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AMENDMENT AND RESTATEMENT OF  
LIMITED LIABILITY COMPANY AGREEMENT

OF

WESTFIELD PLAZA, LLC

an Illinois limited liability company

Dated as of August 9, 2011

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## TABLE OF CONTENTS

<b>SECTION 1.</b>	<b>FORMATION OF LIMITED LIABILITY COMPANY .....</b>	<b>1</b>
<b>SECTION 2.</b>	<b>NAME .....</b>	<b>1</b>
<b>SECTION 3.</b>	<b>DEFINITIONS .....</b>	<b>1</b>
<b>SECTION 4.</b>	<b>BUSINESS OF THE COMPANY .....</b>	<b>3</b>
<b>SECTION 5.</b>	<b>TERM.....</b>	<b>3</b>
<b>SECTION 6.</b>	<b>PRINCIPAL PLACE OF BUSINESS.....</b>	<b>3</b>
<b>SECTION 7.</b>	<b>REGISTERED AGENT; REGISTERED OFFICE .....</b>	<b>3</b>
<b>SECTION 8.</b>	<b>CAPITAL CONTRIBUTIONS; NO WITHDRAWAL OR RESIGNATION .....</b>	<b>3</b>
<b>SECTION 9.</b>	<b>DISTRIBUTIONS.....</b>	<b>3</b>
<b>SECTION 10.</b>	<b>ALLOCATION OF INCOME AND LOSSES.....</b>	<b>4</b>
<b>SECTION 11.</b>	<b>WITHHOLDING .....</b>	<b>4</b>
<b>SECTION 12.</b>	<b>BOOKS AND RECORDS AND ACCOUNTING.....</b>	<b>5</b>
<b>SECTION 13.</b>	<b>COMPANY FUNDS .....</b>	<b>5</b>
<b>SECTION 14.</b>	<b>MANAGEMENT .....</b>	<b>5</b>
<b>SECTION 15.</b>	<b>MEETINGS.....</b>	<b>6</b>
<b>SECTION 16.</b>	<b>VOTING .....</b>	<b>7</b>
<b>SECTION 17.</b>	<b>LIABILITY, INDEMNIFICATION AND EXCULPATION.....</b>	<b>7</b>
<b>SECTION 18.</b>	<b>ASSIGNMENT OF MEMBERSHIP INTERESTS AND NEW MEMBERS.....</b>	<b>8</b>
<b>SECTION 19.</b>	<b>DISSOLUTION.....</b>	<b>9</b>
<b>SECTION 20.</b>	<b>WINDING UP AND DISTRIBUTION OF ASSETS.....</b>	<b>9</b>
<b>SECTION 21.</b>	<b>CONFLICT OF INTEREST.....</b>	<b>10</b>
<b>SECTION 22.</b>	<b>TAXATION .....</b>	<b>10</b>
<b>SECTION 23.</b>	<b>NOT A PUBLICLY TRADED PARTNERSHIP.....</b>	<b>11</b>
<b>SECTION 24.</b>	<b>MISCELLANEOUS .....</b>	<b>11</b>
<b>SCHEDULE I</b>	<b>MEMBERS.....</b>	<b>14</b>

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## AMENDMENT AND RESTATEMENT OF LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF WESTFIELD PLAZA, LLC

The Operating Agreement of WESTFIELD PLAZA, LLC, a Illinois limited liability company (the “Company”), dated November 18, 2004, is hereby amended and restated in full as of August 9, 2011, by and among the Members listed on Schedule I attached hereto.

**SECTION 1. Formation of Limited Liability Company.** The original Members have formed the Company as a limited liability company pursuant to the Act and for that purpose caused Articles of Organization to be filed with the Secretary on November 18, 2004. The rights and duties of the Members shall be as provided in the Act, except as modified by this Agreement. For and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Members executing this Agreement hereby agree to the terms and conditions of this Agreement, as it may from time to time be amended according to its terms.

