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SECOND AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP
OF
TWELVE NORTH VENTURE

As of the 10th day of September, 1985, the undersigned, being all of the partners (the "Partners") of Twelve North Venture, an Illinois limited partnership (the "Partnership") established pursuant to an Agreement of Limited Partnership of Twelve North Venture dated January 1, 1983, as amended and restated as of August 1, 1983, and September 10, 1985 (the "Partnership Agreement"), do hereby amend the Certificate of Limited Partnership dated January 1, 1983, and filed with the Recorder of Deeds of Cook County, Illinois as Document No. 26551788, as amended and restated by the Amended and Restated Certificate of Limited Partnership dated September 10, 1985, and filed with the Recorder of Deeds of Cook County, Illinois as Document No.

_____ by further amending and restating such certificate to read as follows, and the undersigned do hereby certify as follows:

I. Name

The name of the Partnership is Twelve North Venture.

II. Character of Business

The character of the Partnership's business is to acquire, own, develop, construct improvements on or demolish and construct new improvements on, lease, alter, repair, rehabilitate, mortgage,

This document was prepared by
and should be mailed to:

Jeffrey Kuta, Esq.
Holleb & Coff
55 East Monroe Street, 41st Floor
Chicago, Illinois 60603

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sell or otherwise deal with certain real property located in the City of Chicago, Illinois commonly known as 12-20 North Michigan Avenue.

III. Location of Principal Place of Business

The location of the principal place of business of the Partnership is Suite 600, 840 North Michigan Avenue, Chicago, Illinois 60611.

IV. Name and Residence of Members

The name and address of each member of the Partnership (the General and the Limited Partners being respectively so designated) are as follows:

GENERAL PARTNERS

Robert A. Wislow	840 North Michigan Avenue Suite 600, Chicago, IL 60611
Robert G. Bicek	840 North Michigan Avenue Suite 600, Chicago, IL 60611
Robert H. Gerstein	55 East Monroe Street, 41st Floor, Chicago, IL 60603
Marshall M. Holleb	55 East Monroe Street 41st Floor, Chicago, IL 60603

CLASS "A"

LIMITED PARTNERS

Bobs III Partnership, an Illinois general partnership	840 North Michigan Avenue Suite 600, Chicago, IL 60611
Holleb-Michigan Associates, an Illinois general partnership	55 East Monroe Street 41st Floor, Chicago, IL 60603

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CLASS "B" LIMITED PARTNERS

Illinois State Medical
Inter-Insurance
Exchange, an Illinois
reciprocal insurance
company

20 North Michigan Avenue
Chicago, IL 60602

CLASS "C" LIMITED PARTNERS

Thomas J. Burrell

20 North Michigan Avenue
Chicago, IL 60602

Barbara J. Burrell

20 North Michigan Avenue
Chicago, IL 60602

V. Term

The term for which the Partnership shall exist is from January 1, 1983 to December 31, 2020, unless sooner terminated in accordance with the Partnership Agreement.

VI. Contributions by Limited Partners.

The amount of cash initially contributed by each Class A Limited Partner is \$250,000.

The amount of cash initially contributed by the Class B Limited Partner is zero. So long as the Class B Limited Partner is performing its obligations under a lease of a portion of the real property described above, it is deemed to have made a capital contribution of \$717,500.

The amount of cash initially contributed by the Class C Limited Partners is zero. So long as Burrell Advertising, Inc., or its successors or assigns, is performing its obligations under a lease of a portion of the real property described above, it is

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deemed to have made a capital contribution of \$1,000, of which \$750 is contributed by Thomas J. Burrell and \$250 is contributed by Barbara J. Burrell.

VII. Additional Contributions by Limited Partners

Each Class A Limited Partner has the obligation to make additional capital contributions of up to \$1,250,000, or any portion thereof as may be requested by the General Partners upon at least fifteen (15) days written notice. Such additional contribution shall be required only if called for by the General Partners. Portions of such additional contributions have been made as of the date hereof. The Class A Limited Partners have no obligation to make any other additional contributions.

The Class B and Class C Limited Partners have no obligation to make any other capital contributions.

