

J09737



ACCOUNT NO. : 072100000032

REFERENCE : 395538 4807937

AUTHORIZATION : Patricia Pina

COST LIMIT : \$70.00 60.00

ORDER DATE : October 1, 1999

ORDER TIME : 2:26 PM

ORDER NO. : 395538-005

CUSTOMER NO: 4807937

800003004828--6

CUSTOMER: Ms. Holli Salazar
Trizechahn Centers Inc.
Suite 700
4350 La Jolla Village Drive
San Diego, CA 92122-1233

ARTICLES OF MERGER

J09737

F.L.C. FREEDOM PROPERTIES LLC

INTO

TH FLC FREEDOM PROPERTIES LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Tamara Odom

EXAMINER'S INITIALS:

MJH

FILED
99 OCT -5 AM 11:32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED
99 OCT -5 AM 10:37
SECRETARY OF STATE
DIVISION OF CORPORATIONS

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

99 OCT -5 AM 10:37

ARTICLES OF MERGER
Merger Sheet

MERGING:

F.L.C. FREEDOM PROPERTIES, INC., A Florida Corporation, J09737
,

INTO

TH FLC FREEDOM PROPERTIES LLC, entity not qualified in Florida.

File date: October 5, 1999

Corporate Specialist: Michelle Hodges

Account number: 072100000032

Account charged: 60.00

ARTICLES OF MERGER

OF

F.L.C. FREEDOM PROPERTIES, INC.
(a Florida corporation)

AND

TH FLC FREEDOM PROPERTIES LLC
(a Delaware limited liability company)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
99 OCT -5 AM 10:37

To the Secretary of State
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act, the domestic corporation and the foreign limited liability company herein named do hereby adopt the following Articles of Merger.

1. Annexed hereto and made a part hereof is the Agreement and Plan of Merger for merging **F.L.C. FREEDOM PROPERTIES, INC.**, a corporation organized and existing under the laws of the State of Florida, with and into **TH FREEDOM PROPERTIES LLC**, a limited liability company organized and existing under the laws of the State of Delaware, with **TH FREEDOM PROPERTIES LLC** as the surviving limited liability company (the "Surviving Entity").

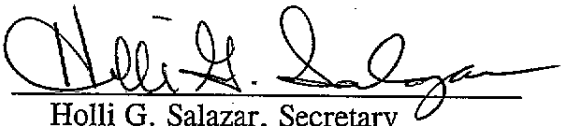
2. The sole stockholder of **F.L.C. FREEDOM PROPERTIES, INC.** entitled to vote on the aforesaid Agreement and Plan of Merger approved and adopted the Agreement and Plan of Merger by written consent given by it on September 30, 1999 in accordance with the provisions of Section 607.0704 of the Florida Business Corporation Act.

3. The merger of **F.L.C. FREEDOM PROPERTIES, INC.** with and into **TH FLC FREEDOM PROPERTIES LLC** is permitted by the laws of the jurisdiction of organization of **TH FREEDOM PROPERTIES LLC** and has been authorized in compliance with said laws. The date of approval and adoption of the Agreement and Plan of Merger by the sole member of **TH FREEDOM PROPERTIES LLC** was September 30, 1999.

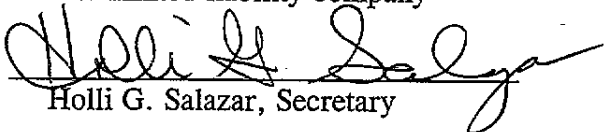
4. The address of the registered office of the Surviving Entity in the State of Delaware is c/o The Prentice-Hall Corporation System, Inc. at 1013 Centre Road, Wilmington, Delaware 19805.

Executed on September 30, 1999

F.L.C. FREEDOM PROPERTIES, INC.,
a Florida corporation

By: 
Holli G. Salazar, Secretary

TH FREEDOM PROPERTIES LLC,
a Delaware limited liability company

By: 
Holli G. Salazar, Secretary

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER dated as of Sept. 30, 1999, by and between **TH FLC FREEDOM PROPERTIES LLC**, a Delaware limited liability company (hereinafter sometimes referred to as the "Delaware LLC" or the "Surviving Limited Liability Company"), and **F.L.C. FREEDOM PROPERTIES, INC.**, a Florida corporation (the "Corporation"). (The Delaware LLC and the Corporation are hereinafter sometimes referred to individually as a "Constituent Entity" or collectively as the "Constituent Entities").

W I T N E S S E T H:

WHEREAS, the Board of Directors of the Corporation and the Board of Managers of the Delaware LLC have determined that it is advisable and in the respective best interests of each entity that the Corporation be merged with the Delaware LLC upon the terms and conditions herein set forth and in accordance with the applicable provisions of the laws of the State of Delaware and the State of Florida.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the Corporation shall be merged with the Delaware LLC and that the terms and conditions thereof are and shall be as follows:

ARTICLE I

Merger

1.1 On the Effective Date (as defined below), the Corporation and the Delaware LLC shall be merged into a single limited liability company by the Corporation merging with the Delaware LLC, and the Delaware LLC shall be the Surviving Limited Liability Company. This Agreement and Plan of Merger shall be submitted to the stockholders of each of the Constituent Entities, as provided by law, and shall take effect and be deemed and be taken to be the Agreement and Plan of Merger of the Constituent Entities upon the approval or adoption thereof by the stockholders of each Constituent Entity in accordance with the laws of the State of Delaware and the State of Florida and upon the execution and filing of such documents with the Secretary of State of Delaware and the Secretary of State of Florida and the doing of such acts and things as shall be required for accomplishing the merger (such time is hereinafter referred to as the "Effective Date").