**SECTION 2. Name.** The business of the Company shall be conducted under the name “WESTFIELD PLAZA, LLC”.

### **SECTION 3. Definitions.**

For purposes of this Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

(a) “Act” means the Illinois Limited Liability Company Act, Illinois Code Title 805, Sections 180/1 et seq., as amended from time to time.

(b) “Agreement” means this Limited Liability Company Operating Agreement, as amended, modified or supplemented from time to time.

(c) “Capital Account” means, with respect to each Member, the account established on the books and records of the Company for such Member. Each Member’s Capital Account shall initially equal the value of the Capital Contribution to the Company made by the Member as set forth on Schedule I attached hereto. During the term of the Company, each Member’s Capital Account shall be (i) increased by the amount of (w) income and gain allocated to the Member and (x) any cash or property subsequently contributed by the Member to the Company, and (ii) decreased by the amount of (y) loss and deduction allocated to the Member and (z) all cash and property distributed to the Member, and shall otherwise be kept in accordance with applicable United States Treasury Regulations promulgated under Section 704(b) of the Code.

(d) “Capital Contribution” means the total amount of cash or other property contributed to the Company, or services rendered to the Company, by a Member. Contributed property shall be valued at fair market value, net of any liabilities assumed to which the contributed property is subject.

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- (e) “Code” means the United States Internal Revenue Code of 1986, as amended, modified or rescinded from time to time, or any similar provision of succeeding law.
- (f) “Company” has the meaning set forth in Section 1.
- (g) “IRS” means the United States Internal Revenue Service or any successor entity.
- (h) “Majority Interest” means more than 50% of all Membership Interests.
- (i) “Manager” means any Person elected by the Members to manage the Company in accordance with Section 14.
- (j) “Member” means any Person with a Membership Interest in the Company.
- (k) “Membership Interest” means the percentage interest in the Company of a Member as set forth opposite such Member’s name on Schedule I attached hereto as amended, modified or supplemented from time to time.
- (l) “Net Cash Flow” means for any period the amount, computed on a cash basis, equal to:
- (i) the sum of (A) gross receipts from business operations, all investment income and investment gain of the Company and all other cash received by the Company, all without double counting and (B) any amounts released from Reserves;
- decreased by:
- (ii) the sum of (A) disbursements of the Company for operating expenses, expenditures for capital investments and reinvestments, principal payments on indebtedness, interest and other expenses, including any repayment of indebtedness required or elected to be made in connection with any refinancing, sale or other event, and (B) any increase in Reserves.
- (m) “Person” means any individual, corporation, partnership, association, limited liability company, trust, estate or other enterprise or entity.
- (n) “Reserves” means the reasonable reserves established and maintained from time to time in amounts reasonably determined by the Manager to be adequate and sufficient for current and future operating and working capital and to pay for taxes, insurance, service of indebtedness, amortization of indebtedness, repairs, replacements or renewals, management fees or other costs and expenses incident to the Company’s business or otherwise to provide for the long-term goals of the Company or any other purpose, including reserves for unforeseen or contingent liabilities, debts or obligations.
- (o) “Secretary” means the Secretary of State of Illinois.
- (p) “Treasury Regulations” means the income tax regulations, including any temporary regulations, from time to time promulgated under the Code.

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**SECTION 4. Business of the Company.** The purpose of the Company is to carry on any lawful business, purpose or activity for which limited liability companies may be organized under Section 1-25 of the Act.

**SECTION 5. Term.** The term of the Company began upon the filing of the Articles of Organization with the Secretary and shall continue until the date as of which the Company is dissolved in accordance with this Agreement or by law.

**SECTION 6. Principal Place of Business.** The principal place of business of the Company shall be located at 9305 S Octavia Ave., Bridgeview, Illinois 60455. The Manager may, from time to time, change the principal place of business of the Company and/or establish additional places of business of the Company.

**SECTION 7. Registered Agent; Registered Office.** The registered agent for the service of process shall be Montaser Ijbara. The registered office shall be 9305 S. Octavia, Bridgeview, IL 60455. The Manager may, from time to time, change the registered agent or office through appropriate filings with the Secretary.

