Hull

EXAMINER'S INITIALS: _____



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

May 14, 2001

CSC
NORMA HULL

SUBJECT: MGP SARASOTA, LLC
Ref. Number: L01000006422

RESUBMIT

Please give original
submission date as file date.

01 MAY 14 PM 5:03
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
FILED

We have received your document for MGP SARASOTA, LLC and the authorization to debit your account in the amount of \$78.75. However, the document has not been filed and is being returned for the following:

The plan of merger must either provide the name(s) and address(es) of the manager(s) of the limited liability company or state the limited liability company is not managed by one or more managers.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6025.

Trevor Brumbley
Document Specialist

Letter Number: 901A00029227

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SECRETARIAT OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

MGP SARASOTA TRUST (D0100000011), A FLORIDA BUSINESS TRUST

INTO

MGP SARASOTA, LLC, a Florida entity, L01000006422

File date: May 14, 2001

Corporate Specialist: Buck Kohr

Account number: 072100000032

Amount charged: 80.00

ARTICLES OF MERGER
OF
MGP SARASOTA TRUST
INTO
MGP SARASOTA, LLC

FILED
01 MAY 14 PM 5:03
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Chapter 609 of the Florida Statutes and the Florida Limited Liability Company Act, MGP Sarasota Trust, a Florida business trust, and MGP Sarasota, LLC, a Florida limited liability company, do hereby adopt the following Articles of Merger.

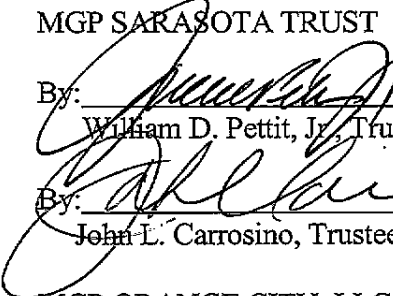
1. Attached hereto as Exhibit A and made a part hereof is the Agreement and Plan of Merger for merging MGP Sarasota Trust ("Trust") with and into MGP Sarasota, LLC ("LLC") as approved by the Trustees of MGP Sarasota Trust on May 8, 2001 and approved by the sole Member of the LLC, on behalf of the LLC, on May 8, 2001.

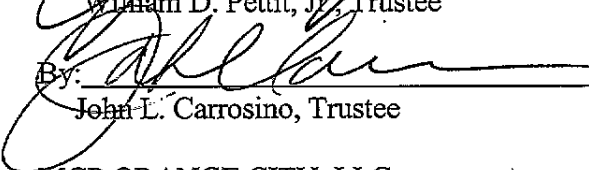
2. LLC shall be the surviving entity. The principal executive office of the surviving entity is 1938 Fairview Avenue East, Suite 300, Seattle, Washington, 98102.

3. The effective time and date of the merger herein provided for in the State of Florida shall be as of the time and date of the filing of these Articles of Merger.

Executed on May 8th, 2001.

MGP SARASOTA TRUST

By: 
William D. Pettit, Jr., Trustee

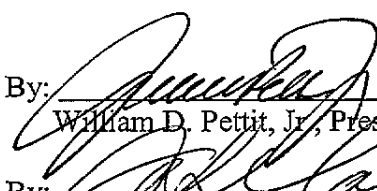
By: 
John L. Carrosino, Trustee

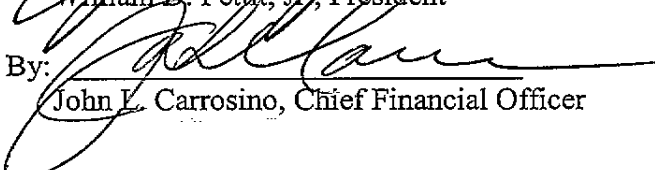
MGP ORANGE CITY, LLC

By: Merrill Gardens L.L.C., as sole member

By: Merrill Gardens Limited Partnership, as
managing member

By: The Merrill Group Inc., as general partner

By: 
William D. Pettit, Jr., President

By: 
John L. Carrosino, Chief Financial Officer

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement") is entered into this 01 day of May, 2001, by and between MGP Sarasota Trust, a Florida business trust (the "Trust"), and MGP Sarasota, LLC, a Florida limited liability company (the "Company").

01 MAY 2001
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

WITNESSETH:

WHEREAS, the Trust is a business trust duly organized and validly existing under the laws of the State of Florida, whose sole beneficiary owns all of the outstanding shares of the Trust; and

WHEREAS, the Company is a limited liability company duly organized and validly existing under the laws of the State of Florida, and, as of this date, the Company has one member who holds a one hundred percent (100%) membership interest in the Company; and

WHEREAS, the trustees of the Trust, William D. Pettit, Jr. and John L. Carrossino (the "Trustees"), and the sole member of the Company, Merrill Gardens L.L.C., (the "Sole Member"), deem it advisable and in the best interests of their respective business entities that the Trust be merged with and into the Company (the "Merger"), with the Company as the surviving entity (in its capacity as the surviving entity, the "Surviving Entity"), pursuant to the provisions of the Florida Limited Liability Company Act (the "Act"); and

WHEREAS, the Trustees and the Sole Member have approved and adopted this Agreement and the Merger by written consent.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and for the purpose of prescribing the terms and conditions of the Merger the parties hereby agree as follows:

**ARTICLE I
THE MERGER**

1.1. Merger. Subject to the terms and conditions of this Merger Agreement, and in accordance with the provisions of the Act, on the Effective Date (as defined below), the Trust shall be merged with and into the Company, the separate existence of the Trust shall cease and the Company shall be the Surviving Entity and shall continue its existence under the laws of the State of Florida.

