### LP 1205 (Interim) 7/1/87 through 12/31/87

UNOFFICIAL

Secretary of State State of Illinois

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#### CERTIFICATE OF AMENDMENT FOR PRE-EXISTING ILLINOIS LIMITED PARTNERSHIPS

Pursuant to the provisions of the Revised Uniform Limited Partnership Act, the preexisting limited partnership named below is hereby governed by that Act, effective at the time this certificate is filled in the office of the Secretary of State.

1.	The limited partnership's name is: Hagar Parking Associates						(Note 1)
2.	The Federal Empl	oyer Identification Nun	nber (F.E.I.N.) is:3	6-3299418		<u>-</u>	(Note 2)
3.	The limited partnership's registered agent's name and registered office address is:						
	Registered Agent	Last Name		bert First Name		E. Middle Name	
	Registered Office:	High & Grais Find North (If any)  175 North Franklin Number Street				400 Suite#	
	is unacceptable)	Chicago City		County	filingis	60606 Zip Code	
4.	The office address, including county, at which the rounds required by Section 104 are to be kept is:  175 North Franklin, Stite 400						<del></del>
		Chicago, Ill					(Note 3
<b>5</b> .	The limited partner East Lake St	ship's purpose(s) is: reet, Chicago, l or convenien	To purchase, continuous, and to carry on t	wr and develor to do any and re Partnership	certain prop all acts and business as	erty locate things whi aforesaid.	ed on on may
6. 7.	The latest date upo	on which the limited par	rtnership is to dissolve it d partnership's original Document of Book & F	December 3:	1, 2034	6746	
8.	The total aggregate which they have a additional c	e amount of cash and to greed to contribute is: a pital in the	he aggregate agreed vi 5,000,00 The form of Loans a	alue of other property of Limited Partners Is set forth in	orzawiaan contribute ers stell be r i the Partners	d by the partners required to ship Agreem	and contrib ent.
9.	The agreement, if any, regarding a partner's termination of membership and distribution rights muz! be explained on a plain white 8-1/2"x 11" sheet, which must be stapled to this form. (See attached Paragraph 9 - Supplement)						
10.	The names (last name first) and business addresses of all general partners must be fisted on a separate plath white 8-1/2" x sheet which must be stapled to this form. See Exhibit "A"						11 <b>*</b>
	The undersigned affirms, under penalties of perjury, that the facts stated herein are true.						
All general partners are required to sign the certificate to be governed by the Revised ( Signature Signature Robert E. Neiman Name (please print or type)  Name (please print or type)					alch M. Klafi	Act.	
	Signature Ronald B. Gra	ais	<u>.</u>	Signature			.,
	Name (please print			Name (please p	rint or type)		

If additional space is needed, this list must be continued in the same formation a plain white 8-1/2" x11" sheet, which must be stapled

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#283-A/SUPPLEMENT 12/02/1987

#### PARAGRAPH 9 - SUPPLEMENT

- 9. A. The contributions by the Limited Partners shall be returned out of Net Operating Profit, as defined in the Partnership Agreement, or upon termination of the Partnership, to the extent provided in the Partnership Agreement after the payment of all debts and obligations of the Partnership.
- B. The Limited Partners are entitled to receive the percentage share of the Net Operating profits of the Partnership according to their percentage Partnership interests; provided, however, that such entitlement shall not be effective until certain General and Limited Partners have received the special allocation set forth were fully in the Partnership Agreement.
- c. A Limited Partner may assign his or its interest to a relative, a trust wherein the principal beneficiary is the Limited Partner or a relative or a corporation or partnership wherein the Limited Partner or a relative owns at least fiftyone percent (51%) of the voting power, or another partner, and such assignee may become a substituted Limited Partner, if given that right by the assignor, upon the written consent of the A Limited Partner may assign his or its General Partners. interest to a third person other than the entities set forth in the first sentence of this subparagraph 9C. but must first offer such interest to the other Partners, and such assignee may become a Limited Partner only with the consent of the General All assignees must bind themselves to perform the Partners. provisions of the Limited partnership Agreement which are required to be performed by the Limited Partners in order to become a Limited Partner. No transfer or assignment of interest shall be effective and valid if such transfer or assignment would result in the termination of the Partnership for Federal income tax purposes.
- D. The General Partners of the Partnership have no right to admit additional Limited Partners to the Partnership (other than through approval of assignments or transfers as set forth in subparagraph 9C herein above) or to dilute the interests of the existing General and Limited Partners.
- E. No right is given to any Limited Partner to priority over any other Limited Partner as to contributions or as to com-

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E. . No right is given no any ileakad Fargeer to priority over any other limited Parther as be contribution into as to cont

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pensation by way of income, except that certain Limited Partners have a right to receive a special allocation of Net Operating Profits as more fully set forth in the Partnership Agreement.

- F. The death of a Limited Partner does not affect the Partnership. The retirement, removal, death, bankruptcy, insanity or incompetency of a General Partner, does not dissolve the Partnership, and the remaining General Partners shall continue the Partnership, and Successor General Partners may be chosen by the surviving General Partner and the Limited Partners within sixty (60) days, according to the terms of the Partnership Agreement.
- 5. The Limited Partners do not have the right to demand or receive croperty other than cash in return for their contribution.

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#### EXHIBIT "A"

### General Partners - Names and Business Addresses

Ronald B. Grais 175 North Franklin Street Suite 400 Chicago, Illinois 60606

Robert E. Neiman 175 North Franklin Street Suite 400 Chicago, Illinois 60606

Droporty o Hersch M. Klaff 25 East Washington Street Suite 1206 Chicago, Illinois

Coot County Clert's Office

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