**SECTION 8. Capital Contributions; No Withdrawal or Resignation.**

(a) **Initial Capital Contributions.** Each Member has made the Capital Contribution set forth opposite such Member's name on Schedule I attached hereto and has received the Membership Interest set forth opposite such Member's name on such Schedule.

(b) **Additional Capital Contributions; Interest.** No Member shall be obligated to make any additional Capital Contribution. Upon any additional Capital Contribution made by any Member, the Membership Interests of the Members shall be adjusted accordingly and shall be set forth on an amendment to Schedule I attached hereto approved by the Manager. No Member has any obligation to restore a deficit balance in such Member's Capital Account or to make any contributions to the Company in order to restore such deficit balance. No Member shall be paid interest on any Capital Contribution.

(c) **Liability for Promised Contributions.** A Member's promise to make a Capital Contribution to the Company is not enforceable unless in writing and signed by the Member. A Member is obligated for promises to make Capital Contributions, even if the Member is unable to perform because of death, disability, or any other reason. If a Member does not make the Member's required contribution of services or property, the Member is obligated, at the option of the Company, to contribute cash equal to the value of the required contribution.

(d) **Withdrawal and Resignation; No Return of Capital Contribution.** A Member may not withdraw or resign as a Member unless such resignation or withdrawal is approved by the unanimous written consent of the Members. No Member shall be entitled to receive any part of such Member's Capital Contribution or any distribution from the Company in connection with a withdrawal or resignation by such Member.

**SECTION 9. Distributions.** Net Cash Flow shall be distributed among the Members in accordance with their respective Membership Interests from time to time as determined by the unanimous written consent of the Members. In the event the Company is subject to any tax or

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other obligation (including, without limitation, the Illinois Personal Property Replacement Tax) which is attributable to the interest of one or more Members in the Company, but fewer than all the Members, such tax or other obligation shall be specially allocated to, and charged against the Capital Account of, such Member or Members, and the amounts otherwise distributable to such Member or Members pursuant to this Agreement shall be reduced by such amount.

## **SECTION 10. Allocation of Income and Losses.**

(a) Allocations. Items of income, gain, loss, tax deduction, tax credit and tax preference to be allocated among the Members shall be allocated in accordance with their respective Membership Interests.

(b) Change in Membership Interests. If there is a change in any Member's Membership Interest during any year, allocations among the Members shall be made in accordance with their Membership Interests in the Company from time to time during such year in accordance with Section 706 of the Code using the closing-of-the-books method, except that depreciation, amortization and similar items shall be deemed to accrue ratably on a daily basis over the entire year during which the corresponding asset is owned by the Company for the entire year, and over the portion of a year after such asset is placed in service by the Company if such asset is placed in service during the year.

(c) Special Rules.

(i) If any Company asset has a book value different than its adjusted tax basis to the Company for federal income tax purposes (whether by reason of the contribution of such property to the Company, the revaluation of such property hereunder or otherwise), allocations of income, gain, loss, deduction, credit and tax preference under this Section 10 with respect to such asset shall take account of any variation between the adjusted tax basis of such asset for federal income tax purposes and its book value in the manner prescribed by Section 704(c) of the Code or the principles set forth in Section 1.704-1(b)(2)(iv)(g) of the Treasury Regulations, as the case may be, using the traditional method without curative or remedial allocations.

(ii) Items of income, gain, loss, deduction, credit and tax preference for state and local income tax purpose shall be allocated to and among the Members in a manner consistent with the allocation of such items for federal income tax purposes in accordance with the foregoing provisions of this Section 10.

(d) Allocations of Non-Recourse Liabilities and Minimum Gain Chargeback. Allocations attributable to non-recourse liabilities shall be made consistent with Section 1.704-2 of the Treasury Regulations including the minimum gain chargeback requirement of Section 1.704-2(f) of the Treasury Regulations.

