

01000019901

ACCOUNT NO. : 072100000032

REFERENCE : 669254 4808757

AUTHORIZATION : *Patricia Pigato*

COST LIMIT : \$ 90.00

ORDER DATE : July 18, 2002

ORDER TIME : 11:27 AM

ORDER NO. : 669254-005

CUSTOMER NO: 4808757

600006766546-7

CUSTOMER: Ms. Roddie Brunstrom
The Rouse Company
Office Of The General Counsel
10275 Little Patuxent Parkway
Columbia, MD 21044-3456

ARTICLES OF MERGER

THE ROUSE COMPANY OF FLORIDA
INC.

INTO

THE ROUSE COMPANY OF
FLORIDA LLC

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
02 JUL 19 PM 2:34

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: CINDY HARRIS EXT 1137
EXAMINER'S INITIALS: _____

q

EFFECTIVE DATE
7/22/02

**ARTICLES OF MERGER
Merger Sheet**

MERGING:

THE ROUSE COMPANY OF FLORIDA, INC. a Florida entity 385058

INTO

THE ROUSE COMPANY OF FLORIDA, LLC, a Florida entity, L01000019901

File date: July 19, 2002

Corporate Specialist: Lee Rivers

Account number: 072100000032

Amount charged: 90.00

**ARTICLES OF MERGER
OF
The ROUSE COMPANY OF FLORIDA, INC.
(a Florida corporation)
WITH AND INTO
THE ROUSE COMPANY OF FLORIDA, LLC
(a Florida limited liability company)**

Pursuant to Florida Statutes
Sections 607.1105, 607.1108,
608.438 and 608.4382

Pursuant to Sections 607.1105, 607.1107, 608.438, and 608.4382 of the Florida Statutes, these Articles of Merger provide as follows:

**ARTICLE I
State of Organization; Surviving Entity**

The name and state of organization of each of the constituent entities of the merger is as follows:

Name	State of Organization
The Rouse Company of Florida, LLC	Florida
The Rouse Company of Florida, Inc.	Florida

The Rouse Company of Florida, LLC, a Florida limited liability company, shall be surviving entity.

**ARTICLE II
Plan of Merger**

The Agreement and Plan of Merger is attached hereto as Exhibit A.

**ARTICLE III
Approval of the Plan**

None of the managers of The Rouse Company of Florida, LLC is a member. Accordingly, pursuant to Section 608.4381 of the Florida Statutes only the sole member of The Rouse Company of Florida, LLC, approved and adopted the Agreement and Plan of Merger ("Agreement and Plan of Merger") dated November 16, 2001, by and among The Rouse Company of Florida, LLC, a Florida limited liability company, and The Rouse Company of

EFFECTIVE DATE
7/27/02

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
02 JUL 19 PM 2:34

Florida, Inc., a Florida corporation, pursuant to an action by written consent in accordance with Section 608.4231 of the Florida Statutes.

The Board of Directors of The Rouse Company of Florida, Inc., reviewed, considered, and pursuant to unanimous action by written consent in accordance with Section 607.0821 of the Florida Statutes, duly adopted the Agreement and Plan of Merger and presented the Agreement and Plan of Merger to the sole shareholder of The Rouse Company of Florida, Inc., in accordance with Sections 607.1108 and 607.1103 of the Florida Statutes. Thereafter, the Agreement and Plan of Merger was approved by the sole shareholder of The Rouse Company of Florida, Inc. on September 20, 2001, pursuant to an action by written consent in accordance with Section 607.0704.

ARTICLE IV
Effective Time

These Articles of Merger shall become effective on July 22, at 5:00 p.m. Eastern Daylight Time.

IN WITNESS WHEREOF, the undersigned authorized representatives of the constituent organizations have caused these Articles of Merger to be executed this 18th day of July, 2002.

THE ROUSE COMPANY OF FLORIDA, LLC,
a Florida limited liability company

By: 
Jeffrey C. Palkovitz, Manager

THE ROUSE COMPANY OF FLORIDA, INC.,
a Florida corporation

By: 
Jeffrey C. Palkovitz, Vice-President

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

This Agreement is dated as of November 16, 2001 (the "Agreement"), by and among The Rouse Company of Florida, Inc., a Florida corporation (the "Merger Corporation"), and The Rouse Company of Florida, LLC, a Florida limited liability company (the "Surviving Entity"). The Merging Corporation and the Surviving Entity are sometimes collectively referred to herein as the "Constituent Organizations."

