

AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP
OF FIFIELD ROSEMONT-O'HARE LTD.

THIS AGREEMENT AND CERTIFICATE (the "Agreement and Certificate") is entered into as of the 12th day of December, 1986 as the Agreement and Certificate of Limited Partnership of FIFIELD ROSEMONT-O'HARE LTD., an Illinois limited partnership (the "Partnership"), by and between STEVEN D. FIFIELD, an Illinois resident, as general partner (hereinafter referred to as the "General Partner"), and LINDA FIFIELD (hereinafter referred to as the "Limited Partner"), as limited partner. References herein to "Partner" or "Partners" without designation as to "General" or "Limited" include both the General Partner and the Limited Partner.

W I T N E S S E T H:

WHEREAS, the parties hereto desire to form a limited partnership (the "Partnership") pursuant to the Uniform Limited Partnership Act of the State of Illinois, as amended (the "Act"), for the purposes and in accordance with the terms hereinafter set forth; and

WHEREAS, it is contemplated that the Partnership shall be a limited partner in Rosemont-O'Hare Associates (the "Venture"), an Illinois limited partnership, which Venture shall provide for the development and operation of the property described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"), subject to the terms, provisions and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing recitals, all of which are incorporated herein by this reference, the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Organization and Name. The Partnership is and shall be a limited partnership organized under and pursuant to the Act. The name of the Partnership is Fifield Rosemont-O'Hare Ltd. The General Partner and the Limited Partner of the Partnership shall be the parties designated aforesaid. The addresses of the Partners are set forth below their respective names on the signature pages hereof. The Partners agree to execute such certificates or documents and do such filings and recordings and all other acts, including the filing or recording

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(A) The initial capital of the Partnership (the "Initial Capital") shall be \$1,000.00. Each of the Partners shall contribute to the initial capital of the Partnership ("Initial Capital Contributions") and shall own a percentage of the Partnership (individually, an "Ownership Percentage" and collectively, the "Ownership Percentages") in the amounts and percentages specified below:

5. Capital.

4. Term. The Partnership shall commence on the date hereof and continue until December 31, 2050, unless sooner terminated (i) by conversion of all of the assets of the Partnership to cash or its equivalent, (ii) in accordance with the terms of this Agreement and Certificate, (iii) by law, (iv) upon agreement of all of the Partners or (v) upon the dissolution, bankruptcy, liquidation or withdrawal of the General Partner, unless the Partnership is reconstituted and continued as provided in Section 10 of this Agreement and Certificate.

3. Place of Business and Principal Office. The principal place of business of the Partnership shall be located at 100 South Wacker Drive, Suite 900, Chicago, Illinois 60606 and its principal office shall be at 100 South Wacker Drive, Suite 900, Chicago, Illinois 60606 or at such other place within the State of Illinois as the General Partner may designate by notice to all Partners.

2. Purpose and Title. The purpose and business of the Partnership shall be (i) to act as a limited partner of the Venture, which Venture shall own, develop, improve, hold for investment, operate, mortgage, manage, lease, sell, exchange or otherwise exploit the Property; (ii) to do all acts which it may be empowered to do in its capacity as such limited partner; (iii) to invest in and develop other real and personal property, directly or indirectly, through ownership, interest, or general and limited partnership interests, stocks and bonds of corporations, securities of any type and kind, beneficial interests in land trusts; and to carry out all activities pertaining thereto. The Partnership shall have the power to do all acts and things necessary or useful in connection with the foregoing. Title to the Property shall be taken and held by American National Bank and Trust Company of Chicago, as Trustee under Trust Agreements dated December 12, 1986 and known as Trust Nos. 100841-01, 100842-00, and 100946-05. The beneficial interest in the aforesaid trust shall be held by the Venture.

of this Agreement and Certificate and Assumed Name Certificates in appropriate governmental offices, as may be required in order to comply with all applicable laws.

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Partnership interest. In furtherance of the foregoing pledge, the originally executed counterpart of this Agreement which solely represents and evidences the Partnership interest of each Partner shall be deposited with and held by the Partnership throughout the term of the Partnership.

(D) In the event that a Partner fails to make any Additional Capital Contribution required hereby on or before the date the same is due ("Defaulting Partner"), the other Partners ("Non-Defaulting Partners") who have made all capital contributions required of them shall have the right, but not the obligation, to loan to the Partnership ("Partner Loan") the amount of the Defaulting Partner's delinquent contribution. If more than one Non-Defaulting Partner desires to make a Partner Loan, the Partner Loan shall be allocated among them in the same proportion that the Ownership Percentage allocated to each such Non-Defaulting Partner bears to the aggregate Ownership Percentage allocated to all Non-Defaulting Partners desiring to make the Partner Loan or as such Lending Partner(s) shall otherwise agree. Each Partner Loan shall be non-recourse to the Partners and be payable only out of the Partnership assets, shall bear interest at the Prime Rate plus one (1) percent per annum (said rate of interest to change when and as the Prime Rate changes), shall be prepayable at any time without premium or penalty, and the principal amount of and all accrued and unpaid interest on each Partner Loan shall mature and be due and payable in full on the first anniversary of the date the Partner Loan is made. All Cash Flow (as hereinafter defined) which would otherwise be payable to said Defaulting Partner, is hereby pledged to the Non-Defaulting Partners who make the Partner Loan and such Cash Flow shall be applied in repayment of the Partner Loans, pro rata. If a Partner Loan, together with accrued and unpaid interest thereon, is not paid in whole or in part at or before maturity, each of the Lending Partner(s) shall have the right to pursue any one or more of the following rights and remedies: (1) to renew the Partner Loan on the same terms as herein provided for such period as such Lending Partner(s) may designate; (2) to cause the Partnership to enforce its action in law or equity the obligation of the Defaulting Partner to make all capital contributions (and pay interest thereon) required by this Section which have not been made and in respect to which the Partner Loan was made, the proceeds of which shall be used to retire the Partner Loan (and if there are more than one, the Partner Loans pro rata to each Lending Partner in proportion to the amount owed to each Lending Partner); and (3) to cause the Partnership to foreclose or otherwise realize upon its security interest in the Defaulting Partner's Partnership interest. Each of the above rights and remedies shall be cumulative and pursuit of one or more of them shall not preclude pursuit of any of the others, concurrently or successively.