**SECTION 11. Withholding.** The Company is authorized to withhold from distributions to be made to a Member, or with respect to allocations to a Member, and to pay over to a federal, state or local government, any amounts required to be withheld pursuant to the Code or any provisions of any other federal, state or local law. Any amounts so withheld shall be treated as distributed to such Member pursuant to this Section 11 for all purposes of this



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Agreement and shall be offset against the net amounts otherwise distributable to such Member. The Company may also withhold from distributions that would otherwise be made to a Member, and apply to the obligations of such Member, any amounts that such Member owes to the Company. In addition, any tax imposed upon the Company resulting from the Membership Interest of any Member shall be treated as a distribution to such Member and shall reduce future distributions of Net Cash Flow to such Member.

## **SECTION 12. Books and Records and Accounting.**

(a) Books and Records. The Company shall maintain complete and accurate books and records of the Company's business and affairs in accordance with generally accepted accounting principles, consistently applied. The books and records shall be maintained at the principal place of business of the Company and shall be accessible to the Members in accordance with the Act.

(b) Fiscal Year; Accounting. The Company's fiscal year shall be the calendar year. The accounting methods and principles to be followed by the Company shall be selected from time to time by the Manager.

(c) Reports. The Company shall provide to the Members reports concerning the financial condition and results of operation of the Company and the Members' Capital Accounts within ninety (90) days after the end of each fiscal year.

**SECTION 13. Company Funds.** The funds of the Company shall be deposited in such bank or other financial institution account or accounts, or invested in such interest-bearing or non-interest-bearing investments, as shall be designated by the Manager. All withdrawals from any such bank accounts shall be made only by the Manager or by individuals duly appointed by the Manager.

## **SECTION 14. Management.**

(a) Manager. The business of the Company shall be managed by or under the authority of the Manager. The initial Manager shall be AMIN IJBARA. The Manager shall serve until a successor is elected or qualified or until the earlier death, resignation or removal of the Manager. If a vacancy occurs, the Manager shall be elected by the Majority interest at a meeting of Members.

(b) Resignation. The Manager may resign at any time by giving written notice to all Members.

(c) Removal. The Manager may be removed with or without cause by the unanimous written consent of the Members.

(d) Limitations on Powers. The Manager shall not have any power, right or authority to take any action requiring Member approval as set forth in Section 16 in the absence of the requisite Member approval.

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(e) Compensation. The Manager shall receive such compensation as shall from time to time be determined by the Members and shall be reimbursed by the Company for any reasonable out-of-pocket expenses incurred by the Manager on behalf of the Company.

(f) Officers; Agents. The Manager shall have the power to appoint any person or persons as agents (who may be referred to as officers) and to hire employees or other agents to act for the Company with such titles, if any, as the Manager deems appropriate and to delegate to such officers, employees or agents such of the powers as are granted to the Manager hereunder. The officers, employees or agents so appointed may have such titles as the Manager shall deem appropriate, which may include (but need not be limited to) Chairman, President, Chief Executive Officer, Executive Vice President, Vice President, Chief Operating Officer, Chief Financial Officer, Treasurer, Controller, Secretary or Assistant Secretary. Unless the authority of the agent designated as the officer in question is limited by the Manager, any officer so appointed shall have the same authority to act for the Company as a corresponding officer of an Illinois corporation would have to act for an Illinois corporation in the absence of a specific delegation of authority. The Manager, in its sole discretion, may ratify any act previously taken by an officer, employee or agent acting on behalf of the Company, such ratification to be effected by vote, resolution or otherwise, provided that such vote, resolution or other action would have been sufficient hereunder to authorize the taking of such act by such officer or agent. The Manager may from time to time determine the compensation of any employees, agents and officers of the Company or may delegate some or all compensation decisions to officers or employees of the Company.

(g) Binding Authority. Only the Manager, or an officer appointed by the Manager, shall have the authority to bind the Company and no Member, acting solely in such capacity as a Member, shall have the authority to bind the Company.

