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2000-03-30 15:56:49

Cook County Recorder 25.00

LPR303/29/00:01:3033: 125.00 CK02
SOSIL 5016456 FILED 201

Form LP 201
(Rev. Jan. 1999)

Filing Fee \$75

SUBMIT IN DUPLICATE!

File # S016456

Assigned by
Secretary of State

Return to: Department of
Business Services
Limited Partnership Division
Room 357, Howlett Building
Springfield, IL 62756
Telephone: (217) 785-8960
http://www.sos.state.il.us.

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 OF LIMITED PARTNERSHIP
(Illinois limited partnership)
(Please type or print clearly)



1. Limited partnership's name: Brennan Belnap, L.P.

2. The address, including county, of the office at which the records required by Section 104 are to be kept is: (P.O. Box alone and c/o are unacceptable) 7935 W. 92nd Street
Hickory Hills, IL 60437 Cook

3. Federal Employer Identification Number (F.E.I.N.): Applied for

4. This certificate of limited partnership is effective on: (Check one)
a) the filing date, or b) another date later than but not more than 60 days subsequent to the filing date: _____
(month, day, year)

5. The limited partnership's registered agent's name and registered office address is:

Registered agent:	<u>Richard</u>	<u>T.</u>	<u>Reibman</u>
	First name	Middle name	Last name
Registered Office:	<u>25 East Washington</u>		<u>Suite 1000</u>
(P.O. Box alone and c/o are unacceptable)	Number	Street	Suite #
	<u>Chicago</u>	<u>Cook</u>	<u>Illinois 60602</u>
	City	County	ZIP Code

6. The limited partnership's purpose(s) is: To engage in the business of buying, selling, and otherwise effecting transactions in Commodities.

IRS Business Code Number is: 6299

7. Dissolution date is: Perpetual or August 1, 2002
(month, day, year)

BOX 312

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Property of Cook County Clerk's Office

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Form LP 201
(Rev. Jan. 1999)

LPR303/29/00:01:3033: 125.00 CK02
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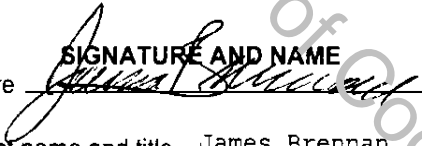
8. The total aggregate dollar amount of cash, property and services contributed by all partners is
\$101,000

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

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 of limited partnership.

SIGNATURE AND NAME		BUSINESS ADDRESS	
1. Signature		Number/Street	7935 W. 92nd Street
Type or print name and title	James Brennan	City/town	Hickory Hills
General Partner			
Name of General Partner if a corporation or other entity		State	Illinois ZIP Code 60457
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!

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BRENNAN BELNAP FILED 29/00:01:3033: 125.00 CK02
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PARTNERS' MEMBERSHIP TERMINATION AND DISTRIBUTION RIGHTS

Without cause, Limited Partner may withdraw from the Partnership upon thirty days notice. Following notice, General Partner shall continue to receive his draw until the thirty days have expired, but following notice General Partner shall not make any trades for the Partnership and shall immediately close out all open trading positions. With cause, Limited Partner may withdraw from the Partnership without notice.

For purposes of this Agreement, "cause" includes, but is not necessarily limited to, (a) General Partner's failure to deliver trading cards to his clearing firm for processing in a timely manner, (b) General Partner's failure at any time to follow the rules and regulations of any applicable exchange or regulatory agency or association, (c) General Partner's breach of any obligation hereunder or (d) Limited Partner reasonably deems himself insecure.

If General Partner resigns from the Partnership prior to the expiration of the term hereof or if Limited Partner withdraws from the Partnership with cause, General Partner agrees that he shall not trade in any stock index futures pit at the Chicago Mercantile Exchange for a period of one year following such resignation or withdrawal. General Partner shall be excused from compliance with the obligation set forth in the immediately preceding sentence if General Partner pays to Limited Partner an amount equal to the highest cumulative gross profits from trading earned during any rolling 12 month period prior to the buy-out. Such payment shall be due and payable in good funds prior to the time, if any, General Partner desires to trade in a stock index futures pit.

After the payment of all of the debts, obligations and liabilities of the Partnership, any remaining assets shall be distributed in accordance with the Partner's positive capital account after final allocations of Net Income and Losses as provided in Article 4 of the Limited Partnership Agreement.

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