(c) Each Partner hereby severally pledges to the Partnership and grants to the Partnership a security interest in his partnership interest as security for his obligation to make additional Capital Contributions (and pay interest thereon) as herein provided. If a Partner fails to timely make any such additional Capital Contribution and/or pay interest thereon as provided herein, in whole or in part, and if such failure shall continue for sixty (60) days or more following the date such contribution is due, then in such event the Partnership shall have, in addition to other rights provided for herein, all of the rights and remedies of a secured party under the Illinois Uniform Commercial Code in respect to such defaulting Partner's

(b) If at any time and from time to time during the term of the Partnership, the General Partner determines that (1) additional funds are required by the Partnership to satisfy partnership obligations or in furtherance of the business of the Partnership, and (ii) such funds are not otherwise available to the Partnership, then in such event the General Partner may so notify all Partners (x) advising the amount of additional funds ("Additional Capital") which the General Partner determines are required by the Partnership, (y) specifying the date on which each Partner shall contribute his proportionate share of such additional funds, which date shall not be less than 15 days following the date of such notice, and (z) requesting that each Partner contribute to the capital of the Partnership a portion of the Additional Capital proportionate to his Ownership Percentage ("Additional Capital Contributions"). Each Partner agrees to contribute to the capital of the Partnership his share of the Additional Capital, plus interest thereon from the date such contribution is due to the date the same is paid at the prime rate of interest announced by and from time to time in effect at Continental Illinois National Bank and Trust Company of Chicago for short-term unsecured loans made at Chicago Illinois to its most creditworthy corporate borrowers ("Prime Rate" herein) plus one (1) percent per annum, said interest rate to change when and as the Prime Rate changes.

Ownership Percentages	Contributions	Initial Capital
20%	Linda Fifield.....\$200.00	Limited Partner
80%	Steven D. Fifield.....\$800.00	General Partner

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(I) Anything in this Agreement and Certificate to the contrary notwithstanding, no capital contribution which otherwise becomes due and payable during the pendency of a foreclosure proceeding involving the Property or an insolvency proceeding involving the Venture or the Partnership, as debtor, shall be due and payable during the pendency of either or both such proceedings or in connection with a proceeding to foreclose against the partnership interests represented hereby or thereafter in connection with such proceeding to foreclose against the partnership interests. For purposes hereof (a) a foreclosure

(H) No interest or additional share of Profits shall be paid or credited to the Partners or their capital accounts, or on any undistributed Profits or funds left on deposit with the Partnership; provided, however, that nothing herein contained shall be construed to prevent or prohibit the payment of interest on account of loans made by any of the Partners to the Partnership. Any loans made to the Partnership by a Partner shall not increase its capital contribution or interest in the Profits, Losses or Cash Flow (as hereinafter defined) of the Partnership, but shall be a debt due from the Partnership and repaid accordingly, subject to the provisions pertaining to priority with respect to repayment of Partner Loans contained in this Agreement.

(G) A separate capital account shall be maintained for each of the Partners. There shall be credited to each of the Partners' capital accounts the amount of any contribution of capital made by such Partners and such Partners' share of the Profits (as hereinafter defined) of the Partnership. There shall be charged against each Partner's capital account the amount of all distributions to such Partner and such Partner's share of the Losses (as hereinafter defined) of the Partnership. No Partner shall be entitled to the return of its capital, except as provided in this Agreement and Certificate and except to the extent, if any, that distributions are made or deemed to be made to such Partner otherwise than out of Profits pursuant to this Agreement and Certificate.

remain liable to make all required capital contributions (and interest thereon until the same are fully paid) therefore due in respect to the foreclosed Partnership interest and to pay all expenses of the Partnership in connection with any such sale and/or the collection of his capital contribution (and interest thereon) due to the Partnership, provided that the proceeds of any such foreclosure sale actually received by the Partnership from the purchaser at said sale shall be applied against the amount due from the Defaulting Partner. The Defaulting Partner shall not obtain any interest in the Profits or Losses, Cash Flow or capital of the Partnership after the foreclosure sale of his Partnership interest by virtue of any subsequent payments made to the Partnership, as aforesaid.

