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AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP
OF
CARAHER HURON ASSOCIATES

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THIS AGREEMENT OF LIMITED PARTNERSHIP is made and entered into this 1st day of May, 1986 by JAMES C. CARAHER ("CARAHER") and JEFFREY A. MIKES ("MIKES").

ARTICLE I

FORMATION OF LIMITED PARTNERSHIP

The parties hereby enter into a limited partnership under the provisions of the Uniform Limited Partnership Act of the State of Illinois (the "Act"), and the rights and obligations of the Partners shall be as provided in the Act except as provided expressly otherwise herein.

ARTICLE II

PARTNERSHIP NAME

The business of the partnership shall be conducted under the name of CARAHER HURON ASSOCIATES or such other name as the General Partner hereafter shall designate in writing to the Limited Partners.

ARTICLE III

DEFINITIONS

Section 3.1. "Agreement" means this Agreement of Limited Partnership, as amended, modified or supplemented from time to time.

Section 3.2. "General Partner" means James C. Caraher acting in his capacity as General Partner, any party admitted as an additional General Partner pursuant to Section 16.6, and any party selected as a successor General Partner pursuant to Section 17.1.

Section 3.3. "Limited Partners" means James C. Caraher acting in his capacity as Limited Partner and any party admitted as an additional or substitute Limited Partner pursuant to Article XVI.

Section 3.4. "Chicago Huron Partners" means Chicago Huron Partners, an Illinois limited partnership.

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Section 3.5. "Partner" means the General Partner and the Limited Partners, where no distinction is required by the context in which the term is used herein.

Section 3.6. "Special Interim Limited Partner" means Jeffrey A. Mikes.

Section 3.7. For purposes of convenience, the masculine gender has been used generally in this Agreement, but masculine pronouns shall be deemed to include, as the context requires, corresponding pronouns of the feminine and neuter gender.

ARTICLE IV

PURPOSE

The purpose of the Partnership is to acquire, own, hold and dispose of a General Partnership interest in Chicago Huron Partners.

ARTICLE V

NAMES AND ADDRESSES OF PARTNERS

The names and addresses of each Partner are as follows:

James C. Caraher	Jeffrey A. Mikes
1242 Lake Shore Drive	4925 Montgomery
Chicago, Illinois 60610	Downers Grove, Illinois 60515

ARTICLE VI

TERM

The Partnership shall commence on May 1, 1986 and shall continue until the first to occur of December 31, 2070, or termination as provided for elsewhere in this Agreement.

ARTICLE VII

PRINCIPAL PLACE OF BUSINESS

The principal place of business of the Partnership shall be 135 South LaSalle Street, Suite 711, Chicago, Illinois 60603. The General Partner may from time to time change the principal place of business and in such event shall notify the Limited Partner of such change. The General Partner, in his discretion, may establish additional places of business of the Partnership.

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ARTICLE VIII

CAPITAL CONTRIBUTIONS

Section 8.1. James C. Caraher shall contribute to the capital of the Partnership his general partnership interest, constituting 50% of the entire general partnership interest, in Chicago Huron Partners. Jeffrey A. Mikes shall contribute TEN DOLLARS (\$10.00) to the capital of the Partnership.

Section 8.2. In return for his capital contribution, James C. Caraher shall be entitled to the following interests in the Partnership:

- 100% of the general partnership interest
- 100% of the limited partnership interest

In return for his capital contribution, Jeffrey A. Mikes shall be entitled to 100% of the Special Interim Limited Partnership interest.

Section 8.3. Additional contributions to the capital of the Partnership shall be made upon the unanimous consent of the Partners, and withdrawals of capital shall be permitted in the discretion of the General Partner.

Section 8.4. The Partnership shall maintain for each Partner a capital account consisting of such Partner's original contribution of capital, if any, increased by (i) additional capital contributions made in accordance with Section 8.3 and (ii) such Partner's share of Partnership profits allocated pursuant to Section 9.1, and decreased by (iii) distributions in reduction of Partnership capital and (iv) such Partner's share of Partnership losses allocated pursuant to Section 9.1.

ARTICLE IX

NET PROFITS AND LOSSES; CASH DISTRIBUTIONS

Section 9.1. Each item of income, gain, loss, deduction and credit of the Partnership shall be allocated 69.99% to the General Partner, .01% to the Special Interim Limited Partner and 30% to the Limited Partners in accordance with their respective Limited Partnership interests set forth herein (hereinafter sometimes referred to as the Partner's "Participating Percentages").

