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LIMITED PARTNERSHIP AMENDMENT

SKYLINE ON BRICKELL, LTD.

Certificate of Status	1
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**AMENDED AND RESTATED  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
SKYLINE ON BRICKELL, LTD.**

This Amended and Restated Certificate of Limited Partnership of **SKYLINE ON BRICKELL, LTD.**, a Florida limited partnership (the "Partnership"), dated as of November 19, 2004, is being duly executed and filed by **SKYLINE ON BRICKELL MANAGER, LLC**, an Illinois limited liability company, its sole general partner ("General Partner"), to amend and restate the Partnership's original Certificate of Limited Partnership, which was filed on November 6, 2002. This Amended and Restated Certificate of Limited Partnership was duly executed and is being filed in accordance with Section 620.109 of the Florida Revised Uniform Limited Partnership Act (1986).

1. The name of the Partnership is Skyline on Brickell, Ltd.
2. The address of the office of the Partnership is c/o 505 N. Lake Shore Drive, Suite 216, Chicago, Illinois, 60611.
3. The name and address of the agent for service of process on the Partnership is CFRA, LLC, a Florida limited liability company, Corporate Center Three at International Plaza, 4221 W. Boy Scout Boulevard, 10<sup>th</sup> Floor, Tampa, Florida, 33607-5736.
4. The name and business address of the General Partner is: Skyline on Brickell Manager, LLC, 505 North Lakeshore Drive, Suite 216, Chicago, IL 60611. *MOZ-248*
5. The mailing address of the Partnership is 505 North Lakeshore Drive, Suite 216, Chicago, Illinois, 60611.
6. The latest date upon which the Partnership is to dissolve is December 31, 2100.
7. The Partnership's business and purpose shall consist solely of the acquisition, ownership, operation, and management of the real estate project known as "Skyline on Brickell" located in Miami, Florida (the "Property") and such activities as are necessary, incidental, or appropriate in connection therewith.
8. Notwithstanding any other provision of this Amended and Restated Certificate of Limited Partnership or the Partnership's partnership agreement (the "Agreement") and so long as any obligation secured by that certain Loan Agreement/Mortgage entered into by the Partnership in 2004 in favor of General Electric Capital Corporation, a Delaware corporation, as lender (the "Mortgage") remains outstanding and not discharged in full, without the prior written consent of the holder of the Mortgage, the General Partner and the Partnership shall have no authority to:
  - (i) borrow money or incur indebtedness on behalf of the Partnership other than normal trade accounts payable and lease obligations in the ordinary course of business, or grant consensual liens on the Partnership's property, except, however, that the General Partner is hereby authorized to secure financing for the Partnership pursuant to the terms

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of the Mortgage and other indebtedness expressly permitted therein or in the documents related to the Mortgage, and to grant a mortgage, lien, or liens on the Property to secure such Mortgage;

- (ii) dissolve or liquidate the Partnership;
- (iii) sell or lease, or otherwise dispose of all or substantially all of the assets of the Partnership;
- (iv) amend, modify, or alter Articles 7, 8, 9, 10, or 11 of this Amended and Restated Certificate of Limited Partnership or Article 2, Section 9.2, Section 9.9, Section 10.2, or Section 13.1 of the Agreement;
- (v) engage in any other business activity; or
- (vi) merge or consolidate with any other entity.

So long as any obligations secured by the Mortgage remain outstanding and not discharged in full, the General Partner and the Partnership shall have no authority, unless such action has been approved by the unanimous vote of the General Partner's Managers (including the Independent Manager) and the unanimous vote of all other Partners, to file a voluntary petition or otherwise initiate proceedings to have the Partnership adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Partnership, or file a petition seeking or consenting to reorganization or relief of the Partnership as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Partnership; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Partnership or of all or any substantial part of the properties and assets of the Partnership, or make any general assignment for the benefit of creditors of the Partnership, or admit in writing the inability of the Partnership to pay its debts generally as they become due or declare or effect a moratorium on the Partnership debt or take any action in furtherance of any action.