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(B) Except as provided in Section 6(C) hereof, all profits and losses (and all items of income, gain, loss and deduction

and (z) contingent liabilities. ship or secured by Partnership assets, (y) capital expenditures, maturing obligations, liabilities and expenses of the Partner- discretion of the General Partner for (x) currently due and in excess of all cash expended or reserved in the reasonable shall mean all cash received by the Partnership from all sources ship by the Partnership's accounts; and (ii) "Cash Flow" federal income tax purposes for each fiscal year of the Partner- respectively, of the Partnership as finally determined for "profits" or "losses" shall mean the net profits or net losses, (A) as used in this Agreement and Certificate: (i)

6. Allocations and Distributions.

interest therein. or substantially all of the property or the Partnership's subsequent to the sale, conveyance or other disposition of all otherwise due and payable hereunder shall be due and payable proceeding or proceedings. Further, no capital contribution and payable on the 15th day following the conclusion of such to be paid in the absence of such proceeding shall become due reitly pending) all capital contributions theretofore scheduled such events if foreclosure or insolvency proceedings are concur- Partners in this Partnership, then in either such event (or both interest of the Partnership in the Venture or of the limited in the event of a reorganization that causes no reduction in the aforesaid, and if an insolvency proceeding shall be dismissed or foreclosure, or other loss of the property by the Venture as decree of foreclosure, a conveyance or assignment in lieu of foreclosure proceeding shall be terminated other than by a released and discharged without further act or instrument. If a due after the commencement of such proceeding shall be forever any contribution to the capital of the Partnership which became obligation of the Partnership or the limited Partners to make limited Partners in this Partnership, then in any such event the Partnership in the Venture or a reduction of the interest of the or the Venture causing a reduction of the interest of the Partnership, a liquidation or a reorganization of the Partnership an insolvency proceeding shall result in an adjudication of result in a foreclosure, a conveyance or assignment in lieu of foreclosure, or other loss of the property by the Venture, or if for the benefit of creditors. If a foreclosure proceeding shall any voluntary or involuntary proceeding under the Federal Bankruptcy Code or any state insolvency laws or any assignment income from the Property; and (b) an insolvency proceeding is enforcement proceeding by a collateral assignee of the rents and Property to foreclose or enforce its lien and/or for the ap- pointment of a receiver or a mortgagee in possession, or any proceeding is a suit or other action by any mortgagee of the

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(A) The General Partner, subject to the Act and the terms and provisions of this Agreement and Certificate, shall have the full and complete power of management and control of the conduct and operation of the Partnership business. In addition to the

7. Management.

(E) No Partner shall have priority over any other Partner either as to the return of capital or as to profits, losses or distributions. No Partner shall have the right to demand or receive property other than cash for its capital in the Partnership or in payment of its share of profits or Cash Flow.

(D) Cash Flow, if any, shall be allocated and distributed first to pay the principal of and interest on Partner loans made pursuant to Section 5(D), and the balance of Cash Flow remaining after retirement of all outstanding Partner loans shall be allocated and distributed to and among the Partners in proportion to their respective Ownership Percentages. Cash Flow shall be distributed in such amounts and at such intervals (at least annually) as the General Partner shall, in its reasonable discretion, determine.

(C) All profits and losses realized by the Partnership on the sale, condemnation, foreclosure or other disposition of any interest or property in which the Partnership has a direct or indirect interest shall be determined as provided in Section 1001 of the Internal Revenue Code (but without regard to any adjustment to basis under Section 734 or 743 of said Code). Profits under this Section 6(C) shall be allocated first among the Partners having negative capital account balances in their capital accounts (prior to giving effect to any distribution of Cash Flow pursuant to Section 6(D)) in proportion to and to the extent of such negative balances; and second, to the Partners in an amount equal to the balance of Cash Flow generated from such disposition remaining after the payment of all outstanding Partner loans distributed to the Partners pursuant to subsection 6(D) hereof. Losses shall be allocated first to the Partners with positive capital account balances in proportion to the positive balances of such accounts until the capital account balances of all such Partners are equal to zero. Any remaining losses shall be allocated to the Partners in accordance with their respective Ownership Percentages.

affecting the computation thereof) and all tax credits (including, but not limited to, investment tax credits) shall be allocated to and among the Partners in proportion to their respective Ownership Percentages. The amount of any recapture of depreciation or tax credits (including, but not limited to, investment tax credits) shall be allocated to and among the Partners in the same ratio as the depreciation or tax credit recaptured was originally allocated to the Partners.

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(D) Except as otherwise expressly set forth herein, no Partner shall receive compensation for services rendered in its capacity as a Partner. The General Partner may engage, on behalf and at the expense of the Partnership, such persons, firms or corporations as the General Partner in its reasonable judgment shall deem advisable, including firms in which they have an interest and firms owned by the Limited Partner and firms in which they have an interest, for the conduct and operation of the business of the Partnership, including management, development, leasing and sales agents and brokers, mortgage bankers, lawyers, accountants, architects, engineers consultants, contractors and surveyors of other services or materials for the Partnership or the Property, on such terms and for such compensation or costs as the General Partner in its reasonable judgment, shall determine; provided that in the engagement of firms owned by the General Partner or the Limited Partner or firms in which they have an interest, the General Partner shall engage such firms for compensation which is comparable to compensation which would be payable for like services and/or

(E) Without limitation of any provision of this Agreement and Certificate, the General Partner is hereby authorized and vested with the power on behalf and at the expense of the Partnership and without the consent of the Limited Partner to execute the Venture partnership agreement on behalf of this Partnership and to do all acts which it may be empowered to do under said partnership agreement on behalf of this Partnership, to develop, improve, sell, transfer, convey, exchange, lease, encumber or otherwise deal with all or any part of the assets of the Partnership or any partnership in which the Partnership is a member of, including, without limitation, the Property; to borrow money or incur recourse and non-recourse indebtedness on behalf of the Partnership; to repay, refinance, recast, increase, modify or extend any indebtedness of the Partnership; and to execute or cause to be executed any instruments in connection with the foregoing to carry out the intentions and purposes hereof.

(F) The Limited Partner shall not take part in the management of the business of or transact any business for the Partnership and shall have no power to contract for or act on behalf of the Partnership. The Limited Partner shall have such rights concerning the conduct of Partnership affairs as are provided by the Act to the extent not inconsistent with the provisions of this Agreement and Certificate.

