



ACCOUNT NO. : 072100000032

REFERENCE ~~565383~~ 4354379

AUTHORIZATION

COST LIMIT : \$ ~~185~~ 20.00

ORDER DATE : January 26, 2000

ORDER TIME : 9:58 AM

ORDER NO. : 565383-060

700003130707--0

CUSTOMER NO: 4354379

CUSTOMER: Carolyn Snider, Legal Asst
Foley & Lardner
The Greenleaf Building
200 Laura Street
Jacksonville, FL 32202-3527

ARTICLES OF MERGER

INTEGROUP DEVELOPMENT CORP.
OF JAX, LLC

INTO

INTEGROUP JAX, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX 2 CERTIFIED COPIES

CONTACT PERSON: Carrie Vaught

EXAMINER'S INITIALS:

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

00 FEB 10 AM 10:40

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ARTICLES OF MERGER
Merger Sheet

MERGING:

INTEGROU DEVELOPMENT CORP. OF JAX, a Florida corporation
P95000000884

INTO

INTEGROU JAX, LLC, a Delaware entity, M00000000153

File date: February 10, 2000

Corporate Specialist: Trevor Brumbley

Account number: 072100000032

Account charged: 120.00

ARTICLES OF MERGER
OF
INTEGROUP DEVELOPMENT CORP. OF JAX ^{P050000006884}
a Florida corporation

WITH AND INTO

INTEGROUP JAX, LLC ^{M00000000153}
a Delaware limited liability company

Pursuant to the provisions of Sections 607.1101, 607.1103, 607.1105, 607.1106 and 607.1108, 607.1109 and 607.11101 of the Florida Business Corporation Act, as applicable, and Section 18-209 of the Delaware Limited Liability Company Act, the undersigned enter into these Articles of Merger by which Integroup Development Corp. of Jax, a Florida corporation (the "Corporation"), shall be merged with and into Integroup Jax, LLC, a Delaware limited liability company (the "LLC"), and the LLC shall be the surviving business entity, in accordance with a Plan of Merger (the "Plan"), adopted pursuant to Section 18-209 of the Delaware Limited Liability Company Act and Section 607.1101 of the Florida Business Corporation 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 Secretary of State.

THIRD, the Plan was unanimously adopted and approved on February 9, 2000, by the Board of Directors and shareholders of the Corporation, in accordance with the applicable laws of the State of Florida. The Plan was adopted and approved on February 9, 2000, by Integroup Realty Trust, a Maryland real estate investment trust, the sole and managing member of Integroup Jax, LLC, in accordance with the provisions of the limited liability company's Articles of Organization, Operating Agreement and applicable laws of the State of Delaware.

AND
FILED
00 FEB 19 PM 2:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, these Articles of Merger have been executed by Integroup Development Corp. of Jax as the merging corporation and by Integroup Jax, LLC, as the surviving limited liability company, this 24th day of January, 2000.

MERGING CORPORATION

INTEGROU DEVELOPMENT CORP. OF
JAX, a Florida corporation

By: [Signature]
Name: Ronald F. Buckley
Title: Pres.

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 24th day of January, 2000, by Ronald F. Buckley, the President of Integroup Development Corp. of Jax. Such person did take an oath and: (notary must check applicable box)

- ☒ is/are personally known to me.
☐ produced a current _____ driver's license as identification.
☐ produced _____ as identification.

{Notary Seal must be affixed}

[Signature]

Signature of Notary

KAREN M. PERDUE

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____

My Commission Expires (if not legible on seal): _____

KAREN M. PERDUE
Notary Public, State of Florida
My comm. exp. Sept. 19, 2003
Comm. No. CC869000

RECORDED
JAN 24 2000
0077019 01 24 17

**SURVIVING LIMITED LIABILITY
COMPANY**

INTEGROUP JAX, LLC

By: INTEGROUP REALTY TRUST, a
Maryland Real Estate Investment
Trust, sole and managing member

By: [Signature]
Name: Ronald F. Buckley
Title: C.E.O.

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 24th day of January,
2000, by Ronald F. Buckley, the CEO of Integroup
Realty Trust, the sole and managing member of Integroup Jax, LLC. Such person did take an
oath and: (notary must check applicable box)

- ☒ is/are personally known to me.
☐ produced a current _____ driver's license as identification.
☐ produced _____ as identification.