## SECTION 15. Meetings.

(a) Meetings of Members. Meetings of Members for any proper purpose may be called at any time by any Member or Members whose Membership Interest(s) equal or exceed 5% or by the Manager. Members may participate in any meeting through the use of a conference telephone or similar communications equipment by means of which all individuals participating in the meeting can hear each other, and such participation shall constitute presence in person at the meeting. The Company shall give written notice of the date, time, place and purpose of any meeting to all Members at least ten (10) days and not more than sixty (60) days prior to the date fixed for the meeting. Notice may be waived by any Member.

(b) Consent of Members. Any action required or permitted to be taken at any meeting of Members may be taken by a written consent without a meeting, without prior notice and without a vote. The written consent shall set forth the action so taken and shall be signed by Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voting. Prompt notice of the taking of action by written consent shall be given to all Members who did not sign the written consent.



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## SECTION 16. Voting.

(a) Members. Except as provided below, the affirmative vote or written consent of a Majority Interest shall decide all matters properly brought before the Members.

(b) Voting. A Member may vote either in person or by written proxy or consent signed by the Member or by his duly authorized attorney in fact.

(c) Actions Requiring Member Approval. Notwithstanding any other provision of this Agreement, unanimous written consent of the Members shall be required to approve the following matters:

- (i) The dissolution or winding up of the Company;
- (ii) The merger or consolidation of the Company;
- (iii) The sale, exchange, transfer, contribution, mortgage, pledge, encumbrance, lease or other disposition or transfer of all or substantially all of the assets of the Company; and
- (iv) The declaration of any distributions to the Members.

Notwithstanding any other provision of this Agreement, the unanimous written consent of the Members shall be required to approve amendments to this Agreement, except for amendment of Schedule I pursuant to Section 8(b).

## SECTION 17. Liability, Indemnification and Exculpation.

(a) Member's or Manager's Liability. The debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member or Manager shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or Manager.

(b) Reimbursement and Indemnification. The Company shall reimburse a Member for payments made and indemnify a Member for liabilities incurred by the Member in the ordinary course of the business of the Company or for the preservation of the business or property of the Company. The Company shall reimburse a Member for an advance to the Company beyond the amount of the Capital Contribution the Member agreed to make.

(c) Indemnification. The Company shall indemnify, in accordance with and to the full extent now or hereafter permitted by law, any Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including, without limitation, an action by or in the right of the Company) by reason of the fact that such Person is or was a Manager, Member or officer of the Company (and the Company may so indemnify a Person by reason of the fact that such Person is or was an employee or agent of the Company, or is or was serving at the request of the Company as a director, trustee, member, manager, officer, employee or agent of another

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limited liability company, corporation, partnership, joint venture, trust or other enterprise), against any liabilities, expenses (including, without limitation, attorneys' fees and expenses and any other costs and expenses incurred in connection with defending such action, suit or proceeding), judgments, fines and amounts paid in settlement actually and reasonably incurred by such Person in connection with such action, suit or proceeding if such Person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption (a) that the Person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company, or (b) with respect to any criminal action or proceeding, that the Person had reasonable cause to believe that his or her conduct was unlawful. "Other enterprise" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a Person with respect to an employee benefit plan, and references to serving at the request of the Company shall include, without limitation, any service as a member, manager, officer, employee or agent of the Company or any other entities in which it has an ownership interest which imposes duties on, or involves services by, such member, manager, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries.

## **SECTION 18. Assignment of Membership Interests and New Members.**

(a) **Assignment.** A Membership interest shall not be assignable in whole or in part, except as expressly provided in this Agreement. Any attempted action in contravention of this Section 18 shall be void and of no force or effect. An assignment of a Membership Interest shall not entitle the assignee to become or to exercise any rights or powers of a Member until such assignee is admitted as a Member in accordance with this Agreement. An assignment shall entitle the assignee only to receive such distributions, to share in such profits and to receive such allocations of income, gain, loss, deduction, credit, tax preference and similar items to which the assignor was entitled to the extent assigned.