1.2 On the Effective Date:

(a) The Delaware LLC, as the Surviving Limited Liability Company, shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature,

and shall be subject to all the restrictions, disabilities and duties of each of the Constituent Entities; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares of capital stock, and all other choses in action and all and every other interest of, or belonging to, or due to each of the Constituent Entities, shall be vested in the Surviving Limited Liability Company without further act or deed, and the title to any real estate or any interest therein vested in any of the Constituent Entities shall not revert or be in any way impaired by reason of the merger.

(b) All the liabilities and obligations of each of the Constituent Entities shall attach to and become liabilities and obligations of the Surviving Limited Liability Company and the Surviving Limited Liability Company shall be liable and responsible for all such liabilities and obligations; and any claim existing or action or proceeding pending by or against any of the Constituent Entities may be prosecuted to judgment as if the merger had not taken place, or the Surviving Limited Liability Company may be substituted in its place and neither the rights of creditors nor any liens upon the property of any of the Constituent Entities shall be impaired by the merger.

(c) The purposes for which the Surviving Limited Liability Company is formed and the nature of the business to be transacted by it shall be as set forth in the Operating Agreement of the Delaware LLC, and the Surviving Limited Liability Company shall continue with all the rights, privileges, immunities and powers, and subject to all the duties and liabilities, of a limited liability company organized under the Delaware Limited Liability Company Act.

ARTICLE II

Certificate of Formation, Operating Agreement, and Managers of the Surviving Limited Liability Company

2.1 The Certificate of Formation of the Surviving Limited Liability Company in effect on the Effective Date shall be the Certificate of Formation of the Delaware LLC in effect on the Effective Date, and it shall thereafter continue to be the Certificate of Formation of the Surviving Limited Liability Company until duly amended or changed in accordance with the provisions of the Delaware Limited Liability Company Act.

2.2 The operating agreement of the Surviving Limited Liability Company in effect on the Effective Date shall be the operating agreement of the Delaware LLC in effect on the Effective Date, and it shall thereafter continue to be the operating agreement of the Surviving Limited Liability Company until duly altered, amended or repealed as provided by law or such operating agreement.

2.3 The managers of the Delaware LLC on the Effective Date will continue as the managers of the Surviving Limited Liability Company until their successors have been duly

elected and qualified pursuant to the limited liability company agreement of the Surviving Limited Liability Company.

2.4 The names and business addresses of the managers of the LLC as of the Effective Date, who shall be the managers of the Surviving Limited Liability Company, are as follows:

<u>Name</u>	<u>Business Address</u>
Robin A. Campbell	181 Bay Street Toronto, Ontario
Antonio A. Bismonte	233 S. Wacker Drive, Suite 4600 Chicago, Illinois 60606
Casey R. Wold	233 S. Wacker Drive, Suite 4600 Chicago, Illinois 60606

ARTICLE III

Capitalization

3.1 The Capitalization of the Constituent Entities immediately prior to the merger becoming effective is as follows:

(a) The Corporation is authorized to issue the following shares of stock (collectively, the "Corporation Stock"): seven thousand five hundred (7,500) shares of common stock, par value \$1.00 per share, of which 100 shares are issued and outstanding, all of which are owned by Triangle Realty Investments, Inc., a Delaware corporation.

(b) The Delaware LLC has issued one hundred (100) limited liability company shares (the "Delaware LLC Shares") representing 100% of the interests in the Delaware LLC, all of which are owned by Triangle Realty Investments, Inc., a Delaware corporation.

ARTICLE IV

Manner of Conversion of Corporation Stock and Limited Liability Company Shares

4.1 Upon the merger becoming effective as provided herein:

(a) Each Delaware LLC Share outstanding immediately prior to the merger becoming effective shall be an identical outstanding share of the Surviving Limited Liability

Company. The members of the Delaware LLC immediately prior to the merger becoming effective shall continue as members of the Surviving Limited Liability Company upon the merger becoming effective.

(b) Each share of Corporation Stock issued and outstanding immediately prior to the merger becoming effective shall be exchanged for and shall become an outstanding share of the Surviving Limited Liability Company. The holders of shares of Corporation Stock immediately prior to the merger becoming effective shall become members of the Surviving Limited Liability Company upon the merger becoming effective.

ARTICLE V

Capitalization of the Surviving Limited Liability Company

5.1 Upon the merger becoming effective, the capital of the Surviving Limited Liability Company shall consist of an amount equal to the aggregate of the amount of the capital of the Delaware LLC immediately before the merger becomes effective and the amount of the par value of the Corporation Stock immediately before the merger becomes effective, and the excess of the amounts at which the assets and liabilities of the Constituent Entities are stated on the books of the respective Constituent Entities immediately before the merger becomes effective (subject to such adjustments as may be required to effect comparability of accounting policies and practices) over such amount of capital shall be surplus.

ARTICLE VI

Termination

6.1 This Agreement may be terminated and abandoned at any time before the Effective Date by the mutual consent of the Constituent Entities.

ARTICLE VII

Miscellaneous

7.1 This Agreement (a) shall be governed by and construed in accordance with the laws of the State of Delaware, (b) shall not be waived, except by an instrument in writing, signed by the party to be charged, and (c) shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

7.2 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

7.3 The parties hereto each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances, and to take all such further action, including, without limitation, the execution and filing of such instruments in the State of Delaware, the State of Florida and any other State as shall be necessary or desirable to carry out this Agreement and to consummate and effect the merger contemplated hereby.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolution adopted by their Board of Directors or Board of Managers and shareholders or members, have caused this Agreement to be executed and attested to by their respective officers duly authorized as of the day and year first above written.

CORPORATION:

F.L.C. FREEDOM PROPERTIES, INC.,
a Florida corporation

By: _____
Name: _____
Title: _____

DELAWARE LLC:

TH FLC FREEDOM PROPERTIES LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____