Section 9.2. Distributions of Partnership profits credited to the Partners' capital accounts shall be made in such amounts and at such intervals as the General Partner in his discretion may approve.

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ARTICLE X

EXPENSES; COMPENSATION

All out-of-pocket expenses incurred by the General Partner in managing and conducting the business of the Partnership shall be charged to or reimbursed by the Partnership. Except for the foregoing, the General Partner shall not be entitled to any compensation for services rendered by him to the Partnership in his capacity as such.

ARTICLE XI

BOOKS OF ACCOUNT, RECORDS AND REPORTS

Section 11.1. At all times during the existence of the Partnership, the General Partner shall keep or cause to be kept complete records and books of account in which shall be entered fully and accurately all transactions and other matters relative to the business of the Partnership as usually are maintained by persons engaged in business of a like character.

Section 11.2. The Partnership books and records shall be prepared on such of accounting as the General Partner shall determine appropriate. Except with respect to matters as to which the General Partner is granted discretion hereunder, in the event of a dispute, the opinion of the independent public accountants retained by the Partnership from time to time shall be final and binding with respect to all computations and determinations required to be made under this Agreement.

Section 11.3. The books and records shall at all times be maintained at the principal office of the Partnership and shall be available for reasonable inspection, examination and copying by any of the Partners or their representatives duly authorized in writing, during reasonable business hours.

Section 11.4. Within a reasonable period after the end of each Partnership fiscal year, the General Partner shall furnish to each Partner an annual report of the business and operations of the Partnership during such year. This report shall constitute the accounting of the General Partner for such year. Such report shall contain a copy of the annual financial statement of the Partnership showing the Partnership's gross receipts and expenses and a balance sheet of the assets and liabilities of the Partnership. There shall be furnished to each Partner a report (which may be in the form of a duplicate Form 1065 required to be filed by the Partnership with the Internal Revenue Service, or such other comparable form at any time hereafter required to be so filed) indicating his share of the profit or loss of the Partnership for such fiscal year.

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ARTICLE XII

FISCAL YEAR

The fiscal year of the Partnership shall end on the 31st day of December in each year.

ARTICLE XIII

PARTNERSHIP FUNDS

The funds of the Partnership shall be deposited in such Partnership bank accounts as shall be designated by the General Partner. All withdrawals from any such bank accounts shall be made by the General Partner.

ARTICLE XIV

STATUS OF THE LIMITED PARTNERS

Section 14.1. The Limited Partners shall not participate in the management or control of the Partnership business nor shall the Limited Partners have the power to act for or bind the Partnership, said powers being vested solely and exclusively in the General Partner.

Section 14.2. Except as provided otherwise expressly in the Act, the Limited Partners shall have no personal liability whatever, whether to the Partnership, to the General Partner or to the creditors of the Partnership, for the debts of the Partnership or any of its losses beyond the amount, if any, contributed by the Limited Partners to the capital of the Partnership.

Section 14.3. The death, retirement, bankruptcy or incapacity of a Limited Partner or an assignment of his interest in the Partnership pursuant to Article XVI shall not cause a dissolution of the Partnership. Upon the death, retirement, bankruptcy or incapacity of a Limited Partner, the rights of the Limited Partner to share in the profits and losses of the Partnership, to receive distributions of Partnership funds and to assign his interest pursuant to Article XVI hereof shall devolve on the Limited Partner's personal representative on the happening of such an event, subject to the terms and conditions of this Agreement, and the Partnership shall continue as a limited partnership. The personal representative of the Limited Partner shall be liable for all of the obligations of said Limited Partner and shall become a substitute Limited Partner in accordance with the provisions of Article XVI.

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POWERS, RIGHTS AND DUTIES OF THE GENERAL PARTNER

Section 15.1. The General Partner shall have the exclusive right and full authority to manage the operations and affairs of the Partnership and to make all decisions regarding the business of the Partnership. Pursuant and subject to the foregoing, it is understood and agreed that the General Partner shall have all of the rights and powers of a general partner as provided by law, and any action taken by the General Partner shall constitute the act of, and serve to bind the Partnership. In dealing with the General Partner acting on behalf of the Partnership, no person shall be required to inquire into the authority of the General Partner to bind the Partnership. Persons dealing with the Partnership are entitled to rely conclusively on the power and authority of the General Partner as set forth in this Agreement.