(G) The Limited Partner shall not take part in the management of the business of or transact any business for the Partnership and shall have no power to contract for or act on behalf of the Partnership. The Limited Partner shall have such rights concerning the conduct of Partnership affairs as are provided by the Act to the extent not inconsistent with the provisions of this Agreement and Certificate.

rights and powers herein conferred, the General Partner shall possess and may exercise all of the rights and powers of a general partner as provided in (but subject to the limitations and restrictions of) the Act, as now in effect or as hereafter from time to time amended.

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8. Other activities of the Partners. Any Partner (or any partner or affiliate of a Partner) may engage and possess an interest in any other business venture of any nature, kind or description, including, but not limited to, a property or business competitive with the property or the business conducted by the Partnership, and no Partner (nor any partner or affiliate of a Partner) shall have any obligation whatsoever to offer other investment opportunities to the Partnership or any Partner or any partner of a Partner.

(viii) admit an additional or substituted limited Partner (as hereinafter defined) except as provided to the contrary herein.

(vii) admit a General Partner; and

(vi) possess Partnership assets or assign their rights in specific Partnership assets other than for Partnership purposes;

(v) knowingly do anything as a result of which the business of the Partnership shall be periled or prejudiced;

(iv) bind the Partnership as guarantor or surety for a third person;

(iii) confess a judgment against the Partnership;

(ii) assign the Partnership property in trust for creditors;

(i) perform any act in violation of this Agreement and Certificate;

(E) Anything herein to the contrary notwithstanding, the General Partner shall not do any of the following acts without the prior written consent of all the Partners:

(E) The General Partner and its agents and employees shall not be liable, responsible or accountable in damages or otherwise to the Partnership or any of the Partners or their successors or assigns for any acts performed or omitted within the scope of the authority conferred on the General Partner by this Agreement and Certificate, provided that the General Partner or its agents or employees shall act in good faith and shall not be guilty of willful misconduct or gross negligence.

materials from independent responsible firms within the metropolitan Chicago area.

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(A) Except as expressly set forth in Section 5C or in Section 10 of this Agreement and Certificate, neither the

10. Assignment of Partnership Interests, Death or Dissolu-
tion of Partnership.

(E) The fiscal year of the Partnership shall be the
calendar year.

(D) In the event of a distribution of property made in the
manner provided in Section 734 of the Internal Revenue Code of
1954, as amended, or in the event of a transfer of any interest
in the Partnership permitted by this Agreement and Certificate
made in the manner provided in Section 743 of said Code, the
General Partner, on behalf of the Partnership, may file an
election under Section 752 of said Code in accordance with the
procedures set forth in the applicable regulations promulgated
thereunder.

(C) Not later than 90 days following the close of each
fiscal year of the Partnership, the General Partner shall cause
to be prepared and furnished to each person who was a Partner
during the preceding fiscal year (i) a United States Informa-
tional Partnership Income Tax Return for such fiscal year, and
(ii) all other information pertaining to the Partnership for
such fiscal year received by the General Partner from the
Venture. The General Partner shall not be deemed in breach
hereof if it is unable to furnish any of the materials required
hereunder by virtue of its inability to obtain necessary infor-
mation from the Venture. All elections and options available to
the Partnership for financial statement and income tax purposes
shall be taken or rejected by the Partnership in the sole
discretion of the General Partner.

(B) Accurate books, records and accounts shall be main-
tained by the Partnership showing its assets, liabilities,
operations, transactions and financial condition, and the
General Partner shall cause to be entered therein all transac-
tions by them on behalf of the Partnership. The Partnership
books shall be maintained at the principal office of the Part-
nership and each of the Partners shall, at all reasonable times
and during regular business hours, have the right to inspect and
copy same.

(A) All funds of the Partnership shall be deposited in its
name in accounts at such bank or banks as are designated by the
General Partner and the General Partner or its designees shall
have the right to draw checks thereon and make, deliver, accept
and endorse negotiable instruments in connection with Partner-
ship business.

9. Banking, Records and Tax Matters.

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(a) the filing of an application by such Partner for a consent to the appointment of a receiver, trustee or liquidator of itself or of all of its assets, or

(1) "Bankruptcy" shall have been deemed to have occurred upon:

(E) For the purposes of this Agreement and Certificate, the following definitions shall be applicable:

(D) In the event of the death, and subject to the terms of Section 10(E) of this Agreement and Certificate, in the event of the dissolution or bankruptcy of a limited Partner, or an involuntary transfer of a limited Partner's interest, the legal representatives or the successors in interest to a deceased, dissolved or bankrupt limited Partner or limited Partner who has suffered an involuntary transfer shall, subject to the requirements of Section 11 hereof, become a substituted limited Partner.

(C) In the event of the death, dissolution, bankruptcy or withdrawal of the General Partner, or the involuntary transfer of the General Partner's interest, the Partnership shall terminate and be dissolved upon the expiration of sixty (60) days thereafter, unless a majority of the limited Partners as represented by their ownership percentages for the period in question shall elect to reconstitute the Partnership by the designation of one (1) or more new General Partners.

(B) The death, dissolution or bankruptcy (as said terms are hereinafter defined) of a Partner or the involuntary transfer of a Partner's interest shall not terminate or dissolve the Partnership so long as there remains at least one (1) General Partner.

