

# UNOFFICIAL COPY

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LP 201

JIM EDGAR  
Secretary of State  
State of Illinois

Submit in Duplicate

\$75.00 filing fee. See other side  
for acceptable forms of payment.

## CERTIFICATE OF LIMITED PARTNERSHIP (Illinois limited partnership)

87494827

Validation Only  
FILED

SEP 9 1987

SECRETARY OF STATE

Pursuant to the provisions of the Revised Uniform Limited Partnership Act, the undersigned general partners hereby form the limited partnership named below:

1. The limited partnership's name is: The Winnetka Landmark Building Partnership, Limited Partnership (Note 1)

2. The Federal Employer Identification Number (F.E.I.N.) is: Applied for (Note 2)

3. This certificate of limited partnership is effective on: (Check one)

a) XX the filing date, or

b)          another date not more than 30 days subsequent to the filing date. Specify:         

4. The limited partnership's registered agent's name and registered office address is:

Registered Agent:	<u>GEKAS</u>	<u>CONSTANTINE</u>	<u>JOHN</u>
	Last Name	First Name	Middle Name

HARVITT & GEKAS, LTD.

Firm Name (if any)

Registered Office:	<u>135 S. La Salle Street</u>	<u>1254</u>
(P.O. Box alone is unacceptable)	Number	Suite #
	<u>Chicago,</u>	<u>Illinois</u>
	City	Zip Code

5. The address, including county, of the office at which the records required by Section 104 are to be kept is:

511 Park Drive  
Kenilworth, IL 60041

Cook

6. The limited partnership's purpose(s) is: to acquire and manage real property in Winnetka, IL (Note 3) 6531

7. The latest date upon which the limited partnership is to dissolve is: perpetual until event of termination

8. The total aggregate amount of cash and the aggregate agreed value of other property or services contributed by the partners and which they have agreed to contribute is: \$ 320,000.00

9. The agreement, if any, regarding a partner's termination of membership and distribution rights must be explained on a plain white 8-1/2" x 11" sheet, which must be stapled to this form. See attached

10. The names (last name first) and business addresses of all general partners must be listed:

<u>R.H. Chou Investments, Inc.</u>	<u>511 Park Drive, Kenilworth, IL 60041</u>
General Partner's Name	Business Address

General Partner's Name	Business Address
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The undersigned affirms, under penalties of perjury, that the facts stated herein are true.

All general partners are required to sign the certificate of limited partnership.

Signature Pres. - R.H. Chou Investments, Inc.

Signature

By: Raymond H. Chou, PRES.

Name (please print or type)

Name (please print or type)

If additional space is needed, this list must be continued in the same format on a plain white 8-1/2" x 11" sheet, which must be stapled to this form. Number of additional pages: 1

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## NOTES

**Note 1:** The name of the limited partnership must contain, without abbreviation, the words "limited partnership."

**Note 2:** If the Federal Employer Identification Number has not been obtained at the time of filing this document, it shall be obtained and shall be reported to the Secretary of State within 180 days after the date of filing this certificate.

**Note 3:** If this office is outside of Illinois, it must be the limited partnership's principal place of business.

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DEPT-91 RECORDING \$13.25  
T#1111 TRAN 105 09/09/07 12:32:00  
#1255 # A \* 07-494827  
COOK COUNTY RECORDER

Form LP-1 87494827

File No.

### CERTIFICATE OF LIMITED PARTNERSHIP

Filing Fee \$75

Payment must be made by Certified Check, Cashier's Check, Illinois Attorney's Check, Illinois C.P.A.'s Check or Money Order, Payable to "Secretary of State."

DO NOT SEND CASH!

All correspondence regarding this filing will be sent to the registered agent of the limited partnership unless a self-addressed envelope is included.

RETURN TO:

Secretary of State  
Corporation Department  
Limited Partnership Division  
Springfield, Illinois 62756  
Telephone (217) 785-8960

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Addendum to Certificated of Limited Partnership  
of The Winnetka Landmark Building Partnership, a Limited  
Partnership

## 8. Explanation of partner's termination of membership and distribution rights:

Except as specifically provided in the Agreement of Limited Partnership, or by law, no Partner shall have the right to withdraw or reduce his contribution to the capital of the Partnership. Nor shall the interests, rights, powers and duties of each partner be assignable or transferable in any way without the prior express written consent of the General Partner. If any Limited Partner shall be granted the right to withdraw from the Partnership, first the Partnership, and then the General Partner, and then Limited Partners, in the priority shown in the Agreement of Limited Partnership, shall have the right of first refusal of the purchase of the share of the Limited Partner, prior to the sale of the interest of said Limited Partner to any person or entity not a party to this Agreement. Any Limited Partner granted the right to withdraw shall present to the General Partner, a written bona fide offer from any interested purchaser, subject to the conditions and restrictions of this Agreement. Thereafter, the General Partner shall distribute copies of that offer to the Limited Partners. If neither the Partnership, General Partner nor any Limited Partner exercises their right to purchase the Limited Partners interest at the price included in that offer within twenty (20) days after receipt by the General Partner, then the Limited Partner desiring to transfer his interest may do so, but only by transferring it in conjunction with and pursuant to that offer.

The Partnership shall be dissolved upon the happening of any of the following events: the withdrawal of the General Partner or the sale of both parcels of the real estate and improvements which are the subject of this Partnership, except that the General Partner may sell or otherwise transfer that portion of the real estate which is currently comprised by a parking lot to be acquired by the Partnership.

Upon dissolution, the Partnership assets shall be distributed as follows: first, to the payment and discharge of all the Partnership debts and liabilities, including the payment of any indebtedness secured by the Partnership property which is guaranteed by Raymond H. Chou; and then to the Partners in accordance with their shares in the Partnership.

Upon completion of the dissolution, winding up, liquidation and distribution of the Partnership assets, the Partnership shall terminate.

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Return To:

Mr. Constantine Gekas

Harvitt & Gekas

135 S. La Salle, Suite 1254

Chicago, IL 60603

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