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Merger

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MERGER OR SHARE EXCHANGE

SKYLINE ON BRICKELL, LTD.

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ARTICLES OF MERGER
OF
BRICKELL BAY VILLAGE, LTD.
(a Florida limited partnership)
WITH AND INTO
SKYLINE ON BRICKELL, LTD.
(a Florida limited partnership)

FILED
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STATE OF FLORIDA
TALLAHASSEE

Pursuant to Florida Statutes
Sections 620.201 and 620.203

Pursuant to Sections 620.201 and 620.203 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
Brickell Bay Village, Ltd. A-611	Florida
Skyline on Brickell, Ltd. AD2-1480	Florida

Skyline on Brickell, Ltd., a Florida limited partnership, shall be the 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

The Agreement and Plan of Merger ("Agreement and Plan of Merger") dated November 18, 2004, by and between Brickell Bay Village, Ltd., a Florida limited partnership, and Skyline on Brickell, Ltd., a Florida limited partnership, was approved by all of the general and limited partners of Brickell Bay Village, Ltd, on November 18, 2004, in accordance with Section 620.202 of the Florida Statutes.

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The Agreement and Plan of Merger ("Agreement and Plan of Merger") dated November 18, 2004, by and between Brickell Bay Village, Ltd., a Florida limited partnership, and Skyline on Brickell, Ltd., a Florida limited partnership, was approved by all of the general and limited partners of Skyline on Brickell, Ltd. on November 18, 2004, in accordance with Section 620.202 of the Florida Statutes.


ARTICLE IV
Effective Time

These Articles of Merger shall become effective on November 23, 2004, at 11:59 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 November, 2004.

BRICKELL BAY VILLAGE, LTD.,
a Florida limited partnership

By: **SKYLINE ON BRICKELL MANAGER, LLC,**
an Illinois limited liability company,
its sole General Partner

By: 
Name: Evangeline Gouletas
Title: Manager

SKYLINE ON BRICKELL, LTD.,
a Florida limited partnership

By: **SKYLINE ON BRICKELL MANAGER, LLC,**
an Illinois limited liability company,
its sole General Partner

By: 
Name: Evangeline Gouletas
Title: Manager

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EXHIBIT A
AGREEMENT AND PLAN OF MERGER

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AGREEMENT AND PLAN OF MERGER

This Agreement is dated as of November 18, 2004 (the "*Agreement*"), by and between **BRICKELL BAY VILLAGE, LTD.**, a Florida limited partnership (the "*Merging Partnership*"), and **SKYLINE ON BRICKELL, LTD.**, a Florida limited partnership (the "*Surviving Partnership*"). The Merging Partnership and the Surviving Partnership are sometimes collectively referred to herein as the "*Constituent Partnerships*."

The Merging Partnership and the Surviving Partnership desire to effect a merger (the "*Merger*") of the Merging Partnership with and into the Surviving Partnership as provided in this Agreement. The sole general partner and the sole limited partner of the Merging Partnership have approved the Merger. The sole general partner and the sole limited partner of the Surviving Partnership have approved the Merger. This Agreement sets forth a plan of merger pursuant to the provisions of the Florida Revised Uniform Limited Partnership Act (1986) ("*FRULPA*").

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 Partnership shall merge into the Surviving Partnership.

(b) Pursuant to the Merger, the certificate of limited partnership and limited partnership agreement of the Surviving Partnership in effect immediately prior to the Effective Time shall be the certificate of limited partnership and limited partnership agreement, respectively, of the Surviving Partnership until otherwise amended or repealed in accordance with applicable law.

(c) From and after the Effective Time, the general partner of the Surviving Partnership shall continue to be Skyline on Brickell Manager, LLC, an Illinois limited liability company, with a business address of 1548 Brickell Avenue, Miami, Florida 33129, who shall remain a general partner until its successor or successors are duly elected or appointed and qualify in the manner provided in the certificate of limited partnership and limited partnership agreement of the Surviving Partnership, or as otherwise provided by law.

(d) The established offices and facilities of the Surviving Partnership immediately prior to the Effective Time shall be the established offices and facilities of the Surviving Partnership after the Effective Time. At and after the Effective Time, the separate partnership existence of the Merging Partnership 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 Constituent Partnerships, or which would inure to the benefit of either of such Constituent

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Partnerships, shall immediately, by operation of law and without any conveyance, transfer or further action, become the assets and property of the Surviving Partnership. The Surviving Partnership shall be deemed to be a continuation of each of the Constituent Partnerships, and shall succeed to the rights and obligations of each respective Constituent Partnership, and to the duties and liabilities connected therewith.

