

UNOFFICIAL COPY

CERTIFICATE OF LIMITED PARTNERSHIP

OF

86041201

CHICAGO GROUP LIMITED PARTNERSHIP

The undersigned do hereby certify and acknowledge that pursuant to the terms of the Illinois Uniform Limited Partnership Act of the State of Illinois they have formed a Limited Partnership as of the 21st day of June, 1984, and to that end hereby certify, and being duly sworn on oath state as follows:

I. NAME. Name of partnership:

Chicago Group Limited Partnership (the "Partnership").

II. CHARACTER. The character of the business: To do any business which a partnership without limited partners may carry on for profit, including, without limitation:

(A) Acquiring various parcels of real property (the "Property") not designated but to be selected by the General Partner during the term of the Partnership;

(B) Developing, upgrading, constructing, or improving the Property;

(C) Operating, managing and selling the Property as an investment; and

(D) For such other purposes as are incidental or auxiliary to such purposes, including, but not limited to, leasing the Property or any part thereof.

III. LOCATION. Location of the principal place of business:

c/o Sidney D. Becker
3514 North Sheffield
Chicago, Illinois 60657

Box 416
(JTB)

86041201

UNOFFICIAL COPY

10021000

INVESTIGATION REPORT

The investigation was conducted on the premises of the [redacted] on the [redacted] day of [redacted] 20[redacted]. The purpose of this investigation was to determine the [redacted] of the [redacted] and to identify any [redacted] that may have occurred. The investigation was conducted by [redacted] and [redacted]. The results of the investigation are as follows:

1. [redacted]

2. [redacted]

3. [redacted]

4. [redacted]

5. [redacted]

6. [redacted]

7. [redacted]

8. [redacted]

9. [redacted]

10. [redacted]

11. [redacted]

12. [redacted]

13. [redacted]

14. [redacted]

15. [redacted]

16. [redacted]

17. [redacted]

18. [redacted]

19. [redacted]

10021000

Property of Cook County Clerk's Office

UNOFFICIAL COPY

IV. MEMBERS. Name and address of each member (sometimes collectively referred to herein as the "Partners"):

General Partner:

<u>Name</u>	<u>Address</u>
Sidney D. Becker	3514 North Sheffield Chicago, Illinois 60657

Limited Partners:

<u>Name</u>	<u>Address</u>
Howard I. Bernstein	6541 Kilbourn Lincolnwood, Illinois 60646
Sanford A. Bank	1610 Forest Avenue Highland Park, Illinois 60035
Kenneth I. Solomon	c/o Laventhol & Horwath 300 South Riverside Plaza Chicago, Illinois 60606
Jack Miller	7 Bristol Court Lincolnshire, Illinois 60015

V. TERM. The Partnership shall terminate upon the first to occur of the following:

(A) July 1, 2004;

(B) Upon the retirement, death, dissolution, resignation, termination, bankruptcy, insanity, or incompetency of the General Partner without the remaining Partners electing a successor General Partner;

(C) At the end of the calendar year in which there occurs the sale or other disposition of substantially all of the Partnership assets other than cash;

(D) Upon the occurrence of any other event or the taking of any other action which shall be a cause for dissolution under the Illinois Uniform Limited Partnership Act at the time of such occurrence or act;

UNOFFICIAL COPY

8 6 0 4 1 2 0 1

(E) On the vote of the Partners having at least sixty percent (60%) interest in profits and losses.

VI. CONTRIBUTION. The amount of cash contributed by each Limited Partner:

<u>Name</u>	<u>Amount</u>
Howard I. Bernstein	\$25,000
Sanford A. Bank	\$25,000
Kenneth I. Solomon	\$25,000
Jack Miller	\$25,000

No Limited Partner is making any cash contribution other than as set forth above.

VII. ADDITIONAL CONTRIBUTIONS. Additional contributions of Limited Partners:

Any additional capital required by the Partnership from time to time for any use in furtherance of the purposes of the Partnership as stated in this Certificate whatsoever, shall be advanced to the Partnership by the Limited Partners, upon the request of the General Partner, in the ratio that each partner's respective percentage interest bears to the whole.

VIII. RETURN OF CONTRIBUTIONS. Time, if any agreed upon, when the contribution of each Limited Partner is returned:

None.

IX. SHARE OF PROFITS. The share of the profits or other compensation by way of income which each Limited Partner shall receive by reason of his contribution:
The Limited Partners shall receive an amount equal to eight

86041201

UNOFFICIAL COPY

8 6 0 4 1 2 0 1

percent (8%) of the original and any additional capital contributions made by each Limited Partner on an annual cumulative basis (if available) commencing upon the date of receipt of the total initial capital contributions by the Partnership. Next, the General Partner shall receive an amount equal to 20% of the net profits (if available), losses, and cash flow of the Partnership for each year after subtracting the above 8% return to the Limited Partners. Finally, the Limited Partners and the General Partner shall receive any excess net profits, losses and cash flow after the distributions above mentioned in accordance with their percentage interests appearing on Exhibit A attached hereto.

X. ASSIGNMENT. The right, if any, of the Limited Partners to substitute an assignee, as contributor in his place, and the terms and conditions of the substitution: No Limited Partner can assign his interest unless all of the other Partners consent in writing. A Limited Partner can assign his interest to a relative, a trust for his immediate family's or minor descendants' primary benefit, or to a corporation, private foundation or partnership created or controlled by any of the foregoing without the consent of the other Partners; such assignees may become substituted limited partners if they agree to be bound by the Partnership agreement and execute such documents that the General Partner deems necessary. No other assignees can become substitute limited partners, but they must nonetheless agree to be bound by the Partnership agreement.

86041201

UNOFFICIAL COPY

XI ADDITIONAL LIMITED PARTNERS The right, if any, for Limited Partners to admit additional Limited Partners:

None.

XII PRIORITY The right, if any, of any Limited Partner to priority over other Limited Partners as to compensation or contributions:

None.

XIII CONTINUITY The right, if any, of remaining Partners to continue the business on the death, insanity, or retirement of a Limited Partner or General Partner:

The death of a Limited Partner does not affect the Partnership. The death, insanity, or retirement of the General Partner does not dissolve the Partnership.

XIV PROPERTY The right, if any, given a Limited Partner to demand and receive other than cash for his contribution:

None.

IN WITNESS WHEREOF, we, and each of us, have signed this Certificate.

General Partner

By: Sidney Becker
Sidney Becker,

Subscribed and sworn to before me this 27th day of June, 1984

John D. Bmb
Notary Public

My commission expires 1/6/90

86041201

UNOFFICIAL COPY

ARTICLE 10. GENERAL PROVISIONS. SECTION 10-1. PURPOSE AND SCOPE. This Chapter shall be known and may be cited as the "Cook County Limited Partnership Act".

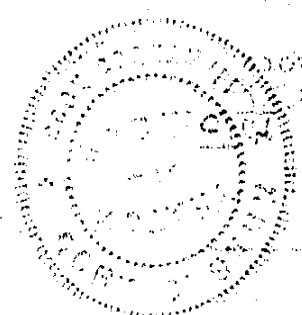
SECTION 10-2. DEFINITIONS. As used in this Chapter, the following definitions shall apply: (a) "Partnership" means a partnership as defined in the Uniform Partnership Act, 1914, as amended, or the Uniform Limited Partnership Act, 1976, as amended, or any other law that provides for the formation of a partnership or limited partnership.

SECTION 10-3. LIMITED PARTNERSHIP. (a) A limited partnership is a partnership in which one or more persons are designated as limited partners and one or more persons are designated as general partners. (b) The liability of a limited partner shall not exceed the amount of his or her contribution to the partnership. (c) A limited partner shall not be liable for the debts or obligations of the partnership incurred by the general partners.

SECTION 10-4. REGISTRATION. (a) Every limited partnership shall file a certificate of limited partnership with the Secretary of State. (b) The certificate shall contain the following information: (i) the name of the partnership; (ii) the names and addresses of the general partners; (iii) the names and addresses of the limited partners; (iv) the amount of the contribution of each limited partner; (v) the date of the filing of the certificate.

SECTION 10-5. TAXATION. (a) A limited partnership shall be treated as a partnership for federal income tax purposes. (b) A limited partnership shall be treated as a partnership for state income tax purposes.

SECTION 10-6. DISSOLUTION. (a) A limited partnership shall be dissolved upon the death of a general partner. (b) A limited partnership shall be dissolved upon the withdrawal of a general partner.



PROPERTY OF COOK COUNTY CLERK'S OFFICE

IN WITNESS WHEREOF, we, the said of us, have signed this Ordinance at Chicago, Illinois, this _____ day of _____, 20____.

County Clerk

Secretary of State

UNOFFICIAL COPY

Limited Partners

Subscribed and sworn
to before me this 8th
day of _____, 1984

Howard I. Bernstein

Notary Public

My commission expires
_____.



Sanford A. Bank

Subscribed and sworn
to before me this 8th
day of June, 1984



Notary Public

My commission expires
1/6/90.

Kenneth I. Solomon

Notary Public

My commission expires
_____.

86041201

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11-11-11

UNOFFICIAL COPY

Limited Partners

Subscribed and sworn
to before me this 26th
day of June, 1984

Howard I. Bernstein
Howard I. Bernstein

Patricia A. Teschner
Notary Public

My commission expires
4-10-88

Subscribed and sworn
to before me this _____
day of _____, 19__

Sanford A. Bank

Notary Public

My commission expires

Kenneth I. Solomon
Kenneth I. Solomon

Subscribed and sworn
to before me this 26th
day of June, 1984

Patricia A. Teschner
Notary Public

My commission expires
4-10-88

Property of Cook County Clerk's Office

86041201

UNOFFICIAL COPY



STATE OF ILLINOIS
COUNTY OF COOK

NOTARIAL PUBLIC

NOTARIAL PUBLIC

NOTARIAL PUBLIC

NOTARIAL PUBLIC

NOTARIAL PUBLIC

NOTARIAL PUBLIC

NOTARIAL PUBLIC

NOTARIAL PUBLIC



1978

Property of Cook County Clerk's Office

UNOFFICIAL COPY

8 6 0 4 1 2 0 1

[Faint, illegible text]

[Faint, illegible text]

Jack Miller

Jack Miller

Subscribed and sworn
to before me this 2nd
day of July, 1984.

Boas Silver

Notary Public

My commission expires:
August 24, 1985.

Property of Cook County Clerk's Office

86041201

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2011/11/15

UNOFFICIAL COPY

8 6 0 4 1 2 0 1

EXHIBIT A

General Partner

Sidney D. Becker

Interest

20%

Limited Partners

Howard I. Bernstein

Sanford A. Bank

Kenneth I. Solomon

Jack Miller

Interest

20%

20%

20%

20%

DEPT-01 RECORDING \$18.00
T#1111 TRAN 6444 01/29/86 15:17:00
#9849 # A * -86-041201

Property of Cook County Clerk's Office

18

86041201

86041201

UNOFFICIAL COPY

A. T. WILSON

AGREEMENT

AGREEMENT

1900

1900

AGREEMENT

AGREEMENT

1900

1900

1900

1900

1900

1900

Property of Cook County Clerk's Office

AGREEMENT

AGREEMENT

AGREEMENT

Box 416
(55B)