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CERTIFICATE
AND
LIMITED PARTNERSHIP AGREEMENT
OF

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HELLENIC STRUCTURES, LTD.

THIS AGREEMENT of Limited Partnership dated this 22nd day of September, 1983, is made in Chicago, Illinois by, between and among William P. Vranas, John P. Vranas, Michael Chioros and Bill J. Vranas, General Partners, and each of the persons who shall execute a counterpart of this Agreement.

WITNESSETH:

ARTICLE I

FORMATION AND NAME

1.1 Formation. The parties hereby form a limited partnership (hereinafter called the "Partnership") pursuant to the provisions of Sections 44 through 73 of chapter 106-1/2 of the Illinois Revised Statutes (hereinafter called the "Illinois Uniform Limited Partnership Act") for the purposes and upon the terms and conditions hereinafter set forth.

1.2 Name. The name of the Partnership shall be Hellenic Structures, Ltd. However, the business of the Partnership may be conducted, upon compliance with all applicable laws, under any other name designated in writing by the General Partners to the Limited Partners.

ARTICLE II

PURPOSE

The Partnership is formed for the primary purpose of acquiring, developing, operating and selling real properties located in the State of Illinois and for distributing among the Partners, to the extent determined by sound business judgment, any profits generated therefrom.

ARTICLE III

PRINCIPAL PLACE OF BUSINESS

The principal place of business of the Partnership shall be 5200 North Sheridan Road, Chicago, Illinois 60640, or such other place or places as the General Partners may hereafter determine.

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ARTICLE IV

TERM

The Partnership term shall commence as of the date of this Agreement and continue for forty (40) years, unless the Partnership is sooner terminated as herein provided or as provided by law.

ARTICLE V

PARTNERS AND CAPITAL CONTRIBUTIONS

5.1 Definitions. (a) General Partners. The term "General Partners" shall refer to William P. Vranas, John P. Vranas, Michael Chioros and Bill J. Vranas, or to any successors elected in their place.

(b) Immediate Family. The term "immediate family" shall mean any natural person related by blood or marriage to any other natural person.

(c) Limited Partners. The term "Limited Partners" shall refer to such persons who are admitted to the Partnership either at the time of formation of the Partnership or as assignees of Limited Partners ("Substitute Limited Partners") and who are owners of any portion of a Partnership Unit.

(d) Partners. The term "Partners" shall refer collectively to both the General Partners and the Limited Partners.

(e) Person. The term "person" shall mean any natural person, corporation, partnership, trust, joint venture or other entity.

5.2 Partnership Units. The capital interests of the Limited Partners in the Partnership shall be determined on the basis of units. Each Limited Partner shall be entitled to one (1) unit (referred to in this Agreement as a "Unit") for each Twenty-five Thousand Dollars (\$25,000.00) of cash contributed by him to the capital of the Partnership upon its formation, Three Thousand Dollars (\$3,000.00) or such lesser amount as the General Partners may determine on or before May 31, 1984 and Three Thousand Dollars (\$3,000.00) or such lesser amount as the General Partners may determine on or before May 31, 1985. Each Limited Partner shall purchase no less than one (1) Unit. Each Unit owned by a Limited Partner shall, upon payment of the stated price therefor, be fully paid but subject to assessment as provided in Section 5.5, hereof.

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5.3 Capital Contribution of the General Partners. The General Partners shall each contribute Twenty-Five Thousand Dollars (\$25,000.00) of cash to the capital of the Partnership upon its formation, Three Thousand Dollars (\$3,000,) or such lesser amount as the General Partners may determine, on or before May 31, 1984, and Three Thousand Dollars (\$3,000.00) or such lesser amount as the General Partners may determine, on or before May 31, 1985. The General Partners may purchase Units or portions thereof from Limited Partners and to the extent so purchased, shall be entitled to exercise all of the rights of and shall be considered a Limited Partner. Each General Partner's interest in the Partnership shall upon payment of the stated price therefor, be fully paid but subject to assessment as provided in Section 5.5, hereof.

The capital interest of a General Partner and his respective interest in profits and losses of the Partnership may, at the election of any General Partner, be held jointly with his spouse with full right of survivorship; provided, however, that upon the death of a General Partner whose interest is so held, the surviving spouse's interest shall be hereby and pursuant to paragraph 10.3 herein be immediately converted to that of a Substitute Limited Partner holding one unit and such surviving spouse shall thereupon be vested with all rights of a Limited Partner hereunder. Such spouse shall not have any other powers or authorities of a General Partner and shall not have any voting power or any right or power to (i) take part in the management of the Partnership business; (ii) transact any business in the Partnership's name; (iii) sign any documents or otherwise bind the Partnership; or (iv) exercise any other right with respect to management and control of the Partnership. The joint interests of the spouse of a General Partner shall not be subject to partition and all distributions thereunder of cash or other property and all allocations of profits or losses shall be made in the joint names of the General Partner and his spouse.

5.4 Identity and Initial Capital Contributions of Limited Partners. The Partnership intends to sell not more than three (3) Units and to admit as Limited Partners not more than three (3) persons. Each such person shall become a Limited Partner in the Partnership at such time as:

(a) He has contributed a minimum sum of Twenty-Five Thousand Dollars (\$25,000.00) in cash for each Unit purchased;

(b) He has agreed to make additional contributions to the capital of the Partnership of Three Thousand Dollars (\$3,000.00), or such lesser amount as the General Partners may determine, on or before May 31, 1984 and Three Thousand Dollars (\$3,000.00), or such lesser amount as the General Partners may determine, on or before May 31, 1985;

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(c) He has executed an instrument by which he accepts and adopts this Agreement, and grants to the General Partners the power of attorney required by Article XIII of this Agreement;

(d) The General Partners have consented to the admission of such person as a Limited Partner of the Partnership; and

(e) The General Partners have caused to be recorded an amendment to the Partnership's Certificate of Limited Partnership naming him as a Limited Partner.

