

UNOFFICIAL COPY

C000846

LP 201

JIM EDGAR
Secretary of State
State of Illinois

6 4 5 2 2 9 0

Submit in Duplicate

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

CERTIFICATE OF LIMITED PARTNERSHIP
(Illinois limited partnership)

87617290

87645268

Validation Only

FILED

NOV 17 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:

- The limited partnership's name is: R.I. Limited Partnership (Note 1)
- The Federal Employer Identification Number (F.E.I.N.) is: Applied for DEPT-01 RECORDING (Note 2) \$14.00
T#2222 TRAN 2912 11/17/87 16:25:00
#4988 # B * -67-617290
COOK COUNTY RECORDER
- This certificate of limited partnership is effective on: (Check one)
a) the filing date or
b) another date more than 30 days subsequent to the filing date. Specify: _____
- The limited partnership's registered agent's name and registered office address is:
Registered Agent: Sinclair Stephen J.
Last Name First Name Middle Name
c/o Rubloff, Inc.
Firm Name (if any)
Registered Office: 111 W. Washington Street, Suite 2100
(P.O. Box alone Number Street Suite #
is unacceptable) Chicago Cook Illinois 60602
City County Zip Code
- The address, including county, of the office at which the records required by Section 104 are to be kept is:
111 W. Washington Street, Suite 2100
Chicago, Illinois 60602 (Cook) (Note 3)
- The limited partnership's purpose(s) is: 6552-Real estate subdividers and developers,
except cemeteries
- The latest date upon which the limited partnership is to dissolve is: December 31, 2026
- 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: \$ 7,312,500.00
- 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.
- The names (last name first) and business addresses of all general partners must be listed:
See Exhibit "A" attached 111 W. Washington St., Suite 2100,
General Partner's Name Business Address
Chicago, IL 60602
General Partner's Name Business Address

87645268

87617290

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.

See Exhibit "A" attached

Signature

Signature

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: 3

14-8

UNOFFICIAL COPY

Form LP 201

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) 785-6000

After recording return to:

Julie C. Leaman, Esq.
Coffield Ungarachi Harris & Slavin
3500 Three First National Plaza
Chicago, Illinois 60602

First Name _____

Last Name (to read) _____

First Name (to read) _____

Last Name (to read) _____

First Name (to read) _____

Last Name (to read) _____

First Name (to read) _____

Last Name (to read) _____

First Name (to read) _____

Last Name (to read) _____

First Name (to read) _____

Last Name (to read) _____

First Name (to read) _____

Last Name (to read) _____

First Name (to read) _____

Last Name (to read) _____

First Name (to read) _____

Last Name (to read) _____

Property of Cook County Clerk's Office

SECRETARY OF STATE

FORM LP 201

SECRETARY OF STATE

SECRETARY OF STATE

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.

FILED

NOV 17 1987

SECRETARY OF STATE

Attachment to:

CERTIFICATE OF LIMITED PARTNERSHIP

OF R.I. LIMITED PARTNERSHIP

1. Question 9 - Form LP 201

Prior to date that, on a cash basis, revenues from the operation of the land and improvements commonly known as 100 North Riverside Plaza, Chicago, Illinois shall equal or exceed, and for the preceding twelve (12) calendar month period shall have equaled or exceeded, the amount necessary to pay all debt service on indebtedness of the Partnership, all rents and other amounts payable under the Ground Lease and all operating expenses, real estate taxes, insurance premiums and all other costs and expenses attributable to the ownership, operation, leasing and use of said land and improvements for such twelve (12) calendar month period ("Break-Even"), no Partner shall (and after Break-Even, no Partner shall, without the prior written consent of the other Partner) retire or withdraw from the Partnership or assign, pledge, encumber, sell or otherwise dispose of or hypothecate any part of its percentage interest or rights to receive distributions from the Partnership.

Certain transfers by the Limited Partner and the General Partner are permitted as more specifically provided in Sections 10.02 and 10.03 of the Partnership Agreement.

Upon a dissolution of the Partnership, except as otherwise expressly provided in the Partnership Agreement, the General Partner shall proceed to cause the assets of the Partnership to be sold and to distribute the proceeds received therefor (i) first, to the payment of all debts and liabilities of the Partnership, (ii) second, to the expenses of liquidation, (iii) third, to the establishment of reserves, (iv) fourth, to the repayment of any loans by the Partners to the Partnership, and (v) fifth, to the Partners in the manner set forth in Section 13.07 of the Partnership Agreement.

2. Approval Rights of Limited Partner.

In addition to the matters enumerated in subsection (b) of Section 303 of the Revised Uniform Limited Partnership Act, the Partnership Agreement provides that the Limited Partner shall have the right to approve or consent to the following matters, as more specifically provided in Sections 3.02, 3.06 and 6.09 of the Partnership Agreement:

89254013

STATS 30 MAY 1988

1988 11 1988

ATTN:

Attachment to

DEFINITION OF LIMITED PARTNERSHIP

OF R.T. LIMITED PARTNERSHIP

Section 2 - Year 1988

Section 2 - Year 1988

The purpose of this section is to define the term "limited partnership" as used in the Code. The term "limited partnership" means a partnership in which the liability of at least one partner is limited to the amount of his contribution to the partnership.