1.2. Continuation of Existence. Except as otherwise provided in this Agreement, the existence and identity of the Company, with all its purposes, powers, franchises, privileges, rights and immunities, shall continue unaffected and unimpaired by the Merger, and the existence and identity of the Trust with all its purposes, powers, franchises, privileges, rights and immunities, as of the Effective Date shall be merged with and into that of the Company, and the Surviving Entity shall be vested fully therewith and the separate existence and identity of the Trust shall thereafter cease.

1.3. Effective Date. The Merger shall become effective as of the date and time on which this Agreement or Articles of Merger are filed with the Secretary of State of the State of Florida, as required by the Act (the "Effective Date").

**ARTICLE II
OPERATING AGREEMENT AND
MEMBERS OF THE SURVIVING ENTITY**

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TALLAHASSEE, FLORIDA

2.1. Certificate of Formation. The Articles of Organization of the Company shall continue in full force and effect and shall be the Articles of Organization of the Surviving Entity.

2.2. Operating Agreement. The Operating Agreement of the Company in existence and as in effect immediately prior to the Effective Date shall continue in full force and effect and shall be the Operating Agreement of the Surviving Entity.

2.3. Members. The Sole Member of the Company immediately prior to the Effective Date shall continue to be the Sole Member of the Surviving Entity until its earlier withdrawal, dissolution or bankruptcy. The Sole Member shall be Merrill Gardens L.L.C. and the address is 1938 Fairview Avenue East, Suite 300, Seattle, Washington, 98102.

**ARTICLE III
TERMINATION OF TRUST
AND TRANSFER OF PROPERTY**

3.1. Termination of Trust. All interests in the Trust, whether beneficial or otherwise, shall automatically be terminated immediately prior to the Effective Date by virtue of the Merger and without any further action on the part of the Trust or the Company. Each share of the Trust issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, automatically be canceled. Promptly following the Effective Date of the Merger, the holder of each of the certificates evidencing ownership of shares of the Trust shall surrender the certificates representing such shares to the Company for cancellation.

3.2. Transfer of Property. On the Effective Date, any and all property of the Trust, whether real, personal or mixed, and all debts and causes of action belonging to the Trust, shall be vested in the Company, and shall thereafter be the property of the Company. The title to any real property vested by deed or otherwise shall not revert or be in any way impaired by reason of the Merger but shall immediately vest in the Company without further action by the Company. All rights of creditors and all liens upon any property of the Trust shall be preserved unimpaired, and all debts, liabilities and duties of the Trust that have merged and shall attach to the Company may be enforced against the Company to the same extent as if the debts, liabilities and duties had been incurred or contracted by the Company.

**ARTICLE IV
GENERAL**

4.1. Termination and Abandonment. At any time prior to the consummation of the Merger, this Agreement may be terminated and the Merger abandoned by the Trustees or the Company.

4.2. Amendment. This Agreement may be amended at any time prior to the Effective Date with the mutual consent of the Trustees and Sole Member.

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FLORIDA


4.3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

4.4. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one instrument.

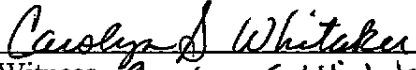
4.5. Waiver. At any time prior to the Effective Date, the parties may, by written agreement, (i) extend the time for the performance of any of the obligations or other acts of the parties hereto, (ii) waive any inaccuracy in the statements contained in this Agreement or in any document delivered, or (iii) waive compliance with any of the covenants, conditions or agreements contained in this Agreement.

4.6 Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.


IN WITNESS WHEREOF, the undersigned have executed this Agreement and Plan of Merger as of the day and year first above written.




Witness ZIMNY SO



Witness Carolyn S. Whitaker

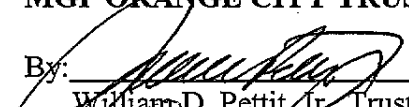


Witness ZIMNY SO



Witness Carolyn S. Whitaker

MGP ORANGE CITY TRUST

By: 

William D. Pettit, Jr., Trustee

By: 


John L. Carrosino, Trustee

MGP ORANGE CITY, LLC

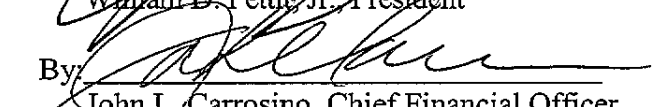
By: Merrill Gardens L.L.C., as sole member

By: Merrill Gardens Limited Partnership, as managing member

By: The Merrill Group Inc., as general partner

By: 

William D. Pettit, Jr., President

By: 

John L. Carrosino, Chief Financial Officer