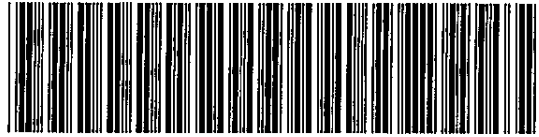


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SECRETARY OF REVENUE
TALLAHASSEE, FLORIDA



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AL

Christopher H. Taylor
(Requestor's Name)

19 S. Treasur Dr.
(Address)

(Address)

Tampa, FL 33609
(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

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ParkCrest Harbour Island
(Business Entity Name)

L.H.C.

(Document Number)

Certified Copies _____ Certificates of Status _____

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ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or, 620.203, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. CKT-WHITE HARBOUR ISLAND, L.L.C. 201 E. Kennedy Blvd. Suite 950 Tampa, FL 33602	Florida	Limited Liability Co.
Florida Document/Registration Number: L02000023759		FEI Number: 431973916
2. PARKCREST HARBOUR ISLAND, L.L.C. 201 E. Kennedy Blvd. Suite 950 Tampa, FL 33602	Florida	Limited Liability Co.
Florida Document/Registration Number: L03000045756		FEI Number: 830378384
3.		
Florida Document/Registration Number:		FEI Number:
4.		
Florida Document/Registration Number:		FEI Number:

(Attach additional sheet(s) if necessary)

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SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

Name and Street Address

PARKCREST HARBOUR ISLAND, L.L.C.

201 E. Kennedy Blvd.

Suite 950

Tampa, FL 33602

Jurisdiction

Florida

Entity Type

Limited Liability Co.

Florida Document/Registration Number: L03000045756

FEI Number: 830378384

THIRD: The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

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NINTH: The merger shall become effective as of:

The date the Articles of Merger are filed with Florida Department of State

OR

3-18-05

(Enter specific date. NOTE: Date cannot be prior to the date of filing.)

TENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

ELEVENTH: SIGNATURE(S) FOR EACH PARTY:

(Note: Please see instructions for required signatures.)

Name of Entity

Signature(s)

Typed or Printed Name of Individual

CKT-WHITE HARBOUR ISLAN

Christopher Taylor, Authorized Rep.,

CKT-PARKCREST AT HARBOUR
ISLAND, L.L.C., Managing Member

PARKCREST HARBOUR ISLA

Christopher Taylor, Authorized Rep.,

CKT-PARKCREST AT HARBOUR
ISLAND, L.L.C., Member

(Attach additional sheet(s) if necessary)

PLAN OF MERGER

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CLERK OF DISTRICT COURT
JACKSONVILLE, FLORIDA

The following plan of merger, which was adopted and approved by each party to the merger in accordance with section(s) 607.1107, 617.1103, 608.4381, and/or 620.202, is being submitted in accordance with section(s) 607.1108, 608.438, and/or 620.201, Florida Statutes.

FIRST: The exact name and jurisdiction of each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
CKT-WHITE HARBOUR ISLAND, L.L.C.	FLORIDA

SECOND: The exact name and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
PARKCREST HARBOUR ISLAND, L.L.C.	FLORIDA

THIRD: The terms and conditions of the merger are as follows:

On the Effective Time, the separate existence of the CKT-WHITE HARBOUR ISLAND, L.L.C., ("Merging Company") shall cease, and PARKCREST HARBOUR ISLAND, L.L.C., ("Surviving Company") shall succeed to all the rights, privileges, immunities, and franchises, and to all the property, real, personal and mixed, of the Merging Company, without the necessity for any separate transfer. The Surviving Company shall thereafter be responsible and liable for all liabilities and obligations of the Merging Company, and neither the rights of creditors nor any liens on the property of the Merging Company shall be impaired by the Merger. If at any time after the Effective Time the Surviving Company 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 Company, its right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of the Merging Company acquired or to be acquired as a result of the Merger, or (b) otherwise to carry out the purposes of this Plan, the Surviving Company and its members, managers, officers or their designees shall be authorized to execute and deliver, in the name and on behalf of the Merging Company, all deeds, bills of sale, assignments and assurances, and to do, in the name and on behalf of the Merging Company, all other acts and things necessary, desirable or proper to vest, perfect or confirm the Surviving Company's right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of the Merging Company.

