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EXAMINER

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DEPARTMENT OF STATE
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TALLAHASSEE, FLORIDA

EFFECTIVE DATE 12/31/2011

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11 DEC 27 AM 10:18

CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 039788 5029428

AUTHORIZATION : Lynell Coleman

COST LIMIT : $ 50.00

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
11 DEC 27 AM 10: 18

ORDER DATE : December 27, 2011

ORDER TIME : 3:55 PM

ORDER NO. : 039788-005

CUSTOMER NO: 5029428

EFFECTIVE DATE 12/31/2011

ARTICLES OF MERGER

ROUSE-ORLANDO, LLC

INTO

THE ROUSE COMPANY OF FLORIDA, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

_______ CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Becky Peirce

EXAMINER'S INITIALS: __________

EFFECTIVE DATE 12/31/2011

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
11 DEC 27 AM 10:18

Certificate of Merger
For
Florida Limited Liability Company

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each **merging** party are as follows:

M02000000331

Name	Jurisdiction	Form/Entity Type
Rouse-Orlando, LLC	Delaware	LLC

SECOND: The exact name, form/entity type, and jurisdiction of the **surviving** party are as follows:

Name	Jurisdiction	Form/Entity Type
The Rouse Company of Florida, LLC	Florida	LLC

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

December 31, 2011 ____________________________________.

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

____

____

____

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitles under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: ____

____

____

Mailing address: ____

____

____

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Rouse-Orlando, LLC		Michael B. McVickar
The Rouse Company of Florida, LLC		Michael B. McVickar

Corporations:	Chairman, Vice Chairman, President or Officer *(If no directors selected, signature of incorporator.)*
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Fees:	For each Limited Liability Company:	$25.00
	For each Corporation:	$35.00
	For each Limited Partnership:	$52.50
	For each General Partnership:	$25.00
	For each Other Business Entity:	$25.00

Certified Copy (optional): $30.00

PLAN OF MERGER

FIRST: The exact name, form/entity type, and jurisdiction for each **merging** party are as follows:

Name	Jurisdiction	Form/Entity Type
Rouse-Orlando, LLC	Delaware	LLC

SECOND: The exact name, form/entity type, and jurisdiction of the **surviving** party are as follows:

Name	Jurisdiction	Form/Entity Type
The Rouse Company of Florida, LLC	Florida	LLC

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

Please see attached Exhibit A

(Attach additional sheet 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 others securities of the survivor, in whole or in part, into cash or other property is as follows:

Please see attached Exhibit A

(Attach additional sheet if necessary)

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

Please see attached Exhibit A

(Attach additional sheet if necessary)

FIFTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

Please see attached Exhibit A

(Attach additional sheet if necessary)

SIXTH: Other provisions, if any, relating to the merger are as follows:

Please see attached Exhibit A

(Attach additional sheet if necessary)

EXHIBIT A

AGREEMENT AND PLAN OF MERGER OF ROUSE-ORLANDO, LLC WITH AND INTO THE ROUSE COMPANY OF FLORIDA, LLC

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is dated as of December 31, 2011, by and between Rouse-Orlando, LLC, a Delaware limited liability company (the "Merging Company"), and The Rouse Company of Florida, LLC, a Florida limited liability company (the "Surviving Company"). Merging Company and the Surviving Company are hereinafter sometimes collectively referred to as "Constituent Entities".

WITNESSETH

WHEREAS, the Surviving Company owns all of the issued and outstanding units of membership interest of the Merging Company, which constitutes all of the outstanding units of membership interest of the Merging Company; and

WHEREAS, the sole member and management committee of the Constituent Entities, have each determined that it is advisable that the Merging Company be merged with and into the Surviving Company (the "Merger") and have approved the Merger on the terms and subject to the conditions hereinafter set forth and in accordance with the applicable provisions of the Delaware Limited Liability Company Act and the Florida Limited Liability Company Act permitting the Merger.