Section 15.2. The General Partner hereby is granted the right, power and authority to do on behalf of the Partnership all things which, in his sole judgment, are necessary, proper or desirable to carry out the aforementioned duties and responsibilities, including but not limited to, the following:

- (i) On behalf of the Partnership to make such expenditures of Partnership funds as the General Partner deems appropriate for the conduct of the Partnership business.
- (ii) On behalf of the Partnership to borrow money on a secured or unsecured basis to the extent deemed necessary or desirable by the General Partner for its operations.
- (iii) On behalf of the Partnership to ask, demand, sue for, recover, collect and receive each and every demand which is now or may hereafter become due, owing, or payable to the Partnership in connection with its property or business and to use or take any lawful means for the recovery thereof by legal process or otherwise, and to execute and deliver a satisfaction and release therefor, together with the right and power to compromise any such claim or demand.
- (iv) On behalf of the Partnership to employ and dismiss from employment any and all employees, agents, independent contractors, attorneys, accountants and other consultants, and on such terms as the General Partner may deem necessary or advisable.
- (v) On behalf of the Partnership to exercise the rights, power and authority to lease, sell, exchange or grant an option for the sale of all or any portion of the real and personal property of the Partnership, at such rental, price or amount, for each, and upon such other terms as the General Partner in his sole discretion

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deems proper.

- (vi) On behalf of the Partnership to exercise the rights, power and authority to purchase, lease, or borrow any property as the General Partner in his sole discretion deems proper.
- (vii) On behalf of the Partnership to carry out and perform all of the Partnership's obligations under any contract or agreement entered into by the Partnership.
- (viii) On behalf of the Partnership to execute, acknowledge and deliver any and all instruments to effectuate any and all of the foregoing.
- (ix) On behalf of the Partnership to take any and all other actions and to do such other things as may be deemed necessary or desirable by the General Partner to carry out the purposes, affairs and business of the Partnership.

Section 15.3. Nothing in this Agreement shall preclude the General Partner's employment, at the expense of the Partnership, of any employee, agent or independent contractor (including either of the Partners) to manage or supervise the Partnership business or properties subject to the control of the General Partner.

Section 15.4. The General Partner shall not be required to manage the Partnership as his sole and exclusive function, and the General Partner may have other business interests and may engage in other activities in addition to those relating to the Partnership. The Partners or any other person, corporation or firm to which any of them is related or associated (all of the Partners and other related or associated persons or firms hereinafter collectively shall be referred to as "Affiliates") may engage in or possess any interest in other business ventures of any kind, either independently or with others. The fact that any Affiliate may encounter and take advantage of opportunities to do any of the foregoing himself or on behalf of others in whom he may or may not have an interest shall not subject such Affiliate, or a Partner interested in such Affiliate to any liability to the Partnership or any of the Partners on account of the lost opportunity. Neither the Partnership nor any Partner shall have any right in or to such ventures or activities or to the income or profits derived therefrom, and the pursuit of such ventures shall not be deemed wrongful or improper.

Section 15.5. The General Partner shall not be liable, responsible or accountable in damages or otherwise to the Partnership or the Limited Partners for any action taken or failure to act on behalf of the Partnership within the scope of the authority conferred on the General Partner by this Agreement or by law unless such action or omission was performed or omitted

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fraudulently or in bad faith or as a result of wanton and willful misconduct or gross negligence.

Section 15.6. The Partnership shall indemnify and hold harmless the General Partner from and against any loss, expense, damage or injury suffered or sustained by him by reason of any acts, omissions or alleged acts or omissions arising out of his activities on behalf of the Partnership or in furtherance of the interests of the Partnership, including but not limited to, any judgment, award, settlement, reasonable attorneys' fees and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim, provided that the acts, omissions or alleged acts or omissions upon which such actual or threatened action, proceeding or claims are based were in good faith and were not performed or omitted fraudulently or in bad faith or constituted wanton and willful misconduct or gross negligence by such indemnified General Partner.

