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LP 201

JIM EDGAR
Secretary of State
State of Illinois
89010492

Submit in Duplicate

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

CERTIFICATE OF LIMITED PARTNERSHIP (Illinois limited partnership)

8902340 SOSIL 12/19/88
75.00 IO 000004530 FILED
S002340

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

- The limited partnership's name is: Harrison Limited Partnership (Note 1)
- The Federal Employer Identification Number (F.E.I.N.) is: Not Available (Note 2)
- This certificate of limited partnership is effective on: (Check one)
 a) the filing date, or
 b) another date not more than 60 days subsequent to the filing date. Specify: _____

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

Registered Agent:	<u>Ross, Jr.</u>	<u>Richard</u>	<u>M.</u>
	Last Name	First Name	Middle Name
	<u>Scribcor, Inc.</u>		
	Firm Name (if any)		
Registered Office:	<u>120 West Madison Street</u>		
(P.O. Box alone is unacceptable)	Number	Street	Suite #
	<u>Chicago</u>	<u>Cook</u>	<u>Illinois</u>
	City	County	Zip Code
			<u>60602</u>

5. The address, including county, of the office at which the records required by Section 104 are to be kept is:
c/o Scribcor, Inc. 120 West Madison Street, Chicago, Illinois 60602

6. The limited partnership's purpose(s) is: See Annex I 6748 (Note 3)

7. The latest date upon which the limited partnership is to dissolve is: December 31, 2018

8. The total aggregate amount of cash and the aggregate agreed value of other property or services contributed by the partners and which they have agreed to contribute is: \$ 300.00

9. A brief statement of the partners' membership termination and distribution rights, if any. One 8-1/2" x 11" standard paper may be used, if needed, and attached to this form. The full text of such rights should be on file in the partnership's Section 104 office.
See Annex II

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

<u>Bilger Corporation</u>	<u>c/o Richard M. Ross</u>
General Partner's Name	Business Address
	<u>120 West Madison Street Chicago, IL 60602</u>
	Business Address
	<u>6748 7 89010492 - A - 14.00</u>
	Business Address

The undersigned affirms, under penalties of perjury, that the facts stated herein are true.

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

[Signature]
 Signature Bilger Corporation, by
Richard M. Ross, its President
 Name (please print or type)

 Signature
 Name (please print or type)

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

89010492

14.00

[Handwritten initials]

File No _____

CERTIFICATE OF LIMITED PARTNERSHIP

Filing Fee \$75

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

DO NOT SEND CASH!

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

RETURN TO:

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

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NOTES

- Note 1: The name of the limited partnership must contain, without abbreviation, the words "limited partnership."
- Note 2: If the Federal Employer Identification Number has not been obtained at the time of filing this document, it shall be obtained and shall be reported to the Secretary of State within 180 days after the date of filing this certificate.
- Note 3: If this office is outside of Illinois, it must be the limited partnership's principal place of business.

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ANNEX I

PURPOSE OF THE PARTNERSHIP

The purpose of the Partnership is to (i) purchase or otherwise acquire, own, develop, operate, manage and dispose of real and personal property, (ii) indirectly engage in any and all activities described in (i) above by purchasing interests in other companies, including other partnerships, that engage in such activities and (iii) engage in any and all activities related or incidental to the activities described in (i) and (ii) above.

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ANNEX II

PARTNERS' DISTRIBUTION RIGHTS

The Partnership Agreement provides that all Net Cash Flow shall be shared by and distributed among the Partners, 37.5% to the Limited Partners and 62.5% to the General Partner. All distributions of Net Cash Flow shall be shared by and allocated among the Limited Partners on a pro rata per Unit basis.

PARTNERS' MEMBERSHIP TERMINATION RIGHTS

The Partnership Agreement provides that the General Partner shall not sell, assign or otherwise dispose of (except for any such sale, assignment or disposition by operation of law) or transfer all or any portion of its interest in the Partnership or resign or withdraw from the Partnership without the prior consent of all Limited Partners. The Limited Partners may not assign the whole or any part of their interests in the Partnership without the prior written consent of the General Partner and shall have no right to resign or withdraw from the Partnership or to withdraw any part of their capital contributions.

The Partnership Agreement also provides that the Partnership shall be terminated and dissolved upon the occurrence of (i) the expiration of the term of the Partnership, (ii) the agreement of all Partners, (iii) an involuntary dissolution and termination by operation of law or (iv) the entry of a decree of judicial dissolution. The Partnership shall not be dissolved upon the termination of existence or admission of any Limited Partner or of a General Partner; provided, however, that if there is only one General Partner of the Partnership, termination of existence of such General Partner shall work a dissolution of the Partnership if one or more replacement General Partners are not appointed by agreement of all Limited Partners within ninety (90) days after such termination of existence. In the event of the dissolution and liquidation of the Partnership, the Partners shall receive distributions from available Partnership assets in accordance with their respective percentage interests in Net Cash Flow. No Limited Partner shall have any right to demand or receive property other than cash upon dissolution and termination of the Partnership.

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