{Notary Seal must be affixed}

KAREN M. PERDUE
Notary Public, State of Florida
My comm. exp. Sept. 19, 2003
Comm. No. CC869000

[Signature]

Signature of Notary

KAREN M. PERDUE

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____

My Commission Expires (if not legible on seal): _____

APPROVED
1/24/00
DATE 10/23/17
NOTARY PUBLIC
KAREN M. PERDUE
CC869000

PLAN OF MERGER

This Plan of Merger (the "Plan") dated as of February 9, 2000 provides for the merger of Integroup Development Corp. of Jax, a Florida corporation (the "Merging Corporation"), with and into Integroup Jax, LLC, a Delaware limited liability company (the "Surviving LLC"), as follows:

1. **Merger.** The Merging Corporation shall be merged with and into the Surviving LLC in accordance with Section 18-209 of the Delaware Limited Liability Company Act and Section 607.1101 of the Florida Business Corporation Act, whereupon the separate corporate existence of the Merging Corporation shall cease and the Surviving LLC shall be the surviving limited liability company. The Merger shall have the effects set forth in Section 18-209 of the Delaware Limited Liability Company Act and Section 607.1101 of the Florida Business Corporation Act. Accordingly, from and after the Effective Time, the Surviving LLC shall possess all the rights, privileges, powers and franchises and be subject to all of the restrictions, disabilities, liabilities and duties of the Merging Corporation. The parties intend that this agreement shall be construed as a Plan of Reorganization and that the merger will qualify as a tax-free reorganization under Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

2. **Effective Time.** The Merger shall become effective at the close of business on the date and time on which Articles of Merger are accepted for filing by the Florida Secretary of State (the "Effective Time").

3. **Surviving Limited Liability Company.** The Surviving LLC, Integroup Jax, LLC, is to be the surviving entity, and management thereof is vested in one managing member, the name and business address of such managing member are: Integroup Realty Trust, a Maryland real estate investment trust, 7077 Bonneval Road, Suite 600, Jacksonville, Florida 32216.

4. **Conversion of Merging Corporation Stock.** Each share of common stock of the Merging Corporation which is issued and outstanding at the Effective Time and held by any person shall, by virtue of the Merger, automatically, without any action on the part of any holder thereof, be converted into 169,095 Series A Preferred Shares of Beneficial Interest of Integroup Realty Trust, a Maryland real estate investment trust (the "Trust"), by virtue of the Merger, automatically, without any action on the part of the Merging Corporation, the Surviving LLC, or otherwise.

5. **Amendment to Limited Partnership Agreement.** The Merging Corporation, as withdrawing general partner of Melrose Apartments of Jacksonville, Ltd., a Florida limited partnership (the "Partnership"), and the Surviving LLC, as successor general partner of the Partnership, hereby amend the Partnership Agreement of the Partnership as follows:

(a) On and after the Effective Time, all references in the Partnership Agreement to the general partner shall refer to the Surviving LLC; and

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FEB 10 2000
PM 3:18
CLERK OF SUPERIOR COURT
JACKSONVILLE, FLORIDA

(b) On and after the Effective Time, all references in the Partnership Agreement to the limited partners and special limited partner shall refer to the Trust.

All other provisions of the Partnership Agreement shall remain in effect.

6. **Articles of Organization and Operating Agreement of Surviving Limited Liability Company.** The Articles of Organization and Operating Agreement of the Surviving LLC shall continue to be the Articles of Organization and Operating Agreement of the Surviving LLC on and after the Effective Time.

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

8. **Abandonment.** This Plan may be abandoned at any time prior to the Effective Time by either the Merging Corporation or the Surviving LLC, without further shareholder or member action and, if Articles of Merger have been filed with the Florida Secretary of State and the Certificate of Merger with the Delaware Secretary of State, by filing a Notice of Abandonment with such authorities.

9. **Approval.** The respective obligation of each party to effect the Merger is subject to adoption by the requisite vote of the shareholders of the Merging Corporation and the sole member of the Surviving LLC pursuant to Section 18-209 of the Delaware Limited Liability Company Act and Section 607.1103 of the Florida Business Corporation Act.

10. **Representations and Warranties of the Merging Corporation.** Merging Corporation hereby represents and warrants to Surviving LLC as follows:

(a) **Organization.** The Merging Corporation is a corporation duly organized and validly existing under the laws of the State of Florida and is duly qualified to transact

business, and is in good standing, in each jurisdiction where the nature of its business or ownership of its properties requires such qualification. No proceeding for the bankruptcy or the liquidation or dissolution of the Merging Corporation is pending or is contemplated.

(b) No Conflict. The execution, delivery and performance of this Agreement will not violate the charter documents of the Merging Corporation or any provision of any agreement or other instrument to which the Merging Corporation is a party or is bound or be in conflict with, result in a breach of or constitute (with due notice and/or lapse of time) a default under any agreement or other instrument.

(c) No Default. The Merging Corporation is not in default under any agreement or obligation entered into by or on behalf of Merging Corporation or to which the Merging Corporation is subject, which defaults would have a materially adverse effect on the Merging Corporation's abilities to perform hereunder.