5.5 Additional Capital Contributions by Partners. Except as provided in Section 5.8 hereof and in this Section 5.5, under no circumstances shall any Partner be required to advance or contribute any additional funds to the Partnership. In the event that the General Partners determine that additional capital is necessary to meet the obligations of the Partnership, they shall give

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written notification to all of the Partners of the amount required to meet such obligations and of each Partner's share thereof (which shall be proportionate to each Partner's interest in the assets of the Partnership determined as of the date of such written notification) and of the date, not less than ten (10) days from the date of such written notification, on or before which such additional capital contributions shall be due ("Payment Date"). Should any Partner neglect, fail or refuse to pay to the Partnership the amount of any such additional capital contribution on or before the Payment Date the General Partners may:

(a) Collect the non-contributing Partner's share from the other Partners and reallocate the interest in the Partnership of the non-contributing Partner so that his percentage interest in the Partnership will be reduced to reflect his failure to make the aforesaid contribution and increase the Partnership interest of the other Partners making good such deficiency; or, if such collections are in an insufficient amount to fully fund such non-contributing Partner's share

(b) Fund the non-contributing Partner's share or any portion thereof from persons or entities outside of the Partnership and allocate some or all of the Partnership interest of the non-contributing Partner to such third party; provided, however, that in any instance where outside persons or entities are brought into the Partnership in the above manner, such persons or entities shall be deemed Limited Partners and shall meet all of the requirements set forth for substitute Limited Partners in Section 8.7 hereof; and, provided, further, that the General Partner shall give the non-contributing Partner five (5) days' advance notice before any such third party funding shall be effective, during which time the non-contributing Partner shall have the right to fund in full the contribution originally required, if such payment is accompanied by payment in full of all documented Partnership costs incurred in connection with such Partner's failure to make the required contribution.

5.6 Loans to the Partnership by General Partners. The General Partners or any of them may, from time to time and in their sole discretion, make interest-bearing loans to the Partnership in the event the General Partners determine such a loan or loans to be in the best interest of the Partnership. The interest rate and other terms of any such loan shall be no less favorable to the Partnership than those then available to the Partnership from commercial lenders.

5.7 Minimum Capital. The minimum initial capital of the Partnership, shall be no less than One Hundred Seventy-five Thousand Dollars (\$175,000.00), which may be increased during the

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first two (2) years to a maximum of Two Hundred Seventeen Thousand Dollars (\$217,000.00), at the discretion of the General Partners.

5.8 Contributions for Financing or Refinancing. Each Partner unconditionally agrees that within ten (10) days of his receipt of notice thereof, he will indemnify the Partnership for his pro rata share of any amounts due and owing under any loan or other obligation entered into by the Partnership in connection with the purchase or refinancing of the real property commonly known as 3601 West Devon Avenue, Chicago, Illinois.

ARTICLE VI

POWERS AND LIMITATIONS OF THE PARTNERSHIP

The Partnership shall have all of the powers of a limited partnership under the provisions of Sections 44 through 73, Chapter 106-1/2 of the Illinois Uniform Limited Partnership Act. However, nothing in this Agreement shall be deemed or construed to impose on any Limited Partner the liabilities of a general partner or any liability for the debts, obligations or liabilities of the Partnership. The Limited Partners as such shall have no liability with respect to the debts, liabilities or obligations of the Partnership.

ARTICLE VII

MANAGEMENT AND CONTROL OF THE PARTNERSHIP

7.1 Power and Authority of General Partners. The General Partners shall have exclusive authority to manage the operations and affairs of the Partnership and to make all decisions regarding the business of the Partnership and shall have all of the rights and powers of a general partner as provided in the Illinois Uniform Limited Partnership Act and as otherwise provided by law. Unless otherwise required herein, any action taken by a majority of the General Partners then empowered to act hereunder shall constitute the act of and serve to bind the Partnership. The Limited Partners shall have no right to participate in the management or conduct of the Partnership business or affairs nor any power or authority to act for or on behalf of the Partnership in any respect whatsoever. Except as otherwise specifically provided in this Agreement, the General Partners shall have the right, power and authority, on behalf of the Partnership and in its name, to exercise all of the rights, powers and authority of a partner of a partnership with limited partners under the Illinois Uniform Limited Partnership Act and in connection

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therewith to do on behalf of the Partnership all things which in their sole judgment and discretion are necessary and proper to carry out the aforementioned duties and responsibilities including, without limitation, the power and authority to do all of the following:

(a) To acquire, hold, refinance, sell, convey, encumber, convert to condominium or cooperative, lease or otherwise dispose of or deal with any real property or any interest therein or appurtenance thereto, as well as any personal or mixed property connected therewith, including, but not limited to, the purchase, lease, development, improvement, maintenance, repair, exchange, trade or sale of such properties, at such price, rental or amount, for cash, securities or other property, and upon such terms and conditions, as the General Partners deem to be in the best interests of the Partnership;

(b) To borrow money required for the business and affairs of the Partnership, from Partners or from third parties, and to secure the repayment of such borrowings with mortgages, instruments or deeds of trust, pledging or otherwise encumbering or subjecting to security interests, all or any part of the assets of the Partnership, and to prepay, in whole or in part, recast, refund, refinance, increase, modify, consolidate or extend the maturity of any indebtedness created by such borrowing, or any such mortgage, deed of trust, pledge, encumbrance or other security device, all at such prices, rentals or amounts, for cash, securities or property and upon such terms and conditions as the General Partners deem to be in the best interests of the Partnership and to execute, acknowledge and deliver any or all instruments to effectuate the foregoing;

(c) To place record title to, or the right to use, Partnership assets in the name or names of a nominee or trustee for any purpose which the General Partners deem convenient or beneficial to the Partnership and to execute, acknowledge and deliver any and all instruments to effectuate the foregoing;

(d) To operate, manage and develop any asset of the Partnership, to enter into agreements with the General Partners, affiliates of the General Partners or others with respect to such operation, management and development, and to employ persons, including the General Partners or their affiliates, at the expense of the Partnership, in the operation and management of the Partnership's properties (including, but not limited to, supervisory managing agents, building management agents, insurance brokers, real estate brokers and property appraisers) on such terms, provisions and conditions as the General Partners deem to be in the best interests of the Partnership; provided, however,

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that if any such agreement is entered into between the Partnership and the General Partners, it shall be on terms no less favorable to the Partnership than are then otherwise available from third parties;

(e) To purchase from others, at the expense of the Partnership, contracts of liability, casualty and other insurance which the General Partners deem advisable, appropriate or convenient for the protection of the assets or affairs of the Partnership or for any purpose convenient or beneficial to the Partnership;

(f) To invest Partnership funds in commercial paper, money markets, government securities, certificates of deposit, banker's acceptances, or similar investments having a maturity not more than one hundred eighty (180) days after the date of such investment;

(g) To employ persons, including Partners or any affiliates thereof, at the expense of the Partnership, to perform management, legal and accounting services in connection with the operation and management of the Partnership's business and to provide services in connection with the preparation and filing of any tax return required of the Partnership;

(h) To incur, at the expense of the Partnership, bank charges with respect to bank accounts maintained by the Partnership and expenses relating to the purchase of supplies, materials, equipment or similar items used in connection with the operation of the Partnership's business, and to incur, at the expense of the Partnership, escrow fees, recording fees, title insurance premiums and similar expenses in connection with the acquisition or disposition of, the Partnership's properties;

(i) To cause the Partnership to participate in any transaction in any legal capacity, including without limitation, as principal, agent or joint venturer;

(j) To enter into such agreements, contracts, documents and instruments with such parties and to give such receipts, releases and discharges with respect to all of the foregoing and any matters incident thereto, as the General Partners deem advisable, appropriate or convenient;

(k) To initiate, participate in or defend by and through agents and attorneys, at the Partnership's expense, any litigation, claim or proceeding pursuant of which the General Partners deem, in their sole discretion, to be in the best interests of the Partnership; and

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(1) Subject to the limitations of Section 7.4 hereof, to reinvest proceeds from the sale or refinancing of any Partnership asset in additional real estate; provided, that (a) no Partnership funds other than the proceeds of a sale or refinancing of a Partnership asset may be used for such a purchase; (b) the General Partners must reasonably foresee that the net operating income from any property to be purchased will be equal to or greater than any cash debt service required by the financing to be used to make such purchase; and (c) no financing arranged in connection with any such purchase may provide for recourse against the Partnership.