(b) **Assignment of Membership Interest.** Any Member (the "Assigning Member") shall have the right to assign the whole or any portion of his, her or its interest in the Company if such assignment is consented to in writing by all of the Members, but only if such assignment is to (i) the Company, (ii) any other Member, (iii) any ancestor or descendant of any Member, (iv) a trust or custodial arrangement for the primary benefit of any of the persons described in the preceding clauses (ii) and (iii), or (v) a person who is a beneficiary of a Member, if the Member is a trust or custodial arrangement. Any assignment under this Section 18(b) may be made only by a written assignment, the terms of which are not in contravention of any of the provisions of this Agreement, which assignment has been duly executed by the Assigning Member and the assignee, received by the Company and recorded on the books of the Company. If any Member attempts to transfer or actually has transferred such Member's interest in the Company or any portion of the economic benefit thereof without the unanimous written consent of the Members as hereinabove provided or to an assignee not described in this Section 18(b), the Company shall have the right for a period of 60 days from the date that the Company had actual notice of the attempted or actual transfer to redeem all or any part of the interest in the Company of such Member (the "Transferor Member"), by written notice delivered to the Transferor Member. The

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redemption price shall be the fair market value (including all applicable discounts) of the Transferor Member's interest in the Company being redeemed. Such fair market value shall be agreed to by the Manager and the Transferor Member or, if there is no such agreement by the date thirty days after the Transferor Member's receipt of the written notice of redemption, shall be determined by appraisal. The appraiser shall be jointly selected by the Transferor Member and the Manager. If the Manager is also the Transferor Member, then the other Members shall act in place of the Manager for all purposes of this Section. One-half of the cost of the appraisal shall be paid by the Transferor Member and one-half by the Company. Payment of the redemption price shall be made in equal annual installments for a period of 20 years, with interest at the "Applicable Rate" per year commencing upon the date of the redemption. The Company may prepay all or any portion of the amount owed by it at any time without penalty. Payment shall be made to such Member or to such Member's legally authorized personal representative with cash or other Company assets. The Company shall not be obligated to convey a proportionate interest in each asset of the Company in payment of the redemption price. The "Applicable Rate" shall be the long-term applicable federal rate for the month that includes the date of the redemption.

(c) Limitations on Assignment. No Member may assign any Membership Interest (or portion thereof or interest therein) and no Person shall become a Member, unless in the opinion of counsel selected by or acceptable to the Manager, such action will not subject the Company to federal income taxation as an association taxable as a corporation, terminate the Company pursuant to Section 708(b) of the Code or violate applicable state or federal securities laws.

(d) New Members. A Person, including, without limitation, an assignee of a Membership Interest, shall be admitted as a Member only upon (i) the written consent of all other Members, which consent may be granted or withheld in the sole and absolute discretion of each Member whose consent is required hereby and (ii) the execution by such Person of this Agreement. Until the assignee of a Membership Interest is admitted as a Member, the assignor, subject to the last sentence of Section 18(a), shall continue to be a Member. An assignee who does not become a Member shall have no right to require any information or account of the Company transactions or to inspect the Company's books and records; such assignee is only entitled to receive the share of the profits or other compensation by way of income, or the return of the Capital Contribution, to which such assignee's assignor would otherwise be entitled.

## **SECTION 19. Dissolution.**

The Company shall be dissolved and terminated upon the happening of the first to occur of any of the following events:

- (a) The unanimous written consent of the Members for the dissolution or winding up of the Company; and
- (b) Judicial or administrative dissolution pursuant to the Act.

## **SECTION 20. Winding Up and Distribution of Assets.**

(a) Winding Up. If the Company is dissolved, the Manager shall wind up the affairs of the Company.