VIII. Return of Contribution to Limited Partners

There are provisions in the Partnership Agreement concerning the return of the contributions of Limited Partners upon dissolution and, in the case of any actual cash contribution by the Class C Limited Partners, upon termination of the aforesaid lease to Burrell Advertising, Inc. prior to delivery of possession.

IX. Share of Profits and Losses of Limited Partners

The share of the profits, losses, cash flow and other items of the partnership shall be allocated as follows:

General Partners - 1%, to be divided equally among the General Partners.

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Class A Limited Partners - 89%, to be divided on a pro rata basis among the Class A Limited Partners based on the respective capital contributions of each Class A Limited Partner.

Class B Limited Partner - 10%. Provided, however, that the Class B Limited Partner is not entitled to participate in net cash flow (from all sources) to the extent the cumulative amount thereof does not exceed \$1,500,000, and is not entitled to participate in net cash flow from sales or refinancings to the extent the cumulative amount thereof does not exceed \$4,500,000.

Class C Limited Partners - 4%, to be divided 3% to Thomas J. Burrell and 1% to Barbara J. Burrell. Provided, however, that the Class C Limited Partners are not entitled to participate in net cash flow from sales or refinancings to the extent the cumulative amount thereof does not exceed the aggregate total of capital contributions to the Partnership of the General Partners and the Class A Limited Partners.

X. Substitution

No Limited Partner has any right to substitute an assignee in its place except as may be permitted by the terms of the Partnership Agreement or by operation of law. The transferee shall become a successor Limited Partner only upon the compliance with the terms of the Partnership Agreement.

XI. Right to Admit Additional Limited Partners

The General Partners may create additional classes of Limited Partners upon the prior written approval of Limited Partners having in the aggregate a 75% interest in the net profits of the Partnership at that time except the Class B and Class C Limited Partners.

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XII. Priority Among Limited Partners

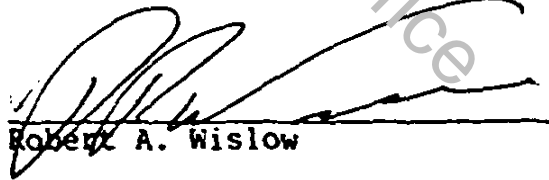
No Limited Partner has any priority over any other Limited Partner as to contribution or as to compensation by way of income, except as stated in Section IX of this Certificate.

XIII. Continuation of Business

The death, incapacity, or bankruptcy of any General Partner will dissolve the Partnership unless the remaining General Partners elect to continue the partnership business.

Notwithstanding the foregoing, if the remaining General Partners do not elect to continue the partnership business, or if neither Robert H. Gerstein nor Marshall M. Holleb remains as a Partner, then Limited Partners having in the aggregate a 75% interest in the net profits of each class of the Partnership at that time except the Class B and Class C Limited Partners may elect one or more new General Partners and continue the partnership business.

IN WITNESS WHEREOF, the undersigned General Partners, pursuant to a power of attorney, have executed this Certificate for themselves and for the Limited Partners as set forth herein, as of the day and year first above written.


Robert A. Wislow

Subscribed and sworn to
before me this 21st day
of January, 1986.


Notary Public

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Robert G. Bicek
Robert G. Bicek

Subscribed and sworn to
before me this 9th day
of February, 1986.

Harvey A. Chiron
Notary Public

Robert H. Gerstein
Robert H. Gerstein

Subscribed and sworn to
before me this 9th day
of February, 1986.

Harvey A. Chiron
Notary Public

DEPT-01 RECORDING \$16.25
T#1111 TRAN 0071 07/03/86 12:26:00
#0092 # C * -86-275759
COOK COUNTY RECORDER

Marshall M. Hoileb
Marshall M. Hoileb

Subscribed and sworn to
before me this 9th day
of February, 1986.

Harvey A. Chiron
Notary Public

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PLEASE RETURN TO:
LISA A. MASCOLI
HOLLEB & COFF
A PROFESSIONAL CORPORATION
55 EAST MONROE, STE. 4100
CHICAGO, ILLINOIS 60602