ARTICLE XVI

TRANSFER OF PARTNERSHIP INTERESTS; ADDITIONAL PARTNERS

Section 16.1. The General Partner may assign any portion of its interest in the Partnership; provided, however, that his assignee will not become a substitute General Partner or be entitled to any of the rights, powers or benefits of the General Partner (other than the right to receive distributions allocable to the transferred interest) unless (i) his admission as General Partner has been approved in writing by a majority in interest of the Limited Partners and (ii) he has agreed in writing to be subject to all of the terms of this Agreement.

Section 16.2. Unless all of the Limited Partners otherwise agree in writing, neither the admission of a substitute General Partner nor the retirement of the General Partner will relieve the General Partner of his obligations to the Partnership and the Limited Partners arising prior to such admission or retirement or of any obligations and liabilities resulting or arising from events, actions, inactions or transactions occurring during the period in which he served as General Partner.

Section 16.3. A Limited Partner may assign all or any portion of his interest in the Partnership; provided, however, that his assignee shall not become a substitute Limited Partner or be entitled to any of the rights, powers and benefits of a Limited Partner (other than the right to receive distributions attributable to the assigned interest) unless and until such assignee has been approved and accepted by the General Partner, acting in his sole discretion, as a substitute Limited Partner.

Section 16.4. No assignment pursuant to Section 16.3 will be binding upon the Partnership or the Partners until (i) if required by the General Partner, the General Partner has received

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a certified copy of such assignment; (ii) the assignee and all Partners have executed such certificates and other documents and have performed such acts as the General Partner deems necessary to preserve the limited liability status of the Partnership under the laws of the jurisdictions in which the Partnership is doing business; (iii) if required by the General Partner, the assignor has furnished to the Partnership an opinion of counsel satisfactory to the General Partner and its counsel to the effect that such assignment will neither have an adverse effect upon the legal or tax status of the Partnership nor result in a violation of applicable state or federal laws or regulations, including but not limited to securities laws; and (iv) the assignee pays all expenses (including legal and filing fees) incurred by the Partnership in connection with the transfer.

Section 16.5. All assignments pursuant to this Article XVI be effective as of the opening of business on the first day of the calendar month in which all conditions related thereto have been satisfied. For the purposes of income tax calculations for the year in which the assignment is made, the assignor's and assignee's respective allocations of Partnership income, gains, losses, deductions or credits will be based upon the fraction of the year that the Partnership interest was held by each party as determined by the effective date of the assignment.

Section 16.6. Additional partners may be admitted to the Partnership as follows:

- (i) Additional General Partners may be admitted upon the unanimous consent of the Partners; and
- (ii) Additional Limited Partners may be admitted in the General Partner's sole discretion.

ARTICLE XVII

DISSOLUTION OF THE PARTNERSHIP

Section 17.1. The retirement, death or incompetency of the last remaining General Partner shall dissolve the Partnership unless within sixty (60) days thereafter a majority in interest of the Limited Partners select a successor General Partner. In the event that the Partnership is continued following the retirement, death, or incompetency of a General Partner, then the rights of such retired, deceased, or incompetent General Partner to share in the capital, profits and losses of the Partnership, to receive distributions of Partnership funds shall devolve on his personal representative, on the happening of such an event, subject to the terms and conditions of this Agreement, and the Partnership shall continue as a limited partnership with the remaining General Partner or the newly selected General Partner, as the case may be, as the sole General Partner. The personal representative of the retired, deceased, or incompetent General

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Partner shall be liable for all the obligations of the retired, deceased, or incompetent General Partner. In addition, such personal representative shall automatically become a Limited Partner bound by all of the terms and conditions of this Agreement, and shall be entitled to vote in connection with selection of a Successor General Partner.

In the event no successor General Partner is selected, the Partnership shall be dissolved, wound up and terminated in accordance with the terms of this Article XVII.

Section 17.2. The happening of any one of the following events shall work an immediate dissolution of the Partnership:

- (i) Except as provided in Section 17.1, the retirement, death or incompetency of the last remaining General Partner;
- (ii) The disposition of all of the assets of the Partnership;
- (iii) The unanimous vote or consent of the Partners to dissolve the Partnership;
- (iv) The dissolution of Chicago Huron Partners; or
- (v) The expiration of the term of the Partnership as provided in Article VI of this Agreement.