Partners nor any partners of the Partners shall assign, transfer, pledge, hypothecate or otherwise dispose of their interest in the Partnership or in any of the Partners of the Partnership without the consent of the General Partner, except to an Affiliate (as hereinafter defined). Any such person, firm or corporation acquiring such interest as an Affiliate shall be considered a limited Partner and shall not be entitled to participate in the management of the affairs of the Partnership. "Affiliate" shall mean any spouse, father, brother, sister, child, or grandchild of the Partner, or any other entity which is owned or controlled by any such Partner, a trust of which the Partner or any spouse, mother, father, brother, sister, child, or grandchild of the Partner is the beneficiary or which is controlled by the Partner.

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(b) the filing by such Partner of a voluntary Petition in Bankruptcy or the filing of a pleading in any court of record admitting in writing its inability to pay its debts as the same come due, or

(c) the making by such Partner of an answer admitting the material allegations of, or its consenting to, or defaulting in answering, a Petition filed against it in any bankruptcy proceeding, or

(d) the entry of an Order, Judgment or Decree by any Court of competent jurisdiction, adjudicating such Partner as bankrupt, or appointing a receiver, trustee or liquidator of him or it or of all of its assets, and such Order, Judgment or Decree continuing unstayed and in effect for any period of sixty (60) consecutive days; and

(2) "Dissolution" shall be deemed to occur upon the filing of a Statement of Intent to Dissolve, written notice of intention to dissolve, or the entry of a Decree or Order of a Court of competent jurisdiction dissolving such Partner, provided, however, a statutory merger or consolidation shall not be deemed a "dissolution."

(3) An "involuntary transfer" of a Partner's interest shall be deemed to occur pursuant to attachment, levy, execution, foreclosure, garnishment or any other such legal process or proceeding resulting in any involuntary transfer or when pledged as security for an obligation, pursuant to any public or private sale upon a default in said obligation (nothing herein contained, however, shall be deemed or construed as prohibiting the pledge of any such interest or portion thereof as security for any obligation) or to a trustee in bankruptcy, receiver or assignee for the benefit or creditors of a Partner.

(4) In the event of the bankruptcy, dissolution or involuntary transfer of a Limited Partner (the "Defaulting Partner") or its interest in this Partnership or if any creditor of a Defaulting Partner shall attempt to levy upon the interest of the Defaulting Partner in this Partnership, the other Partners ("the Non-Defaulting Partners") shall have the option, in proportion to their Ownership Percentages, for the period in question, to purchase said Defaulting Partner's interest in the Partnership upon ten (10) days written notice to the Defaulting Partner for a purchase price equivalent to the greater of the then capital account of the Defaulting Partner or the book value of all assets of the Partnership, as determined by the Partnership's accountants, multiplied by such Partner's Ownership Percentage. The purchase price shall be paid in cash or by certified or cashier's check at a time and place designated by

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(A) No person shall be admitted as an Additional Limited Partner or as a substituted Limited Partner ("Substituted

11. Admission of Substituted or Additional Limited Partners.

(H) Anything herein to the contrary notwithstanding, no transfer of a Limited Partner's interest in the Partnership (or any transfer of the interest of any partner of a Partner) may be made if, in the opinion of counsel to the Partnership, such transfer will result in a termination of the Partnership for federal income tax purposes or loss of the Partnership's status as a partnership for federal income tax purposes.

(C) In the event a Limited Partner shall desire to sell all or a portion of such Limited Partner's Ownership Percentage and the General Partner consents to such sale, the Limited Partner shall deliver to the other Partners a copy of the applicable sale agreement executed by the selling Limited Partner and a purchase, which shall contain a provision making it subject to this Section. The other Partners shall have a first right and option to purchase the selling Limited Partner's Ownership Percentage and interest in proportion that their respective Ownership Percentages bear to the Ownership Percentage of all Partners electing to so purchase and upon the same terms and conditions as are contained in the aforesaid sale agreement, which option shall be exercisable by the giving of notice to the selling Limited Partner within thirty (30) days after the other Partners shall receive a copy of the aforesaid sale agreement. The purchase price shall be payable in cash or by certified or cashier's check at a mutually convenient time and place but in any event within 60 days after the exercise of such option. In the event the other Partners shall not exercise the aforesaid option, the selling Limited Partner shall be permitted to sell his Ownership Percentage or portion thereof pursuant to the sale agreement; provided, however, that the purchaser shall be required to comply with the terms and conditions of Section 11 hereof. The option contained in this Section 10(G) may be exercised only in respect to the entire interest being sold.

the Non-Defaulting Partners. Upon payment of the purchase price, the Defaulting Partner shall execute whatever documents are deemed reasonably necessary by counsel for the Non-Defaulting Partners to transfer the interest of the Defaulting Partner in the Partnership and the Ownership Percentage of the Defaulting Partner to the Non-Defaulting Partners. In the event of such transfer, the Defaulting Partner shall indemnify and hold harmless the Non-Defaulting Partners from and against any and all claims, debts, obligations, lawsuits and demands whatsoever, then existing or thereafter arising, in connection with the Defaulting Partner's interest in the Partnership.

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12. Transferees and Successors. Any person acquiring or claiming an interest in the Partnership in any manner whatsoever shall be subject to and bound by all terms, conditions and obligations of this Agreement and Certificate to which his

The cost of processing and perfecting an assignment contemplated by this Section (including reasonable attorneys' fees incurred by the Partnership) shall be borne by the Partner making said assignment.

(iii) the division and allocation of Profits and Losses attributable to the Partnership interests between the assignor and the assignee during any fiscal year of the Partnership shall be based upon the length of time during such fiscal year, as measured by the effective date of such assignment, that the assigned Ownership Percentage was owned by each of them and shall not be based upon the date or dates during such fiscal year in which Profits were earned or Losses were sustained by the Partnership.