The Merging Corporation and the Surviving Entity desire to effect a merger (the "Merger") of the Merging Corporation with and into the Surviving Entity as provided in this Agreement. The board of directors of the Merging Corporation has approved the Merger and directed that this Agreement be submitted to its sole shareholder for adoption and approval. None of the managers of the Surviving Entity is a member of the Surviving Entity. Accordingly, the manager has submitted this Agreement to its sole member for adoption and approval. This Agreement sets forth a plan of merger pursuant to the provisions of the Florida Business Corporation Act ("FBCA") and an agreement of merger pursuant to the provisions of the Florida Limited Liability Company Act ("FLLCA").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, agreements and conditions set forth herein, the parties hereto do hereby agree as follows:

SECTION 1. TERMS AND CONDITIONS OF MERGER AND MODE OF CARRYING MERGER INTO EFFECT.

(a) At the Effective Time (as defined in Section 5 of this Agreement) of the Merger, the Merging Corporation shall merge into the Surviving Entity.

(b) Pursuant to the Merger, the articles of organization and operating agreement of the Surviving Entity in effect immediately prior to the Effective Time shall be the articles of organization and operating agreement, respectively, of the Surviving Entity until otherwise amended or repealed in accordance with applicable law.

(c) From and after the Effective Time, the manager of the Surviving Entity shall be Jeffrey C. Palkovitz, whose address is c/o Office of the General Counsel, The Rouse Company, 10275 Little Patuxent Parkway, Columbia, MD 21044, who shall remain manager until his successor is duly elected or appointed and qualifies in the manner provided in the articles of organization and operating agreement of the Surviving Entity, or as otherwise provided by law.

(d) The established offices and facilities of the Merging Corporation immediately prior to the Effective Time shall continue as the established offices and facilities of the Surviving Entity after the Effective Time. At and after the Effective Time, the separate corporate existence of the Merging Corporation shall cease.

(e) All assets and property (including, without limitation, real, personal and mixed, tangible and intangible, choses in action, rights and credits) then owned by each of the

EFFECTIVE DATE
7/22/02

Constituent Organizations, or which would inure to the benefit of either of such Constituent Organizations, shall immediately, by operation of law and without any conveyance, transfer or further action, become the assets and property of the Surviving Entity. The Surviving Entity shall be deemed to be a continuation of the entity of each of the Constituent Organizations, and shall succeed to the rights and obligations of each respective Constituent Organization, and to the duties and liabilities connected therewith.

(f) All rights of creditors and all liens upon the property of either of the Constituent Organizations shall be preserved unimpaired by the Merger, and all debts, liabilities, obligations and duties, including but not limited to the obligations of the Merging Corporation pursuant to stock options, warrants and convertible debt instruments, of either of the Constituent Organizations shall, at the Effective Time, become the responsibility and liability of the Surviving Entity, and may be enforced against it to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it. All corporate acts, policies, arrangements, approvals, and authorizations of the Merging Corporation, its shareholders, board of directors, officers and agents, which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, policies, arrangements, approvals, and authorizations of the Surviving Entity and shall be as effective and binding thereon as the same were with respect to the Merging Corporation.

(g) In addition to the foregoing effects set forth in subsections (e) and (f) of this Section 1, the Merger shall have the effects set forth in Section 607.1107(4) of the FBCA and Section 608.4383 of the FLLCA.

SECTION 2. CAPITALIZATION.

(a) As of the date of this Agreement: (i) the authorized capital stock of the Merging Corporation consists of 5,000 shares of common stock, \$1.00 par value per share ("Common Shares"), of which 1,000 shares are issued and outstanding, (ii) there are no outstanding warrants, options, conversion privileges, preemptive rights, or other rights or agreements to purchase or otherwise acquire or issue any Common Shares, and (iii) there is only one shareholder of the Merging Corporation.

(b) As of the date of this Agreement: (i) there is only one member of the Surviving Entity, and (ii) there are no outstanding rights or agreements to purchase or otherwise acquire or issue any membership interests in the Surviving Entity.

SECTION 3. MANNER AND BASIS OF CONVERTING SHARES OF THE MERGING CORPORATION INTO MEMBERSHIP INTERESTS OF THE SURVIVING ENTITY.

(a) The Common Shares held by the sole shareholder of the Merging Corporation that are issued and outstanding at the Effective Time shall cease to be outstanding and shall be automatically converted into a membership interest in the Surviving Entity.

(b) At the Effective Time, the membership interest in the Surviving Entity that is issued and outstanding immediately prior to the Effective Time shall remain outstanding.

SECTION 4. CONDITIONS.