NOW THEREFORE, in consideration of the foregoing and of the agreements, covenants and provisions hereinafter set forth, the parties hereby agree as follows:

ARTICLE I

1.1. *Merger.* The Merging Company shall be merged with and into the Surviving Company, in accordance with the applicable provisions of the laws of the States of Delaware and Florida. The separate existence of the Merging Company shall thereupon cease and the Surviving Company shall be the successor company.

1.2 *Effect of Merger.* The Merger shall become effective on December 31, 2011.

ARTICLE II

2.1 *Articles of Organization.* The Articles of Organization of the Surviving Company as in effect on the Effective Date shall be and constitute the Articles of Organization of the successor company until the same shall be properly altered, amended or repealed.

2.2 *Operating Agreement.* The Operating Agreement of the Surviving Company as in effect on the Effective Date shall be and constitute the Operating Agreement of the successor company until the same shall be properly altered, amended or repealed.

ARTICLE III

3.1 *Conversion of Membership Interests.* The issued and outstanding units of the Merging Company shall not be exchanged or converted in any manner. All of the issued and outstanding units of membership interest of the Merging Company shall, upon the Effective Date, be cancelled and retired without consideration.

The issued and outstanding units of the Surviving Company shall not be converted. All issued and outstanding units of membership interest of the Surviving Company shall, as of the Effective Date, remain the same.

ARTICLE IV

4.1 *Approvals.* This Agreement has been approved by the sole member and management committee of the Constituent Entities.

4.2 *Termination and Amendment.*

(a) At any time prior to the Effective Date, this Agreement may be terminated by the mutual consent of the sole member and management committee of the Merging Company and the Surviving Company, respectively, whether before or after the approval of the Agreement by the sole member and management committee of the Constituent Entities, 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 reason of this Agreement or it termination on the party of either the Constituent Entities or of their respective officers, managers, agents, 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 Entities may, by written agreement between them, amend, modify or supplement this Agreement at any time prior to the Effective Date, provided that no amendment shall be made after the approval of this Agreement by the members of the Merging Company or Surviving Company, which changes the terms of this Agreement in a way which is materially adverse to the members of the Constituent Entities, as the case may be, unless such amendment is approved by such members.

4.3 *Governing Law.* This Agreement shall be governed by and in accordance with the internal laws of the State of Florida, without regard to the principles of conflicts of law thereof.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each of the Constituent Entities has caused this Agreement to be executed in its name by its duly authorized officer as of the day and year aforesaid.

ROUSE-ORLANDO, LLC

By: ______________________
Michael B. McVickar
Assistant Secretary

THE ROUSE COMPANY OF FLORIDA, LLC

By: ______________________
Michael B. McVickar
Assistant Secretary

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Rouse-Orlando, LLC
(Name of Foreign Limited Liability Company)

Dear Sir or Madam:

The enclosed withdrawal and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Cassandra Grant
(Name of Person)

General Growth Properties, Inc.
(Firm/Company)

110 North Wacker Drive
(Address)

Chicago, IL 60606
(City/State and Zip Code)

For further information concerning this matter, please call:

Cassandra Grant at (312) 960-5945
(Name of Person) (Area Code & Daytime Telephone Number)

STREET/COURIER ADDRESS:
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

Enclosed is a check for the following amount:

☐ $25 Filing Fee

☐ $30 Filing Fee & Certificate of Status

☐ $55 Filing Fee & Certified Copy

☐ $60 Filing Fee, Certificate of Status & Certified Copy

COVER LETTER

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
11 DEC 27 AM 10: 18

TO: Registration Section
Division of Corporations

SUBJECT: Rouse-Orlando, LLC
(Name of Foreign Limited Liability Company)

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(Name of Person)

EFFECTIVE DATE 12/31/2011

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(Address)

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Division of Corporations
Clifton Building
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Tallahassee, Florida 32301

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Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

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☐ $30 Filing Fee & Certificate of Status

☐ $55 Filing Fee & Certified Copy

☐ $60 Filing Fee, Certificate of Status & Certified Copy