(ii) the Partnership and the General Partner shall be entitled to treat the assignor of the assigned interest as the absolute owner thereof in all respects and shall incur no liability for allocations of Profits or Losses and distributions of Cash flow made in good faith to such assignor until such time as the written instrument of assignment has been actually received and approved by the General Partner and recorded in the books of the Partnership; and

(i) the effective date of such assignment shall be the date the written instrument of assignment is delivered to the Partnership and approved by the General Partner;

(5) In the event that an assignment of an Ownership Percentage is made in accordance with the terms hereof, unless otherwise required by the Internal Revenue Code of 1954, as amended:

and until: (a) an assignment of the interest in the Partnership permitted by this Agreement and Certificate has been made in writing, signed by the assignor and accepted in writing by the assignee and a duplicate original of such assignment has been delivered to and approved by the General Partner; (b) the prospective assignee has executed and delivered to the Partnership an agreement in form reasonably acceptable to the General Partner, pursuant to which said person agrees to be bound by and confirms the covenants, representations, warranties and power of attorney contained in this Agreement and Certificate, and (c) an appropriate amendment to this Agreement and Certificate has been executed and filed of record.

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14. No Personal Liability for Return of Capital and Loans. The General Partner shall not be personally liable for the return or repayment of all or any portion of the capital of any Partner or for the repayment of all or any portion of any loan made by any Partner to the Partnership; it being expressly understood that any such return of capital and/or repayment of any such loan shall be made solely from the assets of the Partnership. The negative capital account of any Partner shall not be considered as an asset of this Partnership.

(C) Each Partner hereby waives any and all rights to partition the property or any other asset of the Partnership or any part thereof or to otherwise divide (whether through an action in equity or through some other means) the beneficial interest in any nominee holding title thereto.

(B) Upon dissolution of the Partnership, the Partnership affairs shall, except in those instances where it is expressly provided herein that the Partnership shall not be terminated but shall be reconstituted, be wound up with reasonable promptness, its assets shall be converted by the General Partner to cash or its equivalent and its affairs shall be wound up with reasonable speed but with a view towards obtaining fair value for Partner-ship assets, and thereupon the proceeds of liquidation shall be distributed to and among the Partners in accordance with the provisions of Section 6(D) of this Agreement and Certificate. If there is no General Partner to effect such liquidation, a majority in interest of the limited partners may designate any person, firm or corporation as a liquidating trustee for that purpose who shall have all of the rights, powers and authority of the General Partner stated herein in connection therewith.

(ii) The Partnership shall dissolve upon (i) the happening of any of the events hereinafore provided for dissolution, or (ii) the agreement in writing to terminate the Partnership signed by all of the Partners.

Termination and Dissolution.

predecessor in interest was subject or bound, without regard to whether such a person has executed a counterpart hereof or any other document contemplated hereby. No person, including the legal representatives, heirs or legatees of a deceased Partner, shall have any rights or obligations greater than those set forth in this Agreement and Certificate, and no person shall acquire an interest in the Partnership or become a Partner thereof except as permitted by the terms of this Agreement and Certificate. This Agreement and Certificate shall be binding upon and inure to the benefit of the parties hereto, their successors, permitted assigns, heirs, legal representatives, executors and administrators.

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(C) Any and all amendments of the instruments described in subsections (A) and (B) above, provided such amendments are either required by law to be filed, or are consistent with this Agreement and Certificate, or have been authorized by the Partners; and

(B) A certificate of cancellation of the Partnership and such other instruments or documents as may be deemed necessary or desirable by said attorney upon the termination of the Partnership;

(A) This Agreement and Certificate, a certificate of doing business under an assumed name, and any other certificates or instruments which may be required to be filed by the Partnership or the Partners under applicable law;

17. Power of Attorney. The limited Partner, by execution hereof, hereby irrevocably constitutes and appoints the General Partner with full power of substitution their true and lawful attorney-in-fact, in its name, place and stead to make, execute, sign, acknowledge, swear to, record and file, on behalf of the limited Partners and on behalf of the Partnership, the following:

If at any time and from time to time during the term of the Partnership, the General Partner shall deem it necessary or desirable to make any change in any of the provisions hereof, or any additions hereto, for the advantageous or satisfactory management of Partnership business such change or addition may be made if embodied in an instrument signed by the General Partner and the limited Partner (or on their behalf by the General Partner pursuant to the power of attorney contained in Section 17 of this Agreement and Certificate). Any such supplemental or amendatory agreement shall be adhered to and have the same effect from and after its effective date as if the same had originally been embodied in and formed a part of this Agreement and Certificate.

15. Indemnification. The Partnership shall indemnify, defend and hold the General Partner and its affiliates, employees and agents, or its successors, executors, administrators or personal representatives harmless from and against any loss, liability, damage, cost or expense (including reasonable attorneys' fees) sustained or incurred by the General Partner in connection with or as a result of any act or omission concerning the business or activities of the Partnership; provided that the General Partner or such affiliates, employees or agents are not guilty of gross negligence or willful misconduct and were acting in good faith within what they reasonably believed to be the scope of their authority for a purpose which they reasonably believed to be in the best interests of the Partnership.