(Attach additional sheet(s) if necessary)

FOURTH:

- A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or other securities of the survivor, in whole or in part, into cash or other property are as follows:

At the Effective Time, by virtue of the Merger and without any action on the part of holders thereof:

(a) Each Membership Interest of CKT-WHITE HARBOUR ISLAND, L.L.C. issued and outstanding at the Effective Time shall cease to be outstanding and shall be converted into one (1) Membership Interest of PARKCREST HARBOUR ISLAND, L.L.C.

(b) Each Membership Unit of PARKCREST HARBOUR ISLAND, L.L.C. outstanding immediately prior to the Effective Time remain issued and outstanding.

- B. The manner and basis of converting rights to acquire interests, shares, obligations or other securities of each merged party into rights to acquire interests, shares, obligations or other securities of the surviving entity, in whole or in part, into cash or other property are as follows:

Not applicable.

(Attach additional sheet(s) if necessary)

FIFTH: If a partnership or limited partnership is the surviving entity, the name(s) and address(es) of the general partner(s) are as follows:

Name(s) and Address(es) of General Partner(s)

If General Partner is a Non-Individual,

Florida Document/Registration Number

Not applicable.

SIXTH: If a limited liability company is the surviving entity the name(s) and address(es) of the manager(s)managing members are as follows:

The Manager of PARKCREST HARBOUR ISLAND, L.L.C., the Surviving Company, shall remain CKT-PARKCREST AT HARBOUR ISLAND, L.L.C., a Florida limited liability company with principal place of business at 201 E. Kennedy Blvd., Suite 950, Tampa, FL 33602.

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TALLAHASSEE, FLORIDA

SEVENTH: All statements that are required by the laws of the jurisdiction(s) under which each Non-Florida business entity that is a party to the merger is formed, organized, or incorporated are as follows:

Not applicable.

EIGHTH: Other provisions, if any, relating to the merger:

The Operating Agreement of PARKCREST HARBOUR ISLAND, L.L.C. as of the Effective Time shall be the Operating Agreement of the Surviving Company after the Effective Time and all Members of CKT-WHITE HARBOUR ISLAND, L.L.C. have entered into, executed and delivered signed copies of the Surviving Company's Operating Agreement.

(Attach additional sheet(s) if necessary)

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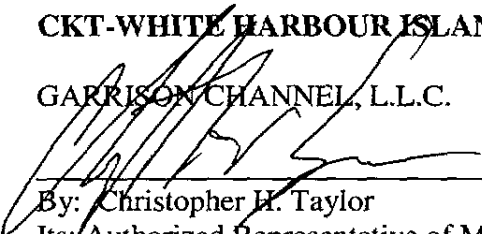
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IN WITNESS WHEREOF, the undersigned being all of the members of ~~CKT-White~~ Harbour Island, L.L.C. and ParkCrest Harbour Island, L.L.C. have entered into this Agreement and Plan of Merger as of this 18 day of march, 2005.

"MERGING COMPANY"

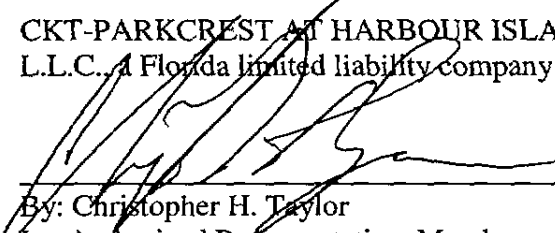
CKT-WHITE HARBOUR ISLAND, L.L.C.

GARRISON CHANNEL, L.L.C.


By: Christopher H. Taylor

Its: Authorized Representative of Member

**CKT-PARKCREST AT HARBOUR ISLAND,
L.L.C., a Florida limited liability company**


By: Christopher H. Taylor

Its: Authorized Representative Member