Effectuation of the Merger and the other transactions herein provided is conditioned on the following:

(a) The Merger shall have received approval of the sole shareholder of the Merging Corporation and the sole member of the Surviving Entity in the manner required by the FBCA and the FLLCA, respectively, the respective articles of incorporation or articles of organization, and the respective bylaws and operating agreement of the Constituent Organizations.

(b) Receipt of all consents, orders, and approvals and satisfaction of all other requirements prescribed by law which are necessary for the consummation of the Merger.

SECTION 5. FILING; EFFECTIVE TIME.

If all of the conditions to the Merger set forth in Section 4 of this Agreement shall have been fulfilled in accordance herewith and this Agreement shall not have been terminated as provided in Section 7 of this Agreement, the Surviving Entity and the Merging Corporation shall cause articles of merger ("Articles of Merger") meeting the requirements of the FBCA and the FLLCA, to be properly executed and filed with the Secretary of State of the State of Florida. The Merger shall become effective on: July 22, at 5:00 p.m. Eastern Daylight Time, or (ii) such date and time as is agreed upon in writing by the Surviving Entity and the Merging Corporation and specified in the Articles of Merger (the "Effective Time"). In no event shall the Effective Time be a date later than that permitted by the FBCA or FLLCA.

SECTION 6. FURTHER ASSURANCES.

Prior to the Effective Time, each of the Constituent Organizations shall take all such actions as shall be necessary or appropriate in order to effectuate the Merger. In case at any time after the Effective Time the Surviving Entity shall determine that any further conveyance, assignment, or other documents or any further action is necessary or desirable to vest in or confirm to the Surviving Entity full title to all the properties, assets, rights, privileges and franchises of the Merging Corporation, the managers of the Surviving Entity, in the name and on behalf of each of the Constituent Organizations, shall be authorized to execute and deliver all such instruments and take all such action in the name and on behalf of each of the Constituent

Organizations as may be necessary or desirable in order to vest in and confirm to the Surviving Entity title to and possession of all such properties, assets, rights, privileges and franchises, and otherwise to carry out the purposes of this Agreement.

SECTION 7. TERMINATION AND AMENDMENT.

(a) At any time prior to the Effective Time, this Agreement may be terminated by the mutual consent of the board of directors and managers of the Merging Corporation and Surviving Entity, respectively, whether before or after the approval of this Agreement by the sole shareholder and sole member of the Constituent Organizations, as the case may be. In the event this Agreement is so terminated, it shall be of no further force or effect and there shall be no liability by reason of this Agreement or its termination on the party of either of the Constituent Organizations or of their respective directors, officers, managers, employees, agents, shareholders, members, or incorporators.

(b) This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by both parties. The Constituent Organizations may, by written agreement between them, amend, modify, or supplement this Agreement at any time prior to the Effective Time, provided that no amendment shall be made after the approval of this Agreement by the shareholder of the Merging Corporation or by the member of the Surviving Entity, which changes the terms of this Agreement in a way which is materially adverse to the shareholder or member of the Constituent Organizations, as the case may be, unless such amendment is approved by such shareholder or member.

SECTION 8. CONSTRUCTION OF TERMS. All provisions and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of such person or persons shall require.

SECTION 9. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida.

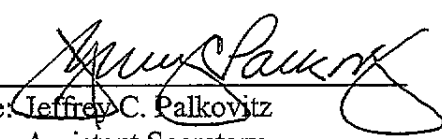
SECTION 10. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all such counterparts shall together constitute but one and the same instrument.

[Signatures on Next Page]

IN WITNESS WHEREOF, each of the Constituent Organizations has caused this Agreement to be duly executed on its behalf by its officers thereunto duly authorized, as of the date first above written.

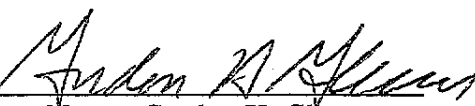
Attest:

THE ROUSE COMPANY OF FLORIDA, INC.
a Florida corporation

By: 

Name: Jeffrey C. Palkovitz

Title: Assistant Secretary

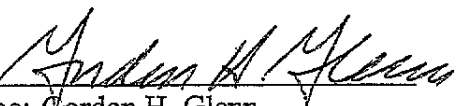
By: 

Name: Gordon H. Glenn

Title: Vice-President

Attest:

THE ROUSE COMPANY OF FLORIDA, LLC.
a Florida limited liability company

By: 

Name: Gordon H. Glenn

Title: Secretary

By: 

Name: Jeffrey C. Palkovitz

Title: Manager