7.2 Limitation on General Partners' Power and Authority. Notwithstanding anything in this Agreement to the contrary, the General Partners shall have no right, power or authority to do any of the following without the unanimous written consent of the Limited Partners:

- (a) Commit any act in contravention of this Agreement;
- (b) Except as provided in Section 7.4 hereof, commit any act which would make it impossible to carry on the ordinary business of the Partnership;
- (c) Confess a judgment against the Partnership or make an assignment for the benefit of its creditors;
- (d) Possess Partnership property, or assign their rights in specific Partnership property, for other than a Partnership purpose;
- (e) Admit a person as a General Partner, except as otherwise provided in this Agreement;
- (f) Admit a person as a Limited Partner, except as otherwise provided in this Agreement;
- (g) Invest any of the assets of the Partnership in unimproved real property or mortgages on unimproved real property, except for investments in property which is being developed or is reasonably expected by the General Partners to be developed within a reasonable period commencing no more than six (6) months after such investment;
- (h) Engage in any material trading activities with respect to the Partnership's real properties;
- (i) Except for the Units authorized by this Agreement, issue to the public or otherwise any Partnership securities;

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(j) Pay any real estate brokerage fee to any person, firm or corporation affiliated with the General Partners in connection with the disposition of Partnership properties for a gross sale price equal to or less than the value of such properties appearing on the balance sheet of the Partnership as of the date of such sale (calculated without regard to depreciation in excess of straight-line depreciation).

7.3 Additional Duties of General Partners. In addition to the duties and obligations otherwise specified herein, the General Partners shall perform or cause to be performed the following acts on behalf of and at the expense of the Partnership:

(a) Administrative Duties. The General Partners agree that they shall: (i) use their best efforts to cause such persons as are employed on behalf of the Partnership diligently and faithfully to devote so much of their time to the business of the Partnership as may be necessary to conduct such business for the greatest advantage of the Partnership; (ii) file and publish all certificates, statements or other instruments required by law for the formation and operation of the Partnership as a limited partnership in all appropriate jurisdictions; and (iii) cause the Partnership to carry or be beneficiary of adequate public liability insurance and property damage insurance for not less than eighty percent (80%) of the full insurable value of the Partnership's insurable assets and such other insurance as at the time generally is maintained by persons engaged in the operation or ownership of similar properties.

(b) Acquisition of Partnership Property. The General Partners agree that they shall take all such actions and execute on behalf of the Partnership all such documents as they deem in their sole discretion necessary to cause the Partnership to own the real property commonly known as 3601 West Devon Avenue, Chicago, Illinois (the "Property").

(c) Management of Real Property Owned by the Partnership. The General Partners agree that they will assume full responsibility as property manager for all real property owned by the Partnership. In this connection, the General Partners may delegate this responsibility to any of their affiliates or to any third party. The Limited Partners, by executing this Agreement, expressly approve, ratify and direct the General Partners, on behalf of the Partnership, to enter into the Management and Listing Agreement, a copy of which is attached hereto as Appendix I.

7.4 Sale of the Property. Notwithstanding anything contained herein to the contrary, the General Partners shall have no right, power or authority to sell the Property without the consent of a majority of the Partners. All net proceeds of such a sale must be distributed to the Partners in accordance with Section 9.2 hereof.

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ARTICLE VIII

RIGHTS AND OBLIGATIONS OF LIMITED PARTNERS

8.1 No Participation in Management. No Limited Partner shall take part in the management of the Partnership's business, transact any business in the Partnership's name or have the power to sign documents for or otherwise bind the Partnership.

8.2 Limitation of Liability. Pursuant to the Illinois Uniform Limited Partnership Act (and provided that the Limited Partner in question does not, in addition to the exercise of his rights and powers as a Limited Partner, take part in the control of the Partnership's business), no Limited Partner shall be liable for losses or debts of the Partnership beyond the aggregate amount of his capital contributions plus his share of the undistributed net profits of the Partnership, except that (i) when a Limited Partner has received the return of his capital contribution in whole or in part, he shall be liable to the Partnership for any sum, not in excess of such return with interest, necessary to discharge the Partnership's liabilities to all creditors who extended credit or whose claims arose before such return, and (ii) the Partnership may recover any money or other property wrongfully paid or conveyed to a Limited Partner on account of his capital contribution.

8.3 No Priority. In connection with any distribution, whether upon winding up of the Partnership or otherwise and whether or not it shall constitute a return of a capital contribution, no Limited Partner shall have the right to demand or to receive property other than cash, although the General Partners may distribute property other than cash. No Partner shall have priority over any other Partner either as to the return of his capital contribution or as to allocations of profits, losses or items of deduction for Federal tax purposes.

8.4 Transfer of Units. (a) Conditions Precedent. Subject to any restrictions on transferability required by law or contained elsewhere in this Agreement, a Limited Partner may assign in writing some or all of his Unit, provided:

(1) the assignee meets all of the requirements applicable to an original subscriber for a Unit and consents in writing in form satisfactory to the General Partners to be bound by the terms of this Agreement, including without limitation, the representations and warranties contained elsewhere herein and in the Subscription Agreement originally executed by that Limited Partner, as if he were the assignor;

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(ii) the General Partners consent to the assignment, which consent may be withheld in the sole discretion of the General Partners (except as required by law) and in any event will not be given if such assignment would jeopardize the status of the Partnership as a partnership for Federal income tax purposes, would cause a termination of the Partnership under applicable provisions of the Internal Revenue Code of 1954, as amended (the "Code"), or would violate or cause the Partnership to violate any applicable laws, governmental rules or regulations, including, without limitation, any applicable Federal or state securities laws

(iii) an opinion from counsel (which counsel and opinion must be satisfactory to counsel for the General Partners) to the assignee is obtained and delivered to the General Partners stating that, in the opinion of said counsel, such transfer would not jeopardize the status of the Partnership as a partnership for Federal income tax purposes, would not cause a termination of the Partnership under applicable provisions of the Code, would not violate or cause the Partnership to violate any applicable laws or governmental rules or regulations, including, without limitation, any applicable Federal or state securities laws and would not cause the issuance of the Units to fail to qualify for an exemption from registration under the Securities Act of 1933;

(iv) the assignor has paid in full, in cash, his capital contribution; and

(v) the General Partners have received an executed copy of the written assignment conforming to the requirements of this Article assigning the assignor's Unit, or portion thereof, to the assignee.