So long as any obligation secured by the Mortgage remains outstanding and not discharged in full, the Partnership shall have a limited liability company general partner having articles of organization containing the restrictions and terms set forth in Article 6, Section 8.1, and Section 8.2 of the General Partner's Articles of Organization as of the date hereof, and the Partnership shall have no other general partners.

9. The Partnership shall conduct its business and operations in accordance with the following provisions:

- (a) maintain books and records and bank accounts separate from those of any other person;
- (b) maintain its assets in such a manner so that it is not costly or difficult to segregate, identify, or ascertain such assets;

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- (c) hold, and maintain minutes of, regular entity level meetings and observe all other appropriate entity level formalities;
- (d) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;
- (e) prepare and file separate tax returns, or if part of a consolidated group, ensure that it will be shown as a separate member of such group;
- (f) allocate and charge fairly and reasonably any common employee or overhead shared with affiliates;
- (g) transact all business with affiliates on an arm's-length basis and pursuant to written, enforceable agreements;
- (h) conduct business in its own name, and use separate stationery, invoices and checks;
- (i) not commingle its assets or funds with those of any other person;
- (j) not assume, guarantee, or pay the debts or obligations of any other person;
- (k) correct any known misunderstanding as to its separate identity;
- (l) not permit any affiliate, the General Partner, its Limited Partner, or member of the General Partner to guarantee or pay its obligations (other than as a result of the limited guarantees and indemnities set forth in the Mortgage and documents relating thereto);
- (m) not make loans or advances to any other person;
- (n) pay its liabilities, obligations and expenses out of its own funds;
- (o) prepare and maintain its financial records and accounts in a manner that will permit it to prepare and issue financial statements that fairly present its financial condition and results of operation in accordance with United States generally accepted accounting principles, consistently applied ("GAAP"), not (except as required by GAAP) prepare or issue consolidated financial statements or include its assets, liabilities, income, expenses, or other financial aspects or transactions with or in the financial statements of any other person, and, in any case in which it is required to provide a consolidated financial statement to any person or entity, it shall at the same time provide to that person or entity a financial statement that fairly presents solely its financial condition and results of operations on a non-consolidated basis in accordance with GAAP;
- (p) ensure that invoices and other statements of account from its creditors are addressed and mailed directly to it;
- (q) ensure that its capitalization is adequate in light of its present and intended business and purpose and such capital has been fully paid to it;

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- (r) not hold out its assets or creditworthiness as being available for the payment of any liability or obligation of any of its members;
- (s) ensure that its owners refer to it as a separate legal entity and not as a division or department of themselves;
- (t) not transfer assets between it and the General Partner, its Limited Partner, or member of the General Partner without the transferor's and transferee's contemporaneous receipt of reasonably equivalent value;
- (u) not make any transfer of assets with the intent to hinder, delay, or defraud creditors;
- (v) not fail to conduct and operate its business in all material respects as required under the Mortgage and documents relating thereto; and
- (w) not file a petition for relief under the bankruptcy laws without the approval of the Independent Manager of the General Partner.

10. The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a Limited Partner shall not cause the termination or dissolution of the Partnership and the business of the Partnership shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian, or conservator of such Limited Partner shall have all the rights of such Limited Partner for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute Limited Partner. The transfer by such trustee, receiver, executor, administrator, committee, guardian, or conservator of any Partnership Interest shall be subject to all of the restrictions, hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated, or incompetent Limited Partner.

11. All property owned by the Partnership shall be owned by the Partnership as an entity and, insofar as permitted by applicable law, no Partner shall have any ownership interest in any Partnership property in its individual name or right, and each Partner's Partnership interest shall be personal property for all purposes.

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The execution of this Amended and Restated Certificate of Limited Partnership by the undersigned General Partner constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

IN WITNESS WHEREOF, this Amended and Restated Certificate of Limited Partnership has been executed by the General Partner of SKYLINE ON BRICKELL, LTD. this 19<sup>th</sup> day of November 2004.

GENERAL PARTNER:

SKYLINE ON BRICKELL MANAGER, LLC,  
an Illinois limited liability company

By:   
Evangeline Gouletas, Manager

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