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(b) Distribution of Assets. Upon the winding up of the Company, the Manager shall pay or make reasonable provision to pay all claims and obligations of the Company, including all costs and expenses of the liquidation and all contingent, conditional, or unmatured claims and obligations that are known to the Manager but for which the identity of the claimant is unknown. If there are sufficient assets, such claims and obligations shall be paid in full and any such provision shall be made in full. If there are insufficient assets, such claims and obligations shall be paid or provided for according to their priority and, among claims and obligations of equal priority, ratably to the extent of assets available therefor. Any remaining assets shall be distributed as follows:

(i) First, to creditors, including Members in their capacities as creditors, in the order of priority as provided by law; and

(ii) Second, to Members in accordance with their respective positive Capital Accounts, after giving effect to all contributions, distributions and allocations for all periods.

**SECTION 21. Conflict of Interest.** No Manager or Member shall be required to act hereunder as its sole and exclusive business activity and any Manager or Member may have other business interests and engage in other activities in addition to those relating to the Company. Neither the Company nor any Manager or Member shall have any right by virtue of this Agreement in or to any other interests or activities or to the income or proceeds derived therefrom. A Manager or Member may transact business with the Company and, subject to applicable laws, has the same rights and obligations with respect thereto as any other Person. No transaction between a Manager or Member and the Company shall be voidable solely because a Manager or Member has a direct or indirect interest in the transaction if either the transaction is fair and reasonable to the Company or the percentage or number of disinterested Members as required under this Agreement or applicable law, authorize, approve or ratify the transaction.

## **SECTION 22. Taxation.**

(a) Status of the Company. The Members acknowledge that this Agreement creates a partnership for federal and state income tax purposes (and only for such purposes), and hereby agree not to elect to be excluded from the application of Subchapter K of Chapter 1 of Subtitle A of the Code or any similar state statute.

(b) Tax Elections. The Manager shall, upon the written request of any Member benefited thereby, cause the Company to file an election under Section 754 of the Code and the Treasury Regulations thereunder to adjust the basis of the Company assets under Section 734(b) or 743(b) of the Code and a corresponding election under the applicable sections of state and local law. The Manager shall have the authority to make all other Company elections permitted under the Code, including elections of methods of depreciation.

(c) Company Tax Returns. The Manager shall cause the necessary federal income and other tax returns and information returns for the Company to be prepared. Each Member shall provide such information, if any, as may be needed by the Company for purposes of preparing such tax returns and information returns. The Manager shall deliver to each Member

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within ninety (90) days after the end of each fiscal year a copy of the federal income tax returns for the Company as filed with the appropriate taxing authorities, and upon the written request of any Member, a copy of any state and local income tax return as filed.

(d) Tax Audits.

(i) AMIN IJBARA shall be the Company's tax matters Member (the "Tax Matters Member") with respect to federal income tax audits. If at any time the Tax Matters Member cannot or elects not to serve as the Tax Matters Member, is removed by the Members as the Tax Matters Member or ceases to be a Member, a Majority Interest shall select another Member to be the Tax Matters Member.

(ii) The Company shall promptly deliver to each Member a copy of all notices, communications, reports or writings of any kind with respect to income or similar taxes received from any state or local taxing authority relating to the Company that might materially and adversely affect each Member, and shall keep such Members advised of all material developments with respect to any proposed adjustment of Company items that come to its attention.

(iii) Each Member shall continue to have the rights described in this Section 22(d) with respect to tax matters relating to any period during which it was a Member, whether or not it is a Member at the time of the tax audit or contest.

**SECTION 23. Not a Publicly Traded Partnership.**

All interests in the Company have been or will be issued in a transaction or transactions that were not required to be registered under the Securities Act of 1933 (the "1933 Act"), and to the extent such offerings or sales were not required to be registered under the 1933 Act by reason of Regulation S (17 CFR 230.901 through 230.904) or any successor thereto, such offerings or sales would not have been required to be registered under the 1933 Act if the interests so offered or sold had been offered and sold within the United States.

**SECTION 24. Miscellaneous.**

(a) Governing Law. This Agreement and any controversies, claims or arbitration hereunder shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law rules.