(d) Options. As of the date hereof there is no option, agreement or other commitment of any nature outstanding pursuant to which the Merging Corporation is obligated to cause, nor shall Merging Corporation cause or permit the direct or indirect delivery, transfer, mortgage, pledge, charge, lien, hypothecation, encumbrance or assignment of its securities, other than pursuant to the terms of this Agreement.

(e) Litigation. There is no litigation or proceeding pending (or to the best knowledge of the Merging Corporation, threatened) against or relating to the Merging Corporation which, if determined adversely to the Merging Corporation, would affect the Merging Corporation's obligations under the terms of this Agreement.

(f) Representations and Warranties. No representation or warranty made by the Merging Corporation pursuant to this Agreement contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements herein not misleading.

(g) Consents. No consent or approval (except for those which already have been obtained) is necessary in order to permit the Merging Corporation to execute, deliver and perform the transactions contemplated hereby except where the failure to obtain such consent or approval would not prevent or delay consummation of the transactions contemplated by this Agreement in any material respect or otherwise prevent the Merging Corporation from performing its obligations under this Agreement in any material respect.

(h) Amendment to Certificate of Limited Partnership. The Merging Corporation, along with the Successor LLC, have filed with the Secretary of State of Florida an amendment to the Certificate of Limited Partnership of the Partnership reflecting that the Merging Corporation withdraws as general partner of the Partnership and the Successor LLC is the successor general partner of the Partnership, effective as of the Effective Time.

11. Amendments. The Board of Directors of the Merging Corporation together with the Managing Member of the Surviving LLC may amend this Plan at any time prior to the

filing of the Articles of Merger with the Florida Secretary of State and the Certificate of Merger with the Delaware Secretary of State, provided that an amendment made subsequent to the adoption of the Plan by the shareholders of the Merging Corporation and the member of the Surviving LLC shall not: (1) alter or change the amount or kind of memberships, shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the securities of any class or series thereof of the Merging Corporation, (2) materially alter or change any term of the Articles of Organization or Operating Agreement to be effected by the Plan or (3) alter or change any of the terms and conditions of this Plan, in each case if such alteration or change would adversely affect the shareholders of the Merging Corporation or the member of the Surviving LLC.

APPROVED
FILED
0057012 005700
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, the Merging Corporation and the Surviving LLC have each executed this Agreement, or has caused this Agreement to be executed on its behalf by a representative duly authorized, all as of the day and year first above written.

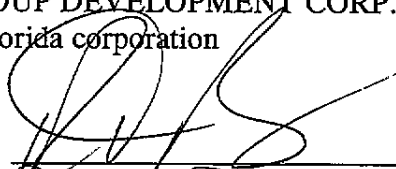
MERGING CORPORATION

INTEGROUPE DEVELOPMENT CORP. OF
JAX, a Florida corporation

By:

Name:

Title:



Ronald F. Buckley

Pres.

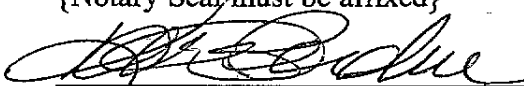
STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 24th day of January, 2000, by Ronald F. Buckley, the President of Integroupe Development Corp. of Jax, a Florida corporation. Such person did take an oath and: (notary must check applicable box)

- ☒ is/are personally known to me.
☐ produced a current _____ driver's license as identification.
☐ produced _____ as identification.

{Notary Seal must be affixed}

KAREN M. PERDUE
Notary Public, State of Florida
My comm. exp. Sept. 19, 2003
Comm. No. CC869000



Signature of Notary

KAREN M. PERDUE

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____

My Commission Expires (if not legible on seal): _____

RECEIVED
NOTARY PUBLIC
STATE OF FLORIDA
JAN 24 2000
TALLAHASSEE, FLORIDA

SURVIVING LLC

INTEGROU JAX, LLC

By: **INTEGROU REALTY TRUST, a
Maryland Real Estate Investment Trust**

Title: **Managing Member**

By: _____

Name: Ronald F. Buckley

Title: CEO

STATE OF Florida
COUNTY OF Deval

The foregoing instrument was acknowledged before me this 24th day of January, 2000, by Ronald F. Buckley, the CEO of Integroup Realty Trust, a Maryland real estate investment trust, the sole and managing member of Integroup Jax, LLC, a Delaware limited liability company. Such person did take an oath and: (notary must check applicable box)

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Karen M. Perdue

Signature of Notary

KAREN M. PERDUE

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____

My Commission Expires (if not legible on seal): _____

KAREN M. PERDUE
Notary Public, State of Florida
My comm. exp. Sept. 19, 2003
Comm. No. CC869000

00 FEB 19 PM 2:18
STATE OF FLORIDA
NOTARY PUBLIC
FILED
FEB 19 2000