CERTIFICATE OF LIMITED PARTNERSHIP
OF
B. C. ENTERPRISES

The undersigned do hereby certify and acknowledge that they have formed a limited partnership, hereinafter sometimes referred to as the "Partnership", and the undersigned do hereby further certify as follows:

I. The name of the Partnership is B. C. ENTERPRISES.

II. The purpose of the Partnership shall be to carry on the business of investing in real estate by purchasing, owning, holding, selling and otherwise exploiting the real estate commonly known as 5650-58 W. Belmont, 5610-28 W. Belmont, 5630-48 W. Belmont, and 5623-25 W. Belmont, and all appurtenances thereto, in the City of Chicago, Illinois, legally described in Exhibit A attached hereto and made a part hereof (the "Property").

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III. The location of the principal place of business of the Partnership shall be 899 Skokie Boulevard, Northbrook, Illinois, 60062 with subsidiary offices in such other places within and without the State of Illinois as may be selected from time to time by the General Partner.

IV. The name and address of the General Partner of the Partnership is as follows:

Belmont Central Corporation
c/o Sugar, Friedberg & Felsenthal
200 West Madison Street
Suite 3550
Chicago, Illinois 60606

The names and addresses of the Limited Partners are as follows:

1. Kenneth H. Foreman
26 Glendon Road
Woods Hole, Massachussetts 02543

2. Peter B. Foreman Revocable Trust
120 S. LaSalle Street
Suite 1330
Chicago, Illinois

3. Martha Jane B-K Trust
c/o Sugar, Friedberg & Felsenthal
200 West Madison Street
Suite 3550
Chicago, Illinois 60606

4. Laura Sue B-K Trust
c/o Sugar, Friedberg & Felsenthal
200 West Madison Street
Suite 3550
Chicago, Illinois 60606

5. Katherine Anne B-K Trust
c/o Sugar, Friedberg & Felsenthal
200 West Madison Street
Suite 3550
Chicago, Illinois 60606

6. Thomas Baizer B-K Trust
c/o Sugar, Friedberg & Felsenthal
200 West Madison Street
Suite 3550
Chicago, Illinois 60606

V. The term for which the Partnership is to exist is until December 31, 2025, unless sooner terminated in the event of:

(a) the dissolution, bankruptcy, liquidation or withdrawal of the General Partner if such General Partner be a

corporation or a partnership, or the death, withdrawal, insanity, incompetency or bankruptcy of the General Partner, if such General Partner be an individual; provided, however, that upon written election of Limited Partners entitled to one hundred percent (100%) of the net profits of the Partnership, a new General Partner or General Partners may be named and the business of the Partnership shall continue;

(b) the sale, exchange or involuntary conversion of all or substantially all of the Partnership's noncash assets.

VI. The amount of cash and other property contributed by each Limited Partner is as follows:

Kenneth H. Foreman	$300,000
Peter B. Foreman Revocable Trust	$300,000
Martha Jane B-K Trust	$ 75,000
Laura Sue B-K Trust	$ 75,000
Katherine Anne B-K Trust	$ 75,000
Thomas Baizer B-K Trust	$ 75,000

VII. Except as provided herein, no Limited Partner shall be required to make additional contributions to the Partnership beyond the amounts provided for in Article VI hereof.

The amount of any Illinois Personal Property Tax Replacement Income Tax or any other tax assessed in a similar manner which is required to be paid by the Partnership with respect to any Limited Partner's allocable share of the taxable income of the Partnership shall not be deducted in determining cash flow but shall be debited to the capital account of such Limited Partner.

The amount of such payment shall be deducted from the cash flow distributions otherwise due to be paid to such Limited Partner to the extent thereof and the Partnership shall assess such Limited Partner for any excess which shall then be paid by such Limited Partner to the Partnership forthwith. Each Limited Partner indemnifies the Partnership and the General Partner and agrees to hold them harmless from any liability or loss they might incur by virtue of the assessment of any such tax with respect to such Limited Partner's allocable share of the taxable income of the Partnership.

