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Box 179
DAW 55

JIM EDGAR,
Secretary of State
State of Illinois

Submit in Duplicate

\$25 filing fee. (\$75 Restricted Certificate) See other side for acceptable forms of payment.

CERTIFICATE OF AMENDMENT TO THE CERTIFICATE OF LIMITED PARTNERSHIP (Illinois limited partnership)

91013155

Pursuant to the provisions of the Revised Uniform Limited Partnership Act, the undersigned limited partnership hereby amends its certificate of limited partnership.

1. The limited partnership's name is: KOSOH Housing Limited Partnership (Note 1)

2. The limited partnership's file number is: S004990

The Federal Employer Identification Number (F.E.I.N.) is: Applied For (Note 2)

3. The certificate of limited partnership was filed with the Secretary of State's office on: 12/24/90
(month, day, year)

4. The certificate of limited partnership is amended as follows. (Check and complete where appropriate)

- a) Admission of a new general partner (list name, business address and contributions below)
- b) Withdrawal of a general partner (list name below)
- c) Change of registered agent and/or registered office (list old name and address and new name and address, labeled as such, below)
- d) Change in the address of the office at which the records required by Section 201 of the Act are kept (list old address and new address, labeled as such, below)
- e) Change in the business addresses of general partner (list name and old address and new address, labeled as such, below)
- f) Change in the partners' total contribution amount (give old and new dollar amounts, labeled as such, below)
- g) Other (restate certificate? Yes No)

Specify what is being changed from the original certificate and give old and new information, as appropriate, below.

E) OLD: 310 S. Peoria, Suite 310
 NEW:
 KOSOH Housing, Inc.
 310 South Peoria, Suite 201
 Chicago, IL 60607

F) OLD: 646,581.00
 NEW: 657,354.00

5. Amendment (Note 3)

Delete Exhibit A to Certificate of Limited Partnership of Borinquen Apartments Limited Partnership and replace Exhibit A to Certificate with Certificate of Limited Partnership KOSOH Housing Limited Partnership.

If additional space is needed, the amendment must be continued on a plain white 8-1/2" x 11" sheet, which must be stapled to this form.

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

The original certificate of amendment must be signed by at least one general partner and all new general partners designated.

KOSOH Housing, Inc.
Signature of an Illinois Corporation

Barbara Black President
Signature

Name (please print or type)

Barbara Black
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: _____

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Form LP 302

CERTIFICATE OF AMENDMENT TO THE CERTIFICATE OF LIMITED PARTNERSHIP

Filing Fee \$25
(Revised Certificate \$75)

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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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Note 1: State and exact name of the limited partnership as it appears on the records of the office of the Secretary of State. If any amendments have been filed, the date of filing the document, it shall be indicated in the report to the Secretary of State within 150 days after the date of filing the certificate of amendment.
Note 2: If the filer is an employer, the filer shall file a report to the Secretary of State within 150 days after the date of filing the certificate of amendment.
Note 3: All information regarding the amendment, both old and new, must be given and clearly labeled.

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EXHIBIT A TO
CERTIFICATE OF LIMITED PARTNERSHIP OF
BORINQUEN APARTMENTS LIMITED PARTNERSHIP

9. Following is a summary explanation of certain rights of general and limited partners, which are set forth in greater detail in the Partnership's Articles of Limited Partnership:

(a) Termination. The Partnership terminates upon the earliest of December 31, 2021, unanimous partners' agreement to terminate, departure of the last general partner without substitution, or disposition of substantially all non-cash assets. Except as set forth in the Partnership's Articles, Partners may not withdraw from or dissolve the Partnership or sell, transfer, or assign their Partnership interests without other partners' consent. The limited partner may remove and replace any general partner for specific causes set forth in the Partnership's Articles. Upon bankruptcy, dissolution, liquidation, death, or incapacity of a general partner, such general partner's successor-in-interest becomes a special limited partner. Upon any such event, or upon withdrawal or wrongful dissolution of the Partnership by a general partner or removal of a general partner for cause, the Partnership is continued if another general partner remains or the limited partner appoints a substitute general partner.

(b) Distribution. Net operating cash flow is distributed 1% to the general partner and 99% to the limited partner. Net proceeds of capital transactions are distributed first to the partners in proportion to their total capital contributions, then to the general partner in the amount of any loans and fees due, then 50% to the general partner and 50% to the limited partner. Upon liquidation, after payment or provision for creditors, including any amounts due to the general partner if remaining Partnership assets are sufficient to return total capital contributions to the partners, any remaining Partnership assets are distributed to the partners in the proportion to their positive capital account balances.

(c) Approval. The limited partner has certain rights to approve or disapprove loans to the Partnership to fund construction cost overruns or operating deficits; modification of net profit and loss allocations; rebuilding upon casualty or condemnation and fees therefor; sale or refinancing of Partnership real estate; substitution of a general partner, admission of any other general or limited partners, or sale, transfer, or assignment of any general partner's interest in the Partnership; removal of the general partners for specific cause described in the Partnership agreement; appointment of a substitute general partner upon departure of the last remaining general partner; sale, pledge, or other transfer of the limited partner's capital notes other than as permitted therein; and revision of tax benefits projections with corresponding reduction of limited partner capital obligations upon any anticipated reduction in limited partner tax benefits other than by change in tax law.

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CERTIFICATE OF LIMITED PARTNERSHIP OF
KOSOH HOUSING LIMITED PARTNERSHIP

9. Following is a summary explanation of certain rights of general and limited partners, which are set forth in greater detail in the Partnership's Articles of Limited Partnership:

(a) Termination. The Partnership terminates upon the earliest of December 31, 2011, unanimous partners' agreement to terminate, departure of the last general partner without substitution, or disposition of substantially all non-cash assets. Except as set forth in the Partnership's Articles, Partners may not withdraw from or dissolve the Partnership or sell, transfer, or assign their Partnership interests without other partners' consent. The limited partner may remove and replace any general partner for specific causes set forth in the Partnership's Articles. Upon bankruptcy, dissolution, liquidation, death, or incapacity of a general partner, such general partner's successor-in-interest becomes a special limited partner. Upon any such event, or upon withdrawal or wrongful dissolution of the Partnership by a general partner or removal of a general partner for cause, the Partnership is continued if another general partner remains or the limited partner appoints a substitute general partner.

(b) Distribution. Net operating cash flow is distributed 1% to the general partner and 99% to the limited partner. Net proceeds of capital transactions are distributed first to the partners in proportion to their total capital contributions, then to the general partner in the amount of any loans and fees due, then 50% to the general partner and 50% to the limited partner. Upon liquidation, after payment or provision for creditors, including any amounts due to the general partner if remaining Partnership assets are sufficient to return total capital contributions to the partners, any remaining Partnership assets are distributed to the partners in the proportion to their positive capital account balances.

(c) Approval. The limited partner has certain rights to approve or disapprove loans to the Partnership to fund construction cost overruns or operating deficits; modifications of net profit and loss allocations; rebuilding upon casualty or condemnation and fees therefor; sale or refinancing of Partnership real estate; substitution of a general partner, admission of any other general or limited partners, or sale, transfer, or assignment of any general partner's interest in the Partnership; removal of the general partners for specific cause described in the Partnership agreement; appointment of a substitute general partner upon departure of the last remaining general partner; sale, pledge, or other transfer of the limited partner's capital notes other than as permitted therein; revision of tax benefits projections with corresponding reduction of limited partner capital obligations upon any anticipated reduction in limited partner tax benefits other than by change in tax law; and approval of forms of a master lease and purchase option.

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