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File # S 12630

Assigned by Secretary of State

Form LP 201
(Rev. Jan. 1991)

GEORGE H. RYAN
Secretary of State
State of Illinois

Filing Fee \$75

SUBMIT IN DUPLICATE!

CERTIFICATE OF LIMITED PARTNERSHIP (Illinois limited partnership)

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

97349409

OFFICE USE ONLY

S012630 808IL 05/16/97
PS. CC EE 0000105093 FILED

1. Limited partnership's name: Price Family Limited Partnership

2. The address, including county, of the office at which the records required by Section 104 are to be kept is: (Post office box alone and c/o are unacceptable)
1875 Checker Road, Long Grove, IL 60047

3. Federal Employer Identification Number (F.E.I.N.): Applied For

4. This certificate of limited partnership is effective on: (Check one)
a) the filing date, or b) another date later than but not more than 60 days subsequent to the filing date: May 15, 1997
(month, day, year)

5. The limited partnership's registered agent's name and registered office address is: Richard A. Merel, 211 West Wacker Drive, Chicago, Cook, Illinois 60606

Registered agent:	<u>Richard</u>	<u>A.</u>	<u>Merel</u>
	First name	Middle name	Last name
Registered Office:	<u>211 West Wacker Drive</u>		<u>1500</u>
	Number	Street	Suite #
	<u>Chicago</u>	<u>Cook</u>	<u>Illinois 60606</u>
	City	County	Zip Code

6. The limited partnership's purpose(s) is: See Exhibit A

IRS Industrial Code Number is: 6511

7. Dissolution date is: Perpetual or December 31, 2057
(month, day, year)

8. The total aggregate dollar amount of cash, property and services contributed by all partners is: (per Section 201-5)
\$1,000.00

9. A brief statement of the partners' membership termination and distribution rights:
to be determined

Handwritten signature/initials: J S 50

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10. NAME(S) & BUSINESS ADDRESS(ES) OF GENERAL PARTNER(S)

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 AND NAME

BUSINESS ADDRESS

1. *Harry Price*
(Signature)
Harry Price, general partner
(Type or print name and title)

(Name of General Partner if a corporation or other entity)

2. *Michelle Price*
(Signature)
Michelle Price, general partner
(Type or print name and title)

(Name of General Partner if a corporation or other entity)

3. _____
(Signature)

(Type or print name and title)

(Name of General Partner if a corporation or other entity)

4. _____
(Signature)

(Type or print name and title)

(Name of General Partner if a corporation or other