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20. Interpretation. This Agreement and Certificate may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall be deemed one Agreement and Certificate. The use of the masculine, feminine or neuter gender and the use of the singular and plural shall not be given the effect of any exclusion or limitation herein; and the use of the word "person" or "party" shall mean and include any individual, trust, corporation, partnership or other entity. All Section titles and captions contained herein are

19. Notice. All notices, offers, requests and demands herein required or permitted to be given or made shall be deemed to be effectively served and delivered when delivered personally or when deposited in the United States registered or certified mail, postage prepaid, return receipt requested, and if intended for the Partnership, addressed to the Partnership at the principal office of the Partnership, or if intended for a Partner, addressed to the Partner at its address appearing below its name on the signature page hereof, or addressed to such other person and/or at such other address as may be designated by written notice given to the Partnership and all Partners in accordance herewith.

18. Governing Law. This Agreement and Certificate shall be regarded for all purposes as an Illinois document, and the validity and construction thereof shall be determined and governed by the laws of the State of Illinois. If any provision of this Agreement and Certificate, or the application of such provision to any person or circumstance, shall be held illegal, invalid or unenforceable or in conflict with the Act or other applicable law, the remainder of this Agreement and Certificate, or the application of such provision to persons or circumstances other than those as to which it is held illegal, invalid, unenforceable or in conflict, shall not be affected thereby.

The foregoing grant of authority: (i) is a special power of attorney coupled with an interest and is irrevocable; (ii) shall survive the delivery of an assignment by the limited Partner of the whole or any portion of its interest in the Partnership, including, without limitation, its Ownership Percentage to effect an amendment to this Agreement and Certificate reflecting such assignments; and (iii) shall not be effective with respect to amendments which (x) materially reduce the obligations of the General Partners, (y) extend the term of the Partnership, or (z) materially reduce the rights or interest or increase the obligations of the limited Partner except as specifically authorized by this Agreement and Certificate.

(D) Any and all such other instruments as may be deemed necessary or desirable by said attorney to carry out fully the provisions of this Agreement and Certificate in accordance with its terms.

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Property of Cook County

Chicago, Illinois 60606
Suite 900
100 South Wacker Drive

Linda Einfeld
Linda Einfeld

LIMITED PARTNERS

Chicago, Illinois 60606
Suite 900
100 South Wacker Drive

Steven D. Einfeld
Steven D. Einfeld

GENERAL PARTNER

Name, Signature and Address

IN WITNESS WHEREOF, each of the undersigned hereby (a) executes this Agreement and Certificate, (b) confirms its agreement to become a Partner of the Partnership as herein provided, (c) agrees to be bound by this Agreement and Certificate, and (d) swears that the statements set forth herein are true and correct.

21. Entire Agreement. This Agreement and Certificate represents the entire agreement and understanding of the parties hereto in respect to the subject matter hereof and all prior or concurrent agreements, understandings, representations and warranties in regard to the subject matter hereof are and have been merged herein and are superseded hereby.

For convenient reference only and shall not be deemed a part of the context of this Agreement and Certificate.

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Property of Cook County

OFFICIAL SEAL
LINDA M. ELHENICKY
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/29/90

OFFICIAL SEAL
LINDA M. ELHENICKY
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/29/90

Linda M. Elhenicky
Notary Public
My Commission Expires: 10/29/90

GIVEN under my hand and Notarial Seal, this 19 day of January, A.D., 1989.

I, Linda M. Elhenicky, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT STEVEN D. FIELD, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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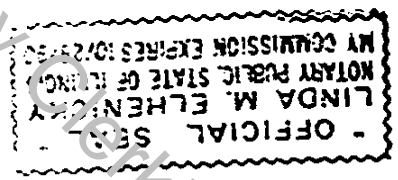
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Property of Cook County



My Commission Expires: 10/29/90
Notary Public
Linda M. Elhenicky

I, Linda M. Elhenicky, a Notary Public,
in and for said County, in the State aforesaid, DO HEREBY
CERTIFY THAT LINDA FIELD, personally known to me to be
the same person whose name is subscribed to the foregoing
instrument appeared before me this day in person and acknowledged
that she signed and delivered said instrument as her own free
and voluntary act for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal, this 19 day of
January, A.D., 1989.

STATE OF ILLINOIS)
) SS.)
) COUNTY OF COOK)

6 1 3 0 1 9 7 2

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9 1 3 6 1 0 7 2

Handwritten initials

Handwritten: Land

Handwritten: H-B-0

PINS: 12-04-402-023, 024, 025, 026

THE EAST 41.5 FEET OF THE SOUTH 517.35 (EXCEPT THE SOUTH 33.0 FEET THEREOF) ALSO THE NORTH 239.24 FEET OF THE SOUTH 756.59 FEET OF THE EAST 131.50 FEET OF THE EAST 4.99 CHAINS ON THE NORTH LINE BY 5.07 CHAINS ON THE SOUTH LINE OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL FOUR

Handwritten: H-B-0

PINS: 12-04-402-053, 054, 055, 056

LOT 2 IN BRYN MAWR AVENUE SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH EAST QUARTER OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 24692093 AND REGISTERED AS DOCUMENT LR 3055768 IN COOK COUNTY, ILLINOIS.