(b) Binding Effect. Except as otherwise specifically provided herein, this Agreement shall be binding upon and inure to the benefit of the parties and their legal representatives, heirs, administrators, executors, successors and assigns.

(c) Pronouns and Number. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in either the masculine, the feminine or the neuter gender shall include the masculine, feminine and neuter.



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(d) Captions. Captions or section headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision hereof.

(e) Enforceability. If any provision of this Agreement, or the application of the provision to any Person or circumstance shall be held invalid, the remainder of this Agreement, or the application of that provision to Persons or circumstances other than those with respect to which it is held invalid, shall not be affected thereby. To the extent any provision of this Agreement is prohibited or ineffective under the Act, this Agreement shall be considered amended to the smallest degree possible in order to make this Agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to make valid any provision of this Agreement that was formerly held invalid, such provision shall be considered to be valid from the effective date of such interpretation or amendment.

(f) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

(g) Notices. Any notices permitted or required under this Agreement shall be deemed to have been given when delivered in Person or by courier or three (3) days after being deposited in the United States mail, postage prepaid, and addressed to the Company at its principal place of business and to any Member at the address reflected on the books and records of the Company.

(h) Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties hereto with respect to the matters set forth herein and supersedes all prior understandings or agreements between the parties with respect to such matters. This Agreement, including all schedules hereto, may only be amended, modified or supplemented by written agreement signed, or approved in accordance with Section 16(c), by all parties to this Agreement; provided that Schedule I may be modified by the Manager pursuant to Section 8(b).

(i) Further Assurances. The Members shall execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purposes of this Agreement. Each Member shall execute all such certificates and other documents and shall do all such filing, recording, publishing, and other acts as the Manager deems appropriate to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules, and regulations relating to the acquisition, operation, or holding of the property of the Company.

(j) Third Parties. Nothing in this Agreement, whether express or implied, shall be construed to give any Person other than a Member or the Company any legal or beneficial or other equitable right, remedy or claim under or in respect of this Agreement, any covenant, condition, provision or agreement contained herein or the property of Company.

(k) Facsimile Signatures. The facsimile signature of any Manager or Member may be used at all times and for all purposes in place of an original signature.

(l) Reliance upon Books, Reports and Records. Unless he has knowledge concerning the matter in question which makes his reliance unwarranted, each Manager and Member shall,

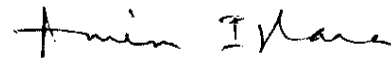
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in the performance of his duties hereunder, be entitled to rely on information, opinions, reports or statements, including, without limitation, financial statements and other financial data, if prepared or presented by one or more employees or other agents of the Company or by legal counsel, accountants or other Persons as to matters such Manager or Member reasonably believes to be within such Person's professional or expert competence.


(m) Time Periods. In applying any provision of this Agreement which requires that an act be done in or not done in a specified number of days prior to an event or that an act be done during a period of a specified number of days, calendar days shall be used, the day of the doing of the act shall be excluded, and the day of the event shall be included.

(n) Waiver. No failure by any Manager or Member to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach or any other covenant, duty, agreement or condition.

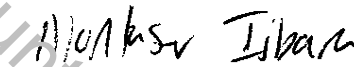
IN WITNESS WHEREOF, the undersigned Members have executed this Restated Agreement as of the date first set forth above.



AMIN IJBARA



ITEDAL IJBARA



MONTASER IJBARA

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## SCHEDULE I

## MEMBERS

<u>NAME AND ADDRESS</u>	<u>SOCIAL SECURITY OR TAXPAYER ID #</u>	<u>PERCENTAGE MEMBERSHIP INTEREST</u>
AMIN IJBARA 9305 S. Octavia Bridgeview, IL 60455	[REDACTED]	5.00%
ITEDAL IJBARA 9305 S. Octavia Bridgeview, IL 60455	[REDACTED] 0829	67.00%
MONTASER IJBARA 9305 S. Octavia Bridgeview, IL 60455	[REDACTED] 3388	28.00%