If upon liquidation of the Partnership a Limited Partner shall have a deficit balance in his capital account following the distribution of Partnership assets, such Limited Partner shall repay the amount of such deficit to the Partnership and such amount shall be distributed among those partners with positive capital account balances in proportion to such positive balances or shall be paid to creditors of the Partnership.

VIII. Contributions of the Limited Partners are not to be returned prior to the occurrence of the termination of the Partnership as provided in Article V hereof.

IX. The share of the net profits or other compensation by way of income which each Limited Partner shall receive by reason of his contribution to the Partnership is as follows:

Kenneth H. Foreman	25%
Peter B. Foreman Revocable Trust	25%
Martha Jane B-K Trust	6.25%
Laura Sue B-K Trust	6.25%
Katherine Anne B-K Trust	6.25%
Thomas Baizer B-K Trust	6.25%

X. No Limited Partner is given the right to substitute any assignee as a contributor in his place, except with the written consent of all the partners, or of the General Partner if the assignor gives the assignee, in writing contained in the instrument of assignment, the right to become a substituted Limited Partner. Provided, however, that upon the allocation or distribution of all or any portion of the Partnership interest of a trust (or other fiduciary arrangement) which is a Limited Partner, each such distributee shall become a Limited Partner hereunder to the extent of the proportionate share of the Partnership interest distributed to him.

XI. Additional Limited Partners may not be admitted to the Partnership.

XII. No Limited Partner is given any priority over any other Limited Partner as to contributions or as to compensation by way of income.

XIII. The General Partner of the Partnership is a sole general

Partner, the Partnership shall be dissolved and its assets liquidated for distribution; provided, however, that a new limited partnership may be formed by written agreement of the Limited Partners entitled to one hundred precent (100%) of the net profits of the Partnership, and their election of a new general partner.

XIV. No Limited Partner is given the right to demand and receive property other than cash in return for his contribution.

IN WITNESS WHEREOF, the undersigned partners have signed and sworn to this certificate.

GENERAL PARTNER:

BELMONT CENTRAL CORPORATION

By: _____
Harold E. Foreman, Jr. President

LIMITED PARTNERS:

Kenneth H. Foreman

PETER B. FOREMAN REVOCABLE TRUST

Peter B. Foreman, TRUSTEE

MARTHA JANE B-K TRUST

Ronald W. Foreman, Co-Trustee

Michael R. Friedberg, Co-Trustee

LAURA SUE B-K TRUST

Ronald W. Foreman, Co-Trustee

Michael R. Friedberg, Co-Trustee

KATHERINE ANNE B-K TRUST

Ronald W. Foreman, Co-Trustee

Michael R. Friedberg, Co-Trustee

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THOMAS BAIZER B-K TRUST

Ronald W. Foreman

Ronald W. Foreman, Co-Trustee

Michael R. Friedberg

Michael R. Friedberg, Co-Trustee

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 8TH day of October, 1985, before me, the undersigned, a notary public in and for said State and County, personally appeared Harold E. Foreman, Jr., on behalf of Belmont Central Corporation, as President thereof, known to me to be the person who executed the within instrument, and swore to and acknowledged to me that he executed the within instrument in the capacity indicated for the uses and purposes set forth therein and that the information set forth therein is true.

Notary Public

My commission expires

8-18-86

85-260321

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 8TH day of October, 1985, before me, the undersigned, a notary public in and for said State and County, personally appeared Kenneth H. Foreman, HAROLD E. FOREMAN, JR., ATTORNEY IN FACT FOR known to me to be the person who executed the within instrument, and swore to and acknowledged to me that he executed the within instrument in the capacities indicated for the uses and purposes set forth therein and that the information set forth therein is true.