(f) All rights of creditors and all liens upon the property of either of the Constituent Partnerships shall be preserved unimpaired by the Merger, and all debts, liabilities, obligations and duties of either of the Constituent Partnerships shall, at the Effective Time, become the responsibility and liability of the Surviving Partnership, 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 acts, policies, arrangements, approvals, and authorizations of the Merging Partnership, its partners 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 Partnership and shall be as effective and binding thereon as the same were with respect to the Merging Partnership.

(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 620.204 of the FRULPA.

SECTION 2. CAPITALIZATION.

(a) As of the date of this Agreement, there is only one general partner and one limited partner of the Merging Partnership and there are no outstanding rights or agreements to purchase or otherwise acquire or issue any partnership interests or units in the Surviving Partnership.

(b) As of the date of this Agreement, there is only one general partner and one limited partner of the Surviving Partnership and there are no outstanding rights or agreements to purchase or otherwise acquire or issue any partnership interests or units in the Surviving Partnership.

SECTION 3. MANNER AND BASIS OF CONVERTING PARTNERSHIP INTERESTS OF THE MERGING PARTNERSHIP INTO PARTNERSHIP INTERESTS OF THE SURVIVING PARTNERSHIP.

(a) The entire partnership interest held by the general partner of the Merging Partnership that is issued and outstanding at the Effective Time shall cease to be outstanding and shall be automatically converted into a general partnership interest in the Surviving Partnership. The entire partnership interest held by the limited partner of the Merging Partnership that is issued and outstanding at the Effective Time shall cease to be outstanding and shall be automatically converted into a limited partnership interest in the Surviving Partnership.

(b) At the Effective Time, the partnership interests in the Surviving Partnership that are 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 partners of the Merging Partnership and the partners of the Surviving Partnership in the manner required by the FRULPA, the respective certificates of limited partnership, and the respective limited partnership agreements of the Constituent Partnerships.

(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 Partnership and the Merging Partnership shall cause articles of merger ("*Articles of Merger*") meeting the requirements of the FRULPA to be properly executed and filed with the Department of State of the State of Florida. The Merger shall become effective on such date and time as is agreed upon by the Surviving Partnership and the Merging Partnership 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 FRULPA.

SECTION 6. FURTHER ASSURANCES.

Prior to the Effective Time, each of the Constituent Partnerships 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 Partnership 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 Partnership full title to all the properties, assets, rights, privileges, and franchises of the Merging Partnership, the partners of the Surviving Partnership, in the name and on behalf of each of the Constituent Partnerships, 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 Partnerships as may be necessary or desirable in order to vest in and confirm to the Surviving Partnership title to and possession of all such properties, assets, rights, privileges, and franchises, and otherwise to carry out the purposes of this Agreement.

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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 general partner of the Merging Partnership and the general partner of the Surviving Partnership, whether before or after the approval of this Agreement by the limited partners of the Constituent Partnerships. 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 Partnerships or of their respective partners, employees, or agents.

(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 Partnerships 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 limited partners of the Merging Partnership or by the limited partners of the Surviving Partnership, which changes the terms of this Agreement in a way which is materially adverse to the partners of the Constituent Partnerships, unless such amendment is approved by such partners.

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]

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

BRICKELL BAY VILLAGE, LTD.,
a Florida limited partnership

By: **SKYLINE ON BRICKELL MANAGER, LLC,**
an Illinois limited liability company,
its sole General Partner

By: 
Name: Evangeline Gouletas
Title: Manager

SKYLINE ON BRICKELL, LTD.,
a Florida limited partnership

By: **SKYLINE ON BRICKELL MANAGER, LLC,**
an Illinois limited liability company,
its sole General Partner

By: 
Name: Evangeline Gouletas
Title: Manager

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**WRITTEN CONSENT OF
THE PARTNERS OF
BRICKELL BAY VILLAGE, LTD.**

The undersigned being all of the partners of Brickell Bay Village, Ltd., a Florida limited partnership (the "Partnership"), do hereby take the following actions by written consent, effective on the date set forth below:

1. The Agreement and Plan of Merger of the Partnership attached hereto as Exhibit A is hereby approved, authorized, and adopted.

Dated effective as of the 18th day of November 2004.

GENERAL PARTNER:

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

By: 
Name: Evangeline Gouletas
Title: Manager

LIMITED PARTNER:

SKYLINE ON BRICKELL, LLC,
an Illinois limited liability company

By: **SKYLINE ON BRICKELL MANAGER,
LLC,** an Illinois limited liability company,
its Manager

By: 
Name: Evangeline Gouletas
Title: Manager