By executing this Agreement, directly or indirectly by the Powers of Attorney granted in Article XIII and in each Limited Partner's original Subscription Agreement, each Limited Partner shall be deemed to have consented to any assignment of a Unit or any portion thereof consented to by the General Partners. In no event shall an assignment be made to a minor (except in trust or pursuant to the Uniform Gifts to Minors Act) or to an incompetent. For purposes of this Section, any transfer of any interest in the Partnership, a Unit, or any portion thereof, whether voluntary, by operation of law or at death, shall be considered an assignment.

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(b) Documentation. Each Limited Partner agrees that he will, upon request of the General Partners, execute such certificates or other documents and perform such acts as the General Partners deem appropriate after assignment of all or a portion of a Unit by that Limited Partner to preserve the limited liability status of the Partnership under the laws of any jurisdiction in which the Partnership is doing business or to achieve any other lawful purpose.

(c) Full Compliance Necessary. Any purported assignment of a Unit or any portion thereof which is not in full compliance with this Agreement is hereby declared to be null and void and of no force and effect whatsoever.

(d) Expenses. Each Limited Partner agrees that he will, prior to the time the General Partners consent to an assignment of a Unit of that Limited Partner or any portion thereof, pay all reasonable expenses, including reasonable attorneys' fees, incurred by the Partnership in connection with such assignment.

(e) Assignment to Immediate Family Member. Notwithstanding anything to the contrary herein, any assignment of a Unit or any portion thereof to any member of the immediate family of a Limited Partner shall be effective and binding upon the Partnership without action by the Partnership or the General Partners upon the delivery of written notice thereof to the General Partners.

8.5 Assignee's Rights.

(a) Right to Allocations. An assignee of a Unit or any portion thereof shall be entitled to receive distributions of cash or other property from the Partnership and to receive allocations of the profits and losses of the Partnership attributable to such Unit or portion thereof after the effective date of the assignment, as hereinafter defined. The "effective date" of an assignment of a Unit or any portion thereof under the provisions of this Section shall be that date specified when the General Partners consent to the assignment, which date shall be not later than the last day of the calendar month following either the month in which the General Partners received the assignor's written notice of assignment or the month in which the last of the conditions precedent to such assignment provided for in this Agreement was fulfilled, whichever is later. The "effective date" of an assignment to a member of the immediate family of a Limited Partner shall be the date so specified in the notice of such assignment delivered to the General Partners.

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(b) No Right to Vote. An assignee of a Unit or any portion thereof who has not been admitted to the Partnership as a Substitute Limited Partner pursuant to section 8.7 hereof shall not be entitled to vote on any matter brought before the Limited Partners or the Partners other than a vote, pursuant to Section 7.4 hereof, as to whether the Partnership shall sell substantially all of its assets.

8.6 Right of First Refusal. Notwithstanding anything contained herein to the contrary, no purported assignment of a Unit or any portion thereof shall be effective unless effected in compliance with the provisions of this Section 8.6.

(a) Notice of Proposed Assignment. If a Limited Partner desires to sell, transfer or otherwise dispose of a Unit or any portion thereof, other than to an immediate family member, he shall give prior written notification thereof to the General Partners. The notice shall set forth the name of the proposed transferee, the number of Units to be transferred (the "Offered Units"), the price per Unit and all other terms and conditions of the proposed transfer.

(b) First Option to Partnership. Upon receipt of a notice of a proposed transfer of a Unit, the Partnership shall have the exclusive right and option for a period of thirty (30) days following receipt of the notice to purchase the Offered Units at the price and on the terms stated in the notice. The Partnership shall exercise its option by giving written notification to the offering Limited Partner within the 30-day period.

(c) Second Option to Partners. If the Partnership waives or fails to exercise its option to purchase the Offered Units pursuant to subparagraph 8.6(b), above, the Partnership shall promptly so notify all Partners and shall assign its rights hereunder to the Partners. The Partners then shall have the exclusive right and option, for a period of thirty (30) days following the expiration of the Partnership's option, to purchase the Offered Units at the price and on the terms of the Partnership's option, each in proportion to his right to distributions from the Partnership or otherwise as they may agree among themselves. The Partners shall exercise their options by giving written notification to the offering Limited Partner within the 30-day option period.

(d) Assignments to Members of Limited Partner's Immediate Family. Except for this subsection 8.6(d), the provisions of this Section 8.6 shall not apply to any proposed assignment of Units by a Limited Partner to a member of his immediate family. Any Units so assigned shall remain subject to the terms

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of this Agreement. The persons receiving such Units shall be subject to and bound by this Agreement in the same manner and with the same effect as the Limited Partner would be bound if the Units had not been assigned.

(e) Assignment of Offered Units After Lapse of Option.

Any Offered Units which are not purchased by the Partnership or by the Partners may be assigned by the Limited Partner to the prospective transferee named in the written notice delivered to the Partnership pursuant to subsection 8.6(b) hereof. Any such assignment must be made in strict accordance with the terms stated in the notice. Any Units so assigned shall remain subject to the terms of this Agreement. The person or entity receiving such Units and any subsequent assignees shall be subject to and bound by this Agreement in the same manner and with the same effect as the Limited Partner would be bound if the Units had not been assigned.

8.7 Substitute Limited Partner. The assignee of any Unit or any portion thereof may become a Substitute Limited Partner in place of his assignor upon the consent of the General Partners, which consent may be withheld in the sole discretion of the General Partners (except as required by law) and in any event will not be given unless all of the following conditions are satisfied:

(a) A duly executed and acknowledged written instrument of assignment, being either a certificate evidencing the Unit or portion thereof owned by the assignor prior to such assignment or some other instrument approved by the General Partners, is filed with the Partnership setting forth the intention of the assignor that the assignee become a Substituted Limited Partner in his place to the extent of the Unit or portion thereof to be transferred.

(b) The assignee executes and delivers to the General Partners an irrevocable Power of Attorney, satisfactory to the General Partners, appointing William P. Vranas, John Vranas, Michael Chloros and Bill J. Vranas, severally, and not jointly, as the assignee's lawful attorneys-in-fact for the purposes specified in Article XIII hereof.

