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Form LP 1205
(Rev. Jan. 1999)

Filing Fee \$25

SUBMIT IN DUPLICATE!

File # 5019124

Assigned by
Secretary of State

0021031131

1819/0151 11 001 Page 1 of 3
2002-09-19 15:19:15
Cook County Recorder 28.00



LPR309/16/02:01:0866:
SOSIL 5019124 FILED 1205
75.00 MU

186-9

All correspondence regarding this filing will be sent to the registered agent of the limited partnership unless a self-addressed envelope with pre-paid postage is included.

JESSE WHITE
SECRETARY OF STATE
STATE OF ILLINOIS

CERTIFICATE TO BE GOVERNED
(Pre-existing Illinois limited partnership)
Prior to 7-1-87

FORM LP 1110 MUST ACCOMPANY THIS CERTIFICATE AND IS A PART OF THIS APPLICATION.

- Limited partnership's name: 5700 W. Washington Associates
 - The address, **including county**, of the office at which records required by Section 104 are to be kept is: (P.O. Box alone & c/o are unacceptable:) 1 East Superior Street, Suite 604, Chicago, Cook County,
Illinois 60611
 - Federal Employer Identification Number (F.E.I.N.): 36-3500467
 - The limited partnership's registered agent's name and registered office address is:
Registered agent:
First name William Middle name W. Last name Higginson
Registered Office: (P.O. Box alone and c/o are unacceptable)
Number One Street E. Superior Street Suite # 604
City Chicago County Cook State Illinois ZIP Code 60611
 - The limited partnership's purpose(s) is : To invest directly in real property.
- IRS Business Code Number is: 531110
- Dissolution date: Perpetual or December 31, 2018
(month, day, year)
 - The county in which the pre-existing limited partnership's original certificate of limited partnership was filed is: Cook Recording date: June 30, 1987 . Document of Book & Page No.: 87357026

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8. The total aggregate dollar amount of cash, property, and services contributed by all partners is: (per Section 201-5)
One Hundred Sixty-Seven Thousand Twenty-One and 00/100 Dollars (\$167,021.00)

9. A brief statement of the partners' membership termination and distribution rights:
See attached Exhibit A

NAME(S) & BUSINESS ADDRESS(ES) OF GENERAL PARTNER(S)

The undersigned affirms, under penalties of perjury, that the facts stated herein are true.

All general partners are required to sign the certificate to be governed.

SIGNATURE AND NAME

BUSINESS ADDRESS

1. Signature <u><i>William W. Higginson</i></u>	Number/Street <u>One East Superior St., Suite 604</u>
Type or print name and title <u>William W. Higginson</u>	City/town <u>Chicago</u>
President	
Name of General Partner if a corporation or other entity <u>Investment Management Corporation</u>	State <u>Illinois</u> ZIP Code <u>60611</u>
2. Signature _____	Number/Street _____
Type or print name and title _____	City/town _____
Name of General Partner if a corporation or other entity _____	State _____ ZIP Code _____
3. Signature _____	Number/Street _____
Type or print name and title _____	City/town _____
Name of General Partner if a corporation or other entity _____	State _____ ZIP Code _____

(Signatures must be in **BLACK INK** on an original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)

FORMS OF PAYMENT:

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."

DO NOT SEND CASH!

C.P.D. 77

RETURN TO:

Secretary of State
Department of Business Services
Limited Partnership Division
Room 357, Howlett Building
Springfield, Illinois 62756
Telephone: (217) 785-8960
<http://www.sos.state.il.us>

BOX 170

EXHIBIT A

Attached to and made a part of the Certificate to be Governed of 5700 W. Washington Associates, an Illinois limited partnership.

9. The following is a summary explanation of certain rights of the General and Limited Partner, which are set forth in greater detail in the Partnership Agreement:

- (a) Termination. The Partnership shall terminate upon the earlier of the end of the 31st full calendar year, unanimous partners' agreement to terminate, departure of the last general partner without substitution, or disposition of substantially all non-cash assets. Partners may not withdraw from or dissolve the Partnership or sell, transfer, or assign their Partnership interest without the other Partner's consent, except with and in accordance with certain rights granted to the Limited Partner granted in accordance with the Partnership Agreement. The Limited Partner may remove and replace the General Partner for specific causes. Upon removal, (other than for cause) bankruptcy, dissolution, liquidation, death or incapacity of a General Partner, such General Partner's successor-in-interest becomes a special limited partner. Upon any such event or upon withdrawal or wrongful dissolution of the Partnership by a General Partner for cause, the Partnership is continued if another General Partner remains or if the Limited Partner appoints a Substitute General Partner.
- (b) Distribution. Upon liquidation, after payment or provisions for creditors, an amount equal to the sum of the capital accounts of all Partners whose capital accounts are then in amounts greater than zero shall be distributed to such Partners, in the ratios that their respective capital accounts bear to all Partners are equal to zero, then to any Partner who has not theretofore received aggregate cumulative cash distributions equal to such Partner's then aggregate cash capital contribution to the Partnership in the amount of such deficiency, then to the Partners in the same ratio of any net proceeds of a capital transactions as described in Paragraph 7.2(b) of the Partnership Agreement.

BOX 170