The liability of a partner is limited to the amount of his contribution to the partnership if the partnership is a limited partnership. The liability of a partner is not limited to the amount of his contribution to the partnership if the partnership is a general partnership.

The liability of a partner is limited to the amount of his contribution to the partnership if the partnership is a limited partnership. The liability of a partner is not limited to the amount of his contribution to the partnership if the partnership is a general partnership.

The liability of a partner is limited to the amount of his contribution to the partnership if the partnership is a limited partnership. The liability of a partner is not limited to the amount of his contribution to the partnership if the partnership is a general partnership.

The liability of a partner is limited to the amount of his contribution to the partnership if the partnership is a limited partnership. The liability of a partner is not limited to the amount of his contribution to the partnership if the partnership is a general partnership.

The liability of a partner is limited to the amount of his contribution to the partnership if the partnership is a limited partnership. The liability of a partner is not limited to the amount of his contribution to the partnership if the partnership is a general partnership.

Section 3 - Year 1988

The liability of a partner is limited to the amount of his contribution to the partnership if the partnership is a limited partnership. The liability of a partner is not limited to the amount of his contribution to the partnership if the partnership is a general partnership.

The liability of a partner is limited to the amount of his contribution to the partnership if the partnership is a limited partnership. The liability of a partner is not limited to the amount of his contribution to the partnership if the partnership is a general partnership.

The liability of a partner is limited to the amount of his contribution to the partnership if the partnership is a limited partnership. The liability of a partner is not limited to the amount of his contribution to the partnership if the partnership is a general partnership.

STATS 30 MAY 1988

Property of Cook County Clerk's Office

UNOFFICIAL COPY

C 000896

8 7 6 4 5 2 6 8

FILED

NOV 17 1987

SECRETARY OF STATE

- a. the issuance of bid documents pursuant to the Plans and Specifications;
 - b. construction contracts;
 - c. any material changes in the approved Plans and Specifications;
 - d. termination of the services of the Architect, reallocation of primary responsibility for the design and inspection of the Improvements from the Architect or appointment of a substitute architect;
 - e. the borrowing of money on behalf of the Partnership in excess of \$250,000.00, or the mortgage or other encumbrance of any of the Partnership's assets;
 - f. other than the Project Loan, the grant, conveyance, refinancing, recasting, modification or extension of any loan secured by the Land and the Improvements;
 - g. contracts obligating the Partnership for the payment of more than \$50,000.00;
 - h. guarantees of the indebtedness or obligations of the Partnership or any third party;
 - i. any change, modification or alteration of the Budget; and
 - j. any amendment or modification of the Articles of Agreement of 100 Riverside Joint Venture, an Illinois general partnership.
3. Further details and definitions of those terms used herein can be found in the Partnership Agreement, a copy of which is kept at the office of records specified in Question 2 of form LP 201.

89254913
87645268

UNOFFICIAL COPY

STATE NO. WATERBURY

1911

1911

the purpose of said document pursuant to the provisions of the said statute.

(addressed hereto)

and shall have the effect of a final judgment and decree in the premises.

It is the duty of the court to see that the provisions of the said statute are fully and faithfully executed and that the interests of the parties are fully and fairly protected.

It is the duty of the court to see that the provisions of the said statute are fully and faithfully executed and that the interests of the parties are fully and fairly protected.

It is the duty of the court to see that the provisions of the said statute are fully and faithfully executed and that the interests of the parties are fully and fairly protected.

It is the duty of the court to see that the provisions of the said statute are fully and faithfully executed and that the interests of the parties are fully and fairly protected.

It is the duty of the court to see that the provisions of the said statute are fully and faithfully executed and that the interests of the parties are fully and fairly protected.

It is the duty of the court to see that the provisions of the said statute are fully and faithfully executed and that the interests of the parties are fully and fairly protected.

It is the duty of the court to see that the provisions of the said statute are fully and faithfully executed and that the interests of the parties are fully and fairly protected.

It is the duty of the court to see that the provisions of the said statute are fully and faithfully executed and that the interests of the parties are fully and fairly protected.

1911

Property of Cook County Clerk's Office

UNOFFICIAL COPY

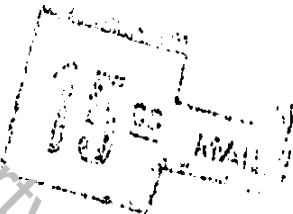
8 7 6 4 5 1 2 6 8

DEPT-01 RECORDING
TR#222 TRAN 4698 12/04/87 16:26:00
#8727 # 15 # -87-645268
COOK COUNTY RECORDER

87617290

87645268

Property of Cook County



87645268

Title: In Vice President
Name: Ray Sinclair

BY: [Signature]

BY: Late Michigan Properties
IV, Inc., an Illinois
corporation, its sole general
partner

Riverside Park I Associates
Limited Partnership, a Delaware
limited partnership

General Partner:

EXHIBIT "A"

8 7 6 1 7 2 9 0

UNOFFICIAL COPY

COOK COUNTY RECORDS
ASSISTANT CLERK
PROPERTY TAX DEPARTMENT

00000000

00000000

Property of Cook County Clerk's Office

00000000

COOK COUNTY RECORDS
PROPERTY TAX DEPARTMENT

PROPERTY TAX DEPARTMENT
COOK COUNTY RECORDS

00000000

00000000