(c) The assignor and assignee execute, acknowledge and deliver to the General Partners such other instruments, in form and substance satisfactory to the General Partners, as they may deem necessary or desirable to effect such substitution.

(d) Prior to the substitution, the Substitute Limited Partner pays all reasonable expenses, including attorneys' fees, incurred by the Partnership in connection with such assignment and substitution.

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(e) An opinion from counsel (which counsel and opinion must be satisfactory to counsel for the General Partners) to the assignee is delivered to the General Partners stating that, in the opinion of said counsel, such substitution would not jeopardize the status of the Partnership as a partnership for Federal income tax purposes, would not cause a termination of the Partnership under applicable provisions of the Code, would not violate or cause the Partnership to violate any applicable laws or governmental rules or regulations, including, without limitation, any applicable Federal or state securities laws and would not cause the issuance of the Units to fail to qualify for an exemption from registration under the Securities Act of 1933.

By executing this Agreement, directly or indirectly by the Powers of Attorney granted in Article XIII and in each Limited Partner's original Subscription Agreement, each Limited Partner shall be deemed to have consented to any substitution of an assignee of a Unit or portion thereof in the place and stead of an assigning Limited Partner that is permitted by the General Partners.

8.8 Substitution Required To Vote. Unless and until an assignee of a Unit or any portion thereof becomes a Substitute Limited Partner, such assignee shall not be entitled to exercise any vote with respect to such Unit or portion thereof, except a vote to sell substantially all of the assets of the Partnership pursuant to Section 7.4 hereof.

8.9 Effective Date of Substitution. The "effective date" of a substitution shall be the date designated by the General Partners to the Substitute Limited Partner, which shall not be later than the first day of the fiscal quarter of the Partnership next following the date upon which the General Partners have given their consent to such substitution.

8.10 Amendment of Certificate of Limited Partnership. The General Partners shall, at least once each fiscal quarter, cause the Partnership's Certificate of Limited Partnership to be amended, if necessary, to reflect the substitution of Limited Partners.

8.11 Death or Incapacity of a Limited Partner. The death or legal incapacity of a Limited Partner shall not cause a dissolution of the Partnership, but the rights of such Limited Partner to share in the profits and losses of the Partnership, to receive distributions of Partnership funds and to transfer a Unit or any portion thereof pursuant to Section 8.4 hereof shall, on the happening of such an event, devolve to his personal representative, or in the event of the death of one whose Unit or portion thereof is held in joint tenancy, pass to the surviving joint tenants, subject to the terms and conditions of this Agreement,

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and the Partnership shall continue as a limited partnership. However, in no event shall such personal representative or such surviving joint tenants become a Substitute Limited Partner solely by reason of such capacity. The estate of the Limited Partner or such surviving joint tenants, as the case may be, shall be liable for all the obligations of the deceased or incapacitated Limited Partner.

8.12 Bound by Agreement. Any person who acquires a Unit or any portion thereof or is admitted to the Partnership as a Substitute Limited Partner shall be subject to and bound by all the provisions of this Agreement as if originally a party to this Agreement.

8.13 Allocations and Distributions Subsequent to Assignment. The profits or losses of the Partnership allocable to any Unit or any portion thereof acquired by an assignment from a Limited Partner and any distributions made with respect thereto shall be allocated between the assignor and assignee based upon the length of time during any fiscal year of the Partnership, as measured by the effective date of the assignment, that the Unit or any portion thereof so assigned was owned by each of them.

ARTICLE IX

ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS

9.1 Allocation and Distribution of Profits and Losses. Subject to any adjustments made by the General Partners pursuant to Section 5.5 hereof, all items of Partnership profits and losses shall be allocated and distributed to the Partners in the same proportion as each such Partner's aggregate capital contributions to the Partnership bears to the total capitalization of the Partnership at the time of such allocation or distribution.

9.2 Distribution of Proceeds from Sales or Refinancings of Partnership Assets. Upon any sale or other disposition of any asset of the Partnership or upon any refinancing of any Partnership asset (hereinafter collectively referred to as a "Disposition"), the proceeds of said Disposition shall first be applied to the payment of any expenses incurred in connection with the Disposition, to the payment of any other Partnership debt, including that incurred pursuant to Section 5.6 hereof, to the extent deemed proper by the General Partners, and to the maintenance of adequate reserves for ongoing Partnership operations, including reserves for repairs, maintenance and extraordinary expenses.

The remaining proceeds of any Disposition shall be distributed to the Partners unless the Partners unanimously consent to waive such right, in which case, subject to the limitations of Section 7.1(1) hereof, the remaining proceeds may be reinvested in other real estate. If the General Partners distribute such proceeds to the Partners, such amounts shall be distributed to the Partners within ninety (90) days of receipt thereof by the Partnership pursuant to the provisions of Section 9.1, above.

9.3 Other Distributions. All distributions other than those provided for in Section 9.2 hereof may be made at any time provided there is sufficient cash or other property in the Partnership which the General Partners, in their sole discretion, determine is not needed in the operation of the Partnership's business. Such a distribution shall be made only if, in their sole discretion, the General Partners deem it advisable. All distributions hereunder shall be made pursuant to the provisions of Section 9.1 hereof.

ARTICLE X

EXPULSION, INCAPACITY OR DEATH OF A GENERAL PARTNER

10.1 Expulsion. (a) For cause, upon the unanimous vote of the Limited Partners, a General Partner may be expelled from the Partnership; provided, however, that no such expulsion shall be effective unless there is an agreement in writing from each lender to the Partnership releasing that General Partner from all liability under any obligation for which he is personally liable; and, provided, further, that prior to such an expulsion vote a written notice of the proposed expulsion shall be delivered to the subject General Partner. Said notice shall set forth the date upon which the expulsion is to become effective, which date shall not be less than forty-five (45) days after service of the notice upon the subject General Partner and must be signed by Limited Partners owning at least fifty percent (50%) of the then outstanding Units. Upon receipt of such a notice by a General Partner, the General Partners shall cause an accounting to be prepared covering the transactions of the Partnership since the end of the previous fiscal year and shall call a meeting of the Limited Partners to vote upon such expulsion. Such meeting shall be held within thirty (30) days of the date such notice was served. Following receipt of said notice, the subject General Partner shall not enter into any agreement involving the sale or other disposition of any Partnership asset and shall not sell or otherwise dispose of any such asset, except pursuant to the terms of any agreement entered into prior to the date of the delivery of the notice.

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(b) For purposes of this Section 10.1 "cause" shall include, (i) receipt of a notice of default by the Partnership under any Partnership financing document (ii) institution of foreclosure proceedings against any Partnership property, (iii) the bankruptcy or insolvency of any General Partner or the Partnership (iv) the commission of any material breach by a General Partner of the Limited Partnership Agreement or (v) the commission by a General Partner of any illegal act with respect to Partnership property or a Limited Partner.

10.2 Expelled General Partner's Interest. If all of the Limited Partners vote to expel a General Partner as provided in Section 10.1 above, provided that on or before the effective date of such expulsion a new partnership shall have been formed as provided for in Section 11.4 (in the case where all General Partners have been expelled) or if less than all of the General Partners have been expelled, the Partnership shall (i) convert the interest of the expelled General Partner into the interest of a Limited Partner who has not been admitted to the Partnership as a Substitute Limited Partner or (ii) pay or cause to be paid in cash to the expelled General Partner(s) the following amounts:

(a) Purchase Price of the General Partner's interest in the Partnership. The purchase price for an expelled General Partner's interest in the Partnership, not including any Units he may own, shall be determined as of the effective date given in the notice of proposed expulsion and shall be an amount equal to the fair market value of the General Partner's interest in gains from the sale or other disposition of the Partnership assets pursuant to Section 9.2 of this Agreement. Said fair market value of the interest in gains shall be determined by the accountants regularly employed by the Partnership in accordance with the following principles: First, the accountants shall select two independent appraisers to appraise the then market value of each of the assets of the Partnership, which market value shall be determined based upon the following assumptions: (A) that each such asset is to be offered for sale in the ordinary course of business and not as a forced sale; (B) that each such asset is to be sold upon the prevailing terms for comparable assets in the same general area of the property; and (C) that the financing of each such asset obtained by the Partnership would remain in effect. Second, the fair market value of the General Partner's interest in gains shall be: 1) the General Partner's share (determined in accordance with the provisions of Section 9.1 hereof) of gains on the sale of each such asset of the Partnership on the assumption that each such asset was sold on the effective date of the notice of expulsion at a net sales price equal to the average of the two appraisal values so obtained with respect to each such asset and that all of the proceeds thereof are to be distributed to the Partners in accordance with Section 9.1 hereof; plus 2) the

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amount, if any, remaining unpaid to such General Partner under Section 7.3(c) hereof to the extent such appraisers deem that at some time during the term of the Partnership, there is a reasonable likelihood that the Partnership will generate cash sufficient to pay some or all of such unpaid fees. If the appraisers disagree on the amount of cash likely to be so generated, the payment hereunder shall be the average of their recommendations. If one appraiser deems that no such cash will be generated, the payment hereunder shall be one-half of the recommendation of the other appraiser.

(b) Repayment of Loans. The Partnership shall pay in full the unpaid balance plus accrued interest, if any, on all loans to the Partnership from the expelled General Partner(s).

(c) Repayment of Capital Contributions. The Partnership shall pay the expelled General Partner(s) the full amount of his contribution to the capital of the Partnership, including any Units he may own.

10.3 Death or Incapacity of a General Partner. The death or legal incapacity of a General Partner shall not cause a dissolution of the Partnership, but the interest in the Partnership of such General Partner shall be automatically converted to the interest of a Limited Partner and the successor to such General Partner shall have the rights of an assignee of a Unit, as given in Section 8.4 hereof. The estate of the General Partner shall be liable for all the obligations of the deceased or incapacitated General Partner.

ARTICLE XI

DISSOLUTION, WINDING UP AND
TERMINATION OF THE PARTNERSHIP

11.1 Dissolution of Partnership. The Partnership shall be dissolved upon the happening of any of the following events:

(a) The death, adjudication of bankruptcy or insolvency of all of the General Partners;

(b) The expulsion of all of the General Partners;

(c) The written decision of Limited Partners holding a majority of the then outstanding Units and of a majority of the General Partners;

(d) The sale or other disposition of all Partnership properties and the distribution to the Partners of all net proceeds therefrom; or

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(e) The expiration of the term of the Partnership.

11.2 Winding Up the Partnership. Upon a dissolution of the Partnership, the General Partners (or upon the occurrence of the events specified in Sections 11.1(a) or 11.1(b) of this Agreement, a trustee elected by Limited Partners holding a majority of the Units) shall make an accounting of the Partnership's assets and liabilities. The assets shall be liquidated and the proceeds therefrom, together with any assets remaining in kind, shall be applied and distributed as follows:

(a) First, to the payment and discharge of all of the Partnership's debts and liabilities to persons other than Partners;

(b) Second, to the payment and discharge of all of the loans made by the Partners to the Partnership and fees owing from the Partnership to the Partners; and

(c) Any remaining proceeds shall be distributed under the formula set forth in Section 9.1 of this Agreement.

11.3 Termination. Upon completion of dissolution, winding up, liquidation and distribution of the liquidation proceeds and any remaining assets in kind, the Partnership shall terminate.

11.4 New Partnership. Notwithstanding anything contained in Sections 11.1 and 11.2, within three (3) months of the expulsion, death, adjudication of bankruptcy or insolvency of all of the General Partners or prior to the last effective date upon which the last of the General Partners is expelled Limited Partners holding more than fifty percent (50%) of the outstanding Units may vote to reform the Partnership and elect new general partners in place of the General Partners to continue the business of the Partnership. In the event of such reformation, the Partnership shall be dissolved and all of the assets and liabilities of the Partnership, excluding any assets necessary to comply with Article X, shall be contributed to the new Partnership, which shall be formed and all parties to this Agreement shall become parties to such new Partnership.

ARTICLE XII

BOOKS OF ACCOUNT, ACCOUNTING REPORTS, TAX RETURNS, FISCAL YEAR AND BANKING

12.1 Books of Account. The Partnership's books and records, the Partnership's register showing the names and addresses of the Limited Partners and the number of Units held by each of them, and

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this Agreement shall be maintained at the principal office of the Partnership, and each Partner shall have access thereto at all reasonable times. The books and records shall be kept in accordance with generally accepted accounting principles applied in a consistent manner and shall reflect all Partnership transactions and be appropriate and adequate for the Partnership's business and for the carrying out of all provisions of this Agreement. Each Partner shall have the right to receive, upon written request to the Partnership, a list of the names and addresses of the Limited Partners and the number of Units held by each of them.

12.2 Accounting Reports. As soon as reasonably practical after the end of each fiscal year, but in no event later than ninety (90) days after the end thereof, the General Partners shall furnish each Limited Partner with a copy of a balance sheet of the Partnership as of the last day of such fiscal year and a statement of income or loss for the Partnership for such year, together with a statement showing the amounts allocated to or allocated against such Limited Partner pursuant to this Agreement during or in respect of such year, all prepared in accordance with generally accepted accounting principles. In addition, such report shall summarize all transactions during that year between the Partnership and the General Partners or their affiliates.

12.3 Tax Returns. The General Partners shall cause income tax returns for the Partnership to be prepared and timely filed with the appropriate authorities. As soon as is reasonably practical, and in any event within ninety (90) days following the end of each fiscal year, the General Partners shall furnish each Limited Partner with a statement to be used by such Limited Partner in the preparation of his individual income tax returns, showing the amounts of any gain, profits or losses allocated to or against said Limited Partners, and the amount of any distributions made to the Limited Partner pursuant to this Agreement.

12.4 Fiscal Year. The Partnership shall adopt a fiscal year which shall begin on the first day of January of each year beginning with 1983 and the end on the last day of December of each year.

12.5 Banking. All funds of the Partnership shall be deposited in a separate bank account or accounts as shall be determined by the General Partners.

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ARTICLE XIII

POWER OF ATTORNEY

Power of Attorney. (a) The Limited Partners, by their execution hereof, jointly and severally hereby make, constitute and appoint William P. Vranas, John P. Vranas, Michael Chioros and Bill J. Vranas, severally and not jointly (hereinafter "Attorneys"), as their true and lawful agents and attorneys-in-fact, with full power of substitution, in their name, place and stead to make, execute, sign, acknowledge, swear to, record and file, on behalf of them and on behalf of the Partnership (i) the original certificate of limited partnership and all amendments thereto required or permitted by law or by the provisions of this Agreement; (ii) all certificates and other instruments deemed advisable by the Attorneys to permit the Partnership to become or to continue as a limited partnership wherein the Limited Partners have limited liability in the jurisdictions where the Partnership may be doing business; (iii) all instruments that effect a change or modification of the Partnership in accordance with this Agreement, including the substitution of assignees of Units or portion thereof as Substitute Limited Partners pursuant to Section 8.7 hereof; (iv) all conveyances and other instruments deemed advisable by the Attorneys to effect the dissolution and termination of the Partnership; (v) all fictitious or assumed name certificates required or permitted to be filed on behalf of the Partnership; and (vi) all other instruments which may be required or permitted by law to be filed on behalf of the Partnership.

(b) The foregoing power of attorney: (i) is coupled with an interest and shall be irrevocable and survive the death or incapacity of each Limited Partner; (ii) may be exercised by any Attorney either by signing separately as attorney-in-fact for each Limited Partner or, after listing all of the Limited Partners executing an instrument, by a single signature of any Attorney acting as attorney-in-fact for all of them; and (iii) shall survive the delivery of an assignment by a Limited Partner of the whole or any portion of his Unit; except that, where the assignee of the whole of such Limited Partner's Unit has been approved by the General Partners for admission to the Partnership as a Substitute Limited Partner, the power of attorney of the assignor shall survive the delivery of such assignment for the sole purpose of enabling the General Partners to execute, acknowledge and file any instrument necessary to effect such substitution.

(c) Each Limited Partner shall execute and deliver to the legal counsel for the General Partners within five (5) days after receipt of such legal counsel's request therefor such further designations, powers-of-attorney and other instruments as such legal counsel deem necessary.

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ARTICLE XIV

AMENDMENT OF LIMITED PARTNERSHIP AGREEMENT

14.1 Amendment by All Partners. This Agreement may be amended upon the vote of both i) Limited Partners holding a majority of the then outstanding Units and ii) a majority of the General Partners; provided, however, that the provisions of Articles VIII, IX and X of this Agreement may be amended only with the unanimous consent of the General Partners, and provided further, that this Agreement may be amended to add a Substitute Limited Partner in the manner set forth in Article 8.7 of this Agreement without such a vote. Upon such amendment of this Agreement, the Certificate of Limited Partnership shall also be amended if necessary to reflect such change.

14.2 Amendment by General Partners. In addition to any amendments otherwise authorized herein, this Agreement may be amended from time to time by the General Partners without the consent of any of the Limited Partners (i) to add to the representations, duties or obligations of the General Partners or surrender any right or power granted to the General Partners herein; (ii) to cure any ambiguity, correct or supplement any provision herein which may be inconsistent with any other provision herein, or correct any printing, stenographic or clerical errors or omissions in order that this Agreement shall accurately reflect the agreement among the Partners hereto; (iii) to delete or add any provision of this Agreement requested to be so deleted or added by the staff of the Securities and Exchange Commission or other Federal or state agency, if such addition or deletion is deemed by such Commission or agency to be for the benefit or protection of the Limited Partners; and (iv) to amend Schedule I attached hereto to provide the necessary information regarding Substitute Limited Partners or any new General Partner; provided, however, that no amendment shall be adopted pursuant to this subparagraph unless the General Partners reasonably determine that the adoption thereof (1) is consistent with Article VI; (2) with respect to any amendment other than an amendment pursuant to clause (iv) above, does not alter the interest of any Partner in profits, losses or distributions of the Partnership; (3) does not cause, alter, or result in the alteration of, the limited liability of the Limited Partners, the status of the Partnership as a partnership for Federal income tax purposes, the termination of the Partnership under the Code or the violation of any Federal or state securities law; and (4) with respect to any amendment pursuant to clauses (i) or (iii) above, is for the benefit of or not adverse to the interests of the Limited Partners, as a group.

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ARTICLE XV

TAX ELECTION

The General Partners, in their sole discretion, may cause the Partnership to make or revoke the election referred to in Section 754 of the Code, or any similar provision enacted in lieu thereof and may otherwise make such elections in federal, state and local taxing matters as it, in its sole discretion, deems to be in the best interests of the Partnership.

ARTICLE XVI

MISCELLANEOUS

16.1 Partition. During the term of this Agreement each of the Partners irrevocably waives any right that he may have to maintain any action for partition with respect to any property of the Partnership.

16.2 Competing or Related Businesses. The General Partners (and any person or entity affiliated with a General Partner), the Limited Partners (and any person or entity affiliated with a Limited Partner), and each of them, may acquire real properties for their own account, or engage in the acquisition, development, operation or management of real estate on behalf of other partnerships, joint ventures, corporations or other business ventures formed by them or in which they may have an interest including, without limitation, business ventures similar to, related to or in direct or indirect competition with, any business of the Partnership. Neither the Partnership nor any other Partner shall have any right by virtue of this Agreement in or to such other business venture or to income or profits derived therefrom. The Limited Partners acknowledge that the General Partners are real estate brokers and will from time to time have opportunities to acquire, lease, syndicate, broker, joint venture, finance, manage, develop, service, invest in, or otherwise deal with, profit from or realize gain from transactions involving real properties and related interests including properties competitive with those owned by the Partnership. The Limited Partners agree that the General Partners owe no duty to the Limited Partners to disclose or offer any such opportunities to the Limited Partners or to the Partnership or to act or to refrain from acting with respect thereto and that they hold no interest in any gains, profits or other benefits realized by the General Partners from such activities and transactions.

16.3 Conflicts of Interest. The fact that a Partner is employed by, or is directly or indirectly interested in or affiliated or connected with, any person, firm or corporation

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employed by the Partnership to render or perform management, real estate brokerage, insurance brokerage or service, legal services or other services of any kind, or from or to whom the Partnership may buy, sell, lease or otherwise acquire or dispose of any property which the Partnership may have or desire to have an interest in, shall not prohibit the General Partners from employing such person, firm or corporation, or from otherwise dealing with the same or from recovering standard commissions with respect to same. However, it is expressly understood, that notwithstanding anything in this Agreement to the contrary, any such employment or other dealing shall be on an "arms'-length" basis and on terms not less favorable to the Partnership than the terms for comparable services or transactions reasonably available from unrelated persons. For purposes of this Section all payments described in Article VII hereof shall be conclusively deemed commercially reasonable and shall be conclusively deemed to be paid for the services described therein.

16.4 Notices. Any notice given pursuant to this Agreement may be served personally on the Partner to be notified, or may be mailed, postage prepaid, registered or certified with return receipt requested, addressed as follows, or at such other address as a Partner may from time to time designate to the General Partners in writing:

To the General Partners:

c/o Vranas and Associates, Inc.
5200 North Sheridan Road
Chicago, Illinois 60640
Attn: William P. Vranas

With Copy to:

Elias N. Matsakis
McBride & Baker
Three First National Plaza
38th Floor
Chicago, Illinois 60602

To a Limited Partner:

At such Limited Partner's address as set forth on the Certificate of Limited Partnership naming him a Limited Partner.

16.5 Liability of General Partners; Indemnification. Unless subscriptions for less than Three (3) Units are received, the General Partners shall not be personally liable for the return of any contribution made to the Partnership by a Limited Partner.

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The General Partners shall not be liable to the Limited Partners for the performance of any act or for the failure to act so long as they are not thereby guilty of willful misfeasance, gross negligence, bad faith or reckless disregard of their duties as a General Partner in such performance or failure.

The Partnership shall indemnify the General Partners, their agents and any employee or agent of the Partnership against any claims or liability incurred by them by reason of any act or omission performed or made by them in a manner reasonably believed by them to be within the scope of their authority under this Agreement and to be in the best interests of the Partnership; provided, however, that the Partnership shall make no indemnification to which such person would otherwise be entitled if such person acted with willful misfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office.

The indemnification authorized by this Section 16.5 shall include but not be limited to payment of (i) reasonable attorneys' fees and other expenses incurred in settling any such claim or liability or incurred in any legal proceeding; and (ii) the removal of any liens affecting any property of the person to be indemnified.

Indemnification shall be made from assets of the Partnership only and no Limited Partner shall be personally liable to any person to be indemnified and, to the extent that insurance is available to secure this indemnification, the General Partners may cause the Partnership to purchase the same provided that the General Partners determine in their sole discretion that the cost of such insurance is commercially reasonable.

The provisions of this Section 16.5 shall inure to the benefit of the General Partners and their agents, the employees and agents of the Partnership, and their respective heirs, executors, administrators, successors and assigns.

16.6 Meetings of the Partnership. Except as expressly provided herein to the contrary, meetings of the Partnership may be called by the General Partners or by Limited Partners holding fifty percent (50%) or more of the then outstanding Units. Limited Partners holding fifty percent (50%) or more of the then outstanding Units desiring to call a meeting shall present to the General Partners 1) a written demand therefor signed by Limited Partners holding fifty percent (50%) of the then outstanding Units indicating the purpose of such meeting and the resolutions, if any, to be presented for a vote; and 2) an opinion from counsel (which counsel and opinion must be satisfactory to counsel for the General Partners) to the proposing Limited

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Partners stating that, in the opinion of said counsel, neither the grant nor the exercise of the right to cause or hold such a meeting of the Limited Partners will result in a loss of any Limited Partner's limited liability, will jeopardize the status of the Partnership as a partnership for Federal income tax purposes and will violate or cause the Partnership to violate any applicable laws or governmental rules or regulations, including, without limitation, any applicable Federal or state securities laws.

16.7 Arbitration. Any controversy arising out of or relating to this Agreement or the breach thereof, other than a controversy arising out of or relating to the securities laws of the United States or any state thereof, shall be settled by arbitration in Chicago in accordance with the Rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed except that in any event, the arbitrators shall be required to present the Partnership with a written opinion of their decision. Judgment upon any award rendered pursuant to such arbitration may be entered in any court of competent jurisdiction.

16.8 Successors and Assigns. All the terms and conditions of this Agreement shall be binding upon the successors and assigns of the Partners, but shall not inure to the benefit of the successors or assigns of the Partners except as otherwise expressly provided in this Agreement.

16.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument which may sufficiently be evidenced by one counterpart.

16.10 Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof.

16.11 Illinois Law; Illinois Uniform Limited Partnership Act. This Agreement and its application shall be governed by the laws of the State of Illinois. In the event of any conflict between any provision of this Agreement and any provision of the Illinois Uniform Limited Partnership Act, the provision of this Agreement shall control.

16.12 Partial Invalidity. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

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IN WITNESS WHEREOF, this Agreement of Limited Partnership has been executed on the date first above written.

GENERAL PARTNERS:

William P. Vranas

WILLIAM P. VRANAS

John P. Vranas

JOHN P. VRANAS

Michael Chioros

MICHAEL CHIOROS

Bill J. Vranas

BILL J. VRANAS

LIMITED PARTNERS:

Peter A. Fasseas

PETER FASSEAS

James J. Gatzis

JAMES J. GATZIS

Elias N. Matsakis

ELIAS N. MATSAKIS

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HELLENIC STRUCTURES LTD.,
an Illinois Limited Partnership

SCHEDULE I

Limited Partners

<u>Name</u>	<u>Place of Residence</u>	<u>Number of Units</u>	<u>Initial Payment on Capital Contribution</u>
1. Peter Fasseas		1	\$25,000
2. James J. Gatziolis		1	\$25,000
3. Elias N. Matsakis		1	\$25,000

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General Partners

<u>Name</u>	<u>Initial Payment on Capital Contribution</u>
1. William P. Vranas	\$25,000
2. John P. Vranas	\$25,000
3. Michael Chioros	\$25,000
4. Bill J. Vranas	\$25,000

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MAIL TO:

ELIAS N. MATSAKIS
THREE FIRST NATIONAL
PLAZA
38TH FLOOR
CHICAGO, IL

3-11-10