PARCEL THREE

Handwritten: E-D-0-3

PINS: 12-03-309-001, 002, 003, 004, 005, 006, 007, 008, 009, 010, 011

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 AND 11 IN WALTER D. PHILLIPS, JR.'S SUBDIVISION NO. 1, BEING A PART OF THE SOUTH WEST 1/4 OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 17270989 IN COOK COUNTY, ILLINOIS

PARCEL TWO

Handwritten: Land

PIN: 12-10-100-051

THE WEST 558.33 FEET (MEASURED ALONG THE NORTH LINE) OF LOT 1 OF HENRY HACHWEISTER'S DIVISION OF PARTS OF SECTION 9 AND 10, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 6, 1908 AS DOCUMENT NUMBER 4183101, EXCEPT THAT PART OF THE LAND FALLING IN PREMISES DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH WEST CORNER OF THE AFORESAID SECTION 10; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 10, A DISTANCE OF 217 FEET FOR THE PLACE OF BEGINNING; THENCE CONTINUING SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 10, A DISTANCE OF 200 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF BRYN MAWR AVENUE, A DISTANCE OF 80 FEET; THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID SECTION 10, A DISTANCE OF 200 FEET; THENCE WESTERLY PARALLEL WITH THE SOUTH LINE OF BRYN MAWR AVENUE A DISTANCE OF 80 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL ONE

EXHIBIT A

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(E) In addition to the other rights herein provided, the Non-Defaulting Partners shall have the right to advance, pro rata in accordance with their respective Ownership Percentages, the Additional Capital Contribution of a Defaulting Partner. In the event that one (1) or more of the Partners shall advance to the Partnership a Defaulting Partner's share of Additional Capital, the Ownership Percentage of the other Non-Defaulting Partners (hereinafter referred to as "Complying Partners") who have advanced such share shall be readjusted and increased and the Ownership Percentage of the Defaulting Partner shall be readjusted and decreased such that the Ownership Percentage of all Partners shall reflect the total amount of Initial Capital Contributions and Additional Capital Contributions made by each of the Partners to the Partnership. In the event that the share of Additional Capital of the Defaulting Partner shall not be advanced by the Complying Partners or Partner Loans in such amount are not made, then the General Partner shall have the right to admit to the Partnership additional limited partners (the "Additional Limited Partners") who agree to advance all or a portion of the Defaulting Partner's share of Additional Capital. Said Additional Limited Partners shall comply with the provisions of Section II hereof upon admission to the Partnership and shall be allocated an Ownership Percentage in proportion to the amount of Initial Capital Contributions and Additional Capital Contributions made by each of the Partners to the Partnership. The General Partner shall have the right to amend, modify or restate the terms of this Agreement and Certificate to reflect the admission of additional limited partners.

(F) If the Partnership elects to realize upon its security interest in the Defaulting Partner's Partnership interest, it may dispose of said Partnership interest at public or private sale, at which the Partnership, any Partner or any third party may bid. If any notification of an intended disposition of the collateral is required by law, such notification shall be deemed reasonably and properly given if mailed at least ten days before such disposition. The proceeds of any sale shall be applied in the following order of priority: (x) first, to the payment of the costs and expenses of such sale and the costs and expenses of amending this Agreement, including, without limitation, reasonable compensation to the Partners and their agents; filing, recording and publishing costs; and the fees and disbursements of counsel and of any agent employed by the Partnership in the sale of such units; (y) to the payment of the capital contribution (and interest thereon) in respect to which the default occurred and any other past-due obligation of the Defaulting Partner to the Partnership; and (z) to the Defaulting Partner as to any excess. Such a sale shall not release the Defaulting Partner of his obligations theretofore incurred hereunder (including, but not limited to, the obligation to contribute additional capital and pay interest thereon pursuant to capital calls theretofore issued), and the Defaulting Partner shall

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DEPT-01 RECORDING
TR3333 TRAN 3886 02/13/87 15:27:00
#494 # A 37-0896
COOK COUNTY RECORDER

Chicago - IL 60602
Suite 2600
30 North LaSalle Street
Rudnick & Wolfe
Carlyn S. Englander

Prepared By:

87089616

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 3 FOR INGRESS AND
EGRESS OVER, ALONG AND UPON THE EAST 25 FEET OF LOT 1 IN BRYN MAWR
AVENUE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF
SECTION 4, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL
MERIDIAN, AS CREATED BY GRANT OF EASEMENT FROM CHICAGO TITLE AND
TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 19,
1978 KNOWN AS TRUST NUMBER 1073465 TO CHICAGO TITLE AND TRUST
COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 19, 1978
KNOWN AS TRUST NUMBER 1073466 DATED JANUARY 15, 1980 AND RECORDED
JANUARY 24, 1980 AS DOCUMENT 25334688

PARCEL SIX

AND FILED AS DOCUMENT LR
UNDER AND ACROSS THE FOLLOWING
DESCRIBED PROPERTY: LOT 2 IN BRYN MAWR AVENUE SUBDIVISION, BEING A
SUBDIVISION IN THE SOUTH EAST 1/4 SECTION 4, TOWNSHIP 40 NORTH,
RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART
THEREOF LING EAST OF A LINE DRAWN FROM A POINT IN THE NORTH LINE OF
LOT 2, AFORESAID, 24.41 FEET EAST OF THE MOST NORTHWESTERLY CORNER
THEREOF, TO A POINT IN THE SOUTH LINE OF LOT 2 AFORESAID, 174 FEET
EAST OF THE SOUTH WEST CORNER OF SAID LOT 2 IN COOK COUNTY, ILLINOIS

PARCEL FIVE

EASEMENT FOR THE BENEFIT OF PARCEL 3 OF THE RIGHT TO MAINTAIN, USE,
REPAIR OR REPLACE A STORM WATER SEWER SYSTEM AS CREATED BY STORM
WATER AGREEMENT DATED NOVEMBER 26, 1979 AND RECORDED JANUARY 8,
1980, AS DOCUMENT 25311043 AND REGISTERED AS DOCUMENT LR3139830 AND
AMENDED BY AGREEMENT RECORDED
AS DOCUMENT

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Property of Cook County Clerk