Notary Public

My commission expires

8-18-86

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 6TH day of October, 1985, before me, the undersigned, a notary public in and for said State and County, personally appeared Peter B. Foreman, known to me to be the person who executed the within instrument, and swore to and acknowledged to me that he executed the within instrument in the capacity indicated for the uses and purposes set forth therein and that the information set forth therein is true.

Notary Public

My commission expires
6-18-86

-85-260321

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 6TH day of October, 1985, before me, the undersigned, a notary public in and for said State and County, personally appeared Ronald W. Foreman, not individually, but as co-trustee of Martha Jane B-K Trust, Laura Sue B-K Trust, Katherine Anne B-K Trust, and Thomas Baizer B-K Trust, known to me to be the person who executed the within instrument, and swore to and acknowledged to me that he executed the within instrument in the capacity indicated for the uses and purposes set forth therein and that the information set forth therein is true.

Notary Public

My commission expires
8-18-86

85260321

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 8TH day of October, 1985, before me, the undersigned, a notary public in and for said State and County, personally appeared Michael R. Friedberg, not individually, but as co-trustee of Martha Jane B-K Trust, Laura Sue B-K Trust, Katherine Anne B-K Trust, and Thomas Baizer B-K Trust, known to me to be the person who executed the within instrument, and swore to and acknowledged to me that he executed the within instrument in the capacity indicated for the uses and purposes set forth therein and that the information set forth therein is true.

Notary Public

My commission expires
8-18-86

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DEPT-01 RECORDING $21.00
T#1111 TRAN 6579 10/30/85 11:26:00
#0518 # A *-85-260321

CERTIFICATE OF LIMITED PARTNERSHIP OF B.C. ENTERPRISES

EXHIBIT A

Parcel 1: The West 106 feet of the East 228.42 feet of the North 128 feet of the South 161 feet of the South 5 acres of the East 40 acres of the Southeast 1/4 of Section 20, Township 40 North, Range 13, East of the third principal meridian, in Cook County, Illinois.

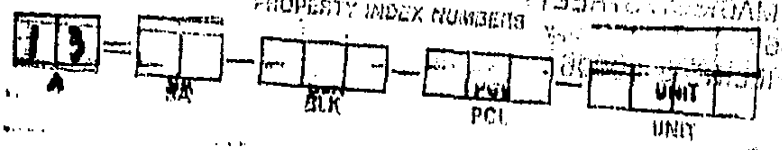
Parcel 2: The West 100.28 feet of the East 328.70 feet (except the South 33 feet thereof and except that part taken for Melrose Street) of the South 5 acres of the East 40 acres of the Southeast 1/4 of Section 20, Township 40 North, Range 13, East of the third principal meridian, in Cook County, Illinois.

Parcel 3: The South 5 acres of the East 40 acres of the Southeast 1/4 of Section 20, Township 40 North, Range 13, East of the third principal meridian (except the East 328.70 feet thereof; also, except the North 200 feet West of the South 233 feet, which lies west of a line which is 538.55 feet West of East line of said Section 20; also, except those parts of said 5 acres taken, used or dedicated for Belmont Avenue, Major Avenue and Melrose Street, in Cook County, Illinois.

Parcel 4: The North 200 feet of the South 233 feet (except the East 538.55 feet thereof and except that part taken or used for Major Avenue) of the South 5 acres of the East 40 acres of the Southeast 1/4 of Section 20, Township 40 North, Range 13, East of the third principal meridian, in Cook County, Illinois.

Parcel 6: Lots 8, 9 and 10 in Block 1 in Schaenberg's subdivision of Block 1, in King and Patterson's subdivision of the Northeast 1/4 of Section 29, Township 40 North, Range 13, East of the third principal meridian, in Cook County, Illinois.

PROPERTY INDEX NUMBERS



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SUGAR, FRIEDBERG & FELSENTHAL
200 WEST MADISON STREET
SUITE 3550
CHICAGO, ILLINOIS 60606

SUGAR, FRIEDBERG & FELSENTHAL
200 WEST MADISON STREET
SUITE 3550
CHICAGO, ILLINOIS 60606