Section 17.3. For purposes of this Agreement, the "incompetency" of a General Partner shall be deemed to have occurred upon the happening of any of the following:

- (i) Adjudication of insanity or incompetency of the General Partner; or
- (ii) Total permanent physical or mental incapacity to continue as a General Partner in the Partnership. Such disability shall be permanent if the physical or mental incapacity is expected to continue indefinitely in the future. If the Partnership and General Partner with respect to whom permanent disability is claimed cannot agree whether the General Partner is permanently disabled, the General Partner with respect to whom permanent disability is claimed and the Partnership shall each select a physician to determine disability. If such physicians cannot agree on disability, the Partnership and such General Partner shall select a third physician whose judgment shall be conclusive.

Section 17.4. In the event of the dissolution of the Partnership for any reason, the General Partner (or in the event that the last remaining General Partner has become bankrupt or incompetent, died or retired, a liquidator or liquidating committee selected by a majority in interest of the Limited

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Partners) shall commence to wind up the affairs of the Partnership and to liquidate its assets. The Partners shall continue to share profits and losses during the period of liquidation in the same proportion as before the dissolution. The General Partner (or such liquidator or liquidation committee) shall have full right and unlimited discretion to determine the time, manner and terms of any sale or sales of Partnership property pursuant to such liquidation, having due regard to the activity and condition of the relevant market and general financial economic conditions.

Section 17.5. Following the payment of all debts and liabilities of the Partnership and all expenses of the liquidation, and subject to the right of the General Partner (or such liquidator or liquidation committee) to set up such cash reserves as he may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership shall be distributed first to the Partners in proportion to their respective balances in their capital accounts until such time as they have received an amount equal to the respective balances in their capital account, then to the Partners in proportion to their respective balances in their drawing accounts until such time as they have received an amount equal to the respective balances in their drawing account, and, thereafter, in proportion to their Participating Percentages at such time.

Section 17.6. Within a reasonable time following the completion of the liquidation of the Partnership's properties, the General Partner (or the liquidating committee or liquidator) shall supply to each partner a statement audited by the Partnership's independent accountants which shall set forth the assets and the liabilities of the Partnership as of the date of complete liquidation and each Partner's pro rata portion of distributions pursuant to Section 17.5.

Section 17.7. Each Partner shall look solely to the assets of the Partnership for all distributions with respect to the Partnership, his capital contribution thereto and share of profits or losses thereof, and shall have no recourse therefor against the Partners. No Partner shall have any right to demand or receive property other than cash upon dissolution and termination of the Partnership.

Section 17.8. Upon the completion of the liquidation of the Partnership and the distribution of all Partnership funds, the Partnership shall terminate and the General Partner (or such liquidator or liquidation committee) shall have the authority to execute and record a Certificate of Cancellation of the Partnership as well as any and all other documents required to effectuate the dissolution and termination of the Partnership.

ARTICLE XVIII

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NOTICES

All notices and demands required or permitted under this Agreement shall be in writing and shall be delivered to such Partner in person or by certified or registered mail, postage prepaid, to the address set forth in Article V or to such address as shall be specified by such Partner in writing. Notice shall be deemed to be given when received.

ARTICLE XIX

AMENDMENT OF LIMITED PARTNERSHIP AGREEMENT

Section 19.1. Except as otherwise required by law, this Agreement may be modified or amended in any respect upon the affirmative vote of the Partners holding a majority in interest of the Partnership, provided that no such amendment may extend the term of the Partnership without the unanimous consent of the Partners.

Section 19.2. In the event this Agreement shall be amended pursuant to this Article XIX, the General Partner shall amend the Certificate of the Limited Partnership to reflect such change if he deems such amendment of the Certificate to be necessary or appropriate.

ARTICLE XX

TAX MATTERS PARTNER

Section 20.1. The General Partner is hereby designated as Tax Matters Partner pursuant to Section 6221(a)(7) of the Code. The Tax Matters Partner will notify all Partners of the commencement of any Partnership tax audit and of a financial Partnership administrative adjustment, if any, within 14 days of his receipt of such notices from the Internal Revenue Service and will represent the Partnership in any tax audit proceeding and in any dispute with the Internal Revenue Service, including consenting to extend the statute of limitation period for assessing tax against a Partner attributable to any Partnership item, negotiating and entering into a settlement agreement as provided in Section 6224(c) of the Code, contesting any proposed adjustment of Partnership items and petitioning for readjustment of Partnership items. The Limited Partners hereby waive any rights to file a petition for a readjustment of Partnership items pursuant to Code Section 6226 unless the Tax Matters Partner does not file such a petition within 90 days of mailing of notice of a final partnership administrative adjustment. The Tax Matters Partner shall have the exclusive authority to negotiate and enter into settlement agreements with the Internal Revenue Service in connection with any tax audit proceeding and the remaining Partners hereby waive any right to negotiate or enter into such

