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I M...
Box 416

Donald J. Giamone
519 Princeton
Hinsdale, Illinois

19.47% \$194.70

Westminster Rosemont-O'Hare
Associates
735 East Westminster
Lake Forest, Illinois

19.47% \$194.70

Field Rosemont-O'Hare
Partners
35 Indian Hill Road
Winnetka, Illinois

5% \$ 50.00

General Partner

Field Companies, Ltd.,
an Illinois limited
partnership
100 South Wacker Drive
Suite 900
Chicago, Illinois 60606

1% \$ 10.00

Percentage
Interest
Capital
Contributions

07612938

Property of Cook County

as follows:

1. Name. The name of the partnership is "Rosemont-O'Hare Associates" (the "Partnership").

2. Character of Business. The business to be conducted by the Partnership is the business of acquiring, developing, owning and holding for investment certain real property located in Rosemont, Illinois and carrying out all activities pertaining thereto.

3. Location and Principal Place of Business. The location of the principal place of business of the Partnership is 100 South Wacker Drive, Suite 900, Chicago, Illinois 60606.

4. Name and Residence of Members. The name, place of residence, percentage interest and capital contribution of each person or entity that is a member of the Partnership is as follows:

CERTIFICATE OF LIMITED PARTNERSHIP
OF ROSEMONT-O'HARE ASSOCIATES,
AN ILLINOIS LIMITED PARTNERSHIP

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9. Share of Profits and Income of Limited Partners. The share of the profits or other compensation by way of income which the Limited Partners shall receive by reason of their capital contributions is set forth in Section 8.01 (Allocation of Profits and Losses), Section 8.02 (Distribution of Cash Flow), Section 8.03 (Allocation of Gains and Losses from Capital Transactions), Section 8.04 (Distribution of Net Sale Proceeds), and Section 8.05 (Distribution of Net Financing Proceeds) of the Partnership Agreement, which sections are set forth in Schedule A attached hereto and made a part hereof.

8. Return of Contributions to Limited Partners. No Partner is entitled to a return of his capital contribution prior to the dissolution and liquidation of the Partnership, or as otherwise provided by and in accordance with law.

7. Additional Contributions by Limited Partners. The General Partner may require in its discretion exercised in accordance with applicable law additional capital contributions from Limited Partners from time to time in order to meet Needed Funds, as such term is defined in Section 5.02 of the Partnership Agreement.

6. Contributions by Limited Partners. The Partners have contributed to the Partnership the capital contributions set forth in Paragraph 4 above.

5. Term. The term for which the Partnership is to exist is a term of fifty (50) year period commencing on the date of the recording of this Certificate, unless sooner terminated in accordance with the Partnership Agreement or by operation of law.

Partner Name	Address	Percentage	Amount
Louis Kahn	1254 Country Lane Deerfield, Illinois	2%	\$ 20.00
Malcolm S. Sina	591 Peachtree Lane Lake Zurich, Illinois	9.24%	\$ 92.40
Field Rosemont-O'Hare, Ltd.	100 South Wacker Drive Suite 900 Chicago, Illinois 60606	39.19%	\$391.90
Robert E. Smetana	1107 Oakton Street Evanston, Illinois	4.63%	\$ 46.30

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14. Property in Return for Contributions. The Limited Partners shall have no right to demand or receive property other than cash in return for their capital contributions or in payment of profits, losses or distributions.

13. Continuation of Business. Except as expressly provided in Section 9.01 of the Partnership Agreement, the Partnership shall not be terminated upon the termination of a limited partnership or corporation acting as General Partner so long as a successor becomes the General Partner in accordance with the terms of the Partnership Agreement. In the event of the dissolution or termination of the General Partner, or any successor corporation or partnership then acting as General Partner, if a new corporation or partnership is formed by the remaining shareholder or shareholders or partner or partners for the purpose of serving as General Partner, and such new corporation or partnership succeeds to all or substantially all of the business or assets of such General Partner, then such new corporation or partnership shall, without the further consent of the Limited Partners, become the General Partner. If no new corporation or partnership is formed, certain persons described in Section 10.03 of the Partnership Agreement who succeed to the interest of the General Partner may, by election in writing, and without the further consent of the Limited Partners, become the General Partner hereunder. Other than as stated in Section 10.03 of the Partnership Agreement, any other successor in interest to a portion or all of a General Partner's interest may become a General Partner with the written consent of the Limited Partners.

12. Priority Among Limited Partners. No Limited Partner shall have priority over any other Limited Partner as to contributions or as to compensation by way of income.

11. Right to Admit Additional Limited Partners. The General Partner, in its sole and absolute discretion, and without the consent of the Limited Partners, may admit additional Limited Partners to the Partnership upon complying with the requirements set forth in Article VI of the Partnership Agreement, a copy of such Article being set forth in Schedule B hereto.

10. Substitution. No Limited Partner has any right to substitute an assignee in his place, except such substitution as may be made with the written consent of the General Partner pursuant to the terms of Article XI of the Partnership Agreement, and except that a Partnership interest of a Limited Partner may be transferred under limited circumstances and in accordance with the terms of such Article XI.

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IN WITNESS WHEREOF, the General and Limited Partners, each being duly sworn, have executed this Certificate of Limited Partnership this 12th day of December, 1986.

GENERAL PARTNER

LIMITED PARTNERS

FIELD COMPANIES, LTD., an Illinois limited partnership

FIELD ROSEMONT-O'HARE PARTNERS
WESTMINSTER ROSEMONT-O'HARE ASSOCIATES

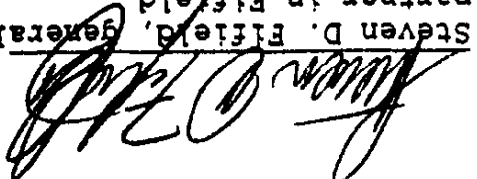
DONALD J. GIANONE

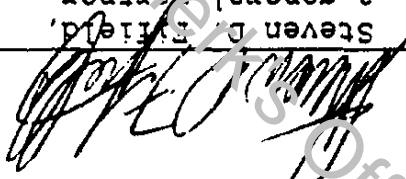
LOUIS KAHN

MALCOLM S. SINA

FIELD ROSEMONT-O'HARE, LTD.

ROBERT E. SMITANA

By:  Steven D. Field, general partner in Field Companies, Ltd., the General Partner of Rosemont-O'Hare Associates, as attorney-in-fact for the Limited Partners

By:  Steven D. Field, a general partner

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8.05 Distribution of Net Financing Proceeds. All Net Financing Proceeds from the refinancing of the Property which are available for distribution, after allocating profits and losses from operations and gain or loss from Capital Transactions pursuant to Sections 8.01 and 8.03, shall be distributed one percent (1%) to the General Partner and ninety-nine percent (99%) to the Limited Partners.

8.04 Distribution of Net Sale Proceeds. The Net Sale Proceeds from the sale of the Property which are available for distribution, after allocating profits and losses from operations and gain or loss from Capital Transactions pursuant to Sections 8.01 and 8.03, shall be distributed one percent (1%) to the General Partner and ninety-nine percent (99%) to the Limited Partners.

(b) Then, the remaining gain or loss shall be allocated among the General Partner and Limited Partners in accordance with their Partnership Interests of one percent (1%) to the General Partner and ninety-nine percent (99%) to the Limited Partners.

(a) First, any Partner who contributed property to the Partnership with a basis different than the value assigned to the property by the Partnership upon contribution shall be allocated gain or loss to the extent of such difference upon the sale of such property.

8.03 Allocation of Gains and Losses from Capital Transactions. Net gains and losses from Capital Transactions in any year shall be allocated, after allocating profits and losses from operations pursuant to Section 8.01, in the following manner:

8.02 Distribution of Cash Flow. Cash Flow which is available for distribution, after establishing proper reserves to meet anticipated ordinary and necessary cash requirements as determined in the sole discretion of the General Partner, shall be distributed at such time as the General Partner shall determine, ninety-nine percent (99%) to the Limited Partners and one percent (1%) to the General Partner in proportion to their Partnership Interests.

8.01 Allocation of Profits and Losses. Profits and losses including tax credits, but excluding gain or loss from a Capital Transaction, shall be allocated ninety-nine percent (99%) to the Limited Partners and one percent (1%) to the General Partner.

SCHEDULE A

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(c) The additional Limited Partner is a lender providing financing to the Partnership deemed necessary or desirable by the General Partner;

(b) The General Partner and a Majority in Interest of the Limited Partners Waive such Minimum Capital Contribution;

(a) Additional capital contributions are provided to the Partnership by the General or Limited Partners without an adjustment of their Partnership Interest;

6.03 Non-applicability of Minimum Capital Contributions. The Minimum Capital Contribution required pursuant to Section 6.02 above shall not apply when:

("Aggregate Capital Accounts of Partners X .01) plus (.01 X .5 X Aggregate Losses of the Partnership).

6.02 Minimum Capital Contributions of Additional Limited Partners. In the event the General Partner admits additional Limited Partners or permits a General or Limited Partner to make an additional capital contribution to the Partnership in return for an increased Partnership Interest, the General Partner shall have the full power and authority to adjust the Partnership Interests of any or all Partners as it may deem necessary or desirable to accomplish the foregoing; provided, however, that the capital contribution for each additional one percent (1%) Partnership Interest must equal or exceed an amount (the "Minimum Capital Contribution") calculated as of the date of the capital contribution as follows:

6.01 Additional Limited Partners. At any time, or from time to time, after filing of the Certificate, the General Partner is authorized, in its sole discretion and without the consent of the Limited Partners, to admit one or more additional Limited Partners and/or permit Limited Partners to increase their Capital Contribution to the Partnership, upon complying with the requirements of Section 6.02 through 6.04, and upon filing an appropriate amendment to the Certificate pursuant to Section 14.01. Additional Limited Partners shall be entitled to all of the rights and privileges of the original Limited Partners hereunder, and shall be subject to all of the obligations and restrictions, and in all other respects their admission shall be subject to all of the terms and provisions of this Agreement.

Article VI

SCHEDULE B

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6.04 Preemptive Rights of Partners. Prior to admitting additional Limited Partners or permitting a General or Limited Partner to make an additional Capital Contribution to the Partnership in return for an increased Partnership Interest, the General Partner may, in its discretion and without the consent of the Limited Partners, grant a preemptive right to each of the Partners to make an additional Capital Contribution in an amount which will allow such Partner to retain his percentage interest in the Partnership payable within thirty (30) days after the date of notice by the General Partner to all Partners of the grant of such preemptive right. After such thirty (30) day period, the General Partner may admit additional Limited Partners and adjust the Partnership Interests of Partners accordingly, irrespective of any dilution of the Partnership Interests of Partners who have not exercised their preemptive rights hereunder.

- (d) The additional Limited Partner is a prospective tenant offered a Partnership Interest as an inducement for the execution of a lease in the Building;
- (e) The additional Limited Partner or Partners are being admitted in return for Capital Contributions equal to the fair market value of the Partnership Interests that they are receiving as determined by independent appraisers retained by the General Partner for such purpose; or
- (f) Each Partner is granted a preemptive right by the General Partner pursuant to Section 6.04 to make an additional Capital Contribution to the Partnership to retain such Partner's percentage interest in the Partnership.

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DEPT-01 RECORDING \$17.00
140332 TRAN 3114 12/29/86 11:45:00
#4802 * -86-621940
COOK COUNTY RECORDER

My Commission Expires: 2/26/90

Patricia A. Dillman
Notary Public

GIVEN under my hand and Notarial Seal this 24th day of December, 1986.

I, PATRICIA A. DILLMAN, a Notary Public in and for said County in the State aforesaid, do hereby certify that SEYMOUR D. WITOLD, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the purposes therein set forth.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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