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settlement agreements. Any settlement agreement between the Internal Revenue Service and a Partner other than the Tax Matters Partner regarding an adjustment of any Partnership items will be null and void unless such Partner has obtained the prior written consent of the Tax Matters Partner. All expenses incurred by the Tax Matters Partner in participating in any Partnership tax audit or contesting any adjustment proposed by the Internal Revenue Service will be borne by the Partnership.

Section 20.2. Each Partner hereby makes, constitutes and appoints the Tax Matters Partner, with full power of substitution, his true and lawful attorney, in his name, place and stead to represent the Partnership in any tax audit proceeding and in any dispute with the Internal Revenue Service, including consenting to extend the statute of limitation period for assessing tax against a Partner attributable to a Partnership item or negotiating and entering into a settlement agreement as provided in Section 6224(c) of the Code, contesting any proposed adjustment of Partnership items or petitioning for a readjustment of Partnership items. The foregoing powers of attorney will be deemed to be coupled with an interest, are irrevocable, and will survive the dissolution or liquidation of any Partner granting such power of attorney. Each Partner granting such power of attorney hereby waives any and all defenses which may be available to contest, negate or disaffirm the action of the Tax Matters Partner taken in good faith pursuant to such power of attorney.

ARTICLE XXI

MISCELLANEOUS

Section 21.1. Each of the undersigned Limited Partners hereby constitutes and appoints the General Partner as his true and lawful representative, in his name, place and stead, to make or cause to be made, execute, sign and file a Certificate of Limited Partnership for the Partnership, any amendment thereof required by law, an application for Assumed Name Certificate and, upon dissolution of the Partnership, a supplementary certificate cancelling the Assumed Name Certificate, and all other applications, instruments, documents and certificates which may from time to time be required by the laws of the United States of America, the State of Illinois, any other state in which the Partnership shall determine to do business, in order to implement and continue the valid existence of the Partnership and further the business purposes thereof.

Section 21.2. This Agreement has been negotiated and executed in the State of Illinois, and the laws of Illinois shall govern its construction and validity.

Section 21.3. Except as provided otherwise herein, this Agreement shall be binding upon and inure to the benefit of the

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parties and their legal representatives, heirs, administrators, executors, successors and assigns. Anyone to whom an interest in the Partnership may be properly transferred pursuant to the term of this Agreement or who shall take such interest by operation of law, shall automatically take such interest subject to all terms and conditions of this Agreement and shall not be considered to have taken title to such interest until such party has signified his acceptance and assumption of the terms and conditions of this Agreement in writing.

Section 21.4. Captions contained in the 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 thereof.

Section 21.5. If any provision of this Agreement shall be held invalid or unenforceable, the remainder shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.


IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

GENERAL PARTNER:




James C. Caraher

LIMITED PARTNER:



James C. Caraher

SPECIAL INTERIM LIMITED PARTNER



Jeffrey A. Mikes

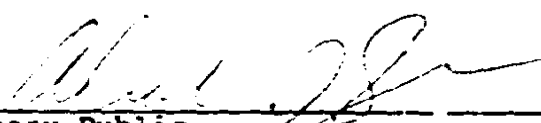
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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DOES HEREBY CERTIFY that James C. Caraher and Jeffrey A. Mikes, whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered said instrument for the use and purpose therein set forth.

Given under my hand and official seal, this 30th day of Nov, 1986.



Notary Public

My Commission Expires: 7/1/88

NOTARY SEAL

DEPT-31 RECORDING \$24.00
143332 TRAN 0522 06/03/86 13:34:09
SERIAL # A * -86-221440

This Instrument Prepared by:
Abraham J. Stern, Esq.
Sachnoff, Weaver & Rubenstein, Ltd.
30 S. Wacker Drive
29th Floor
Chicago, Illinois 60606

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Return to:
Recorder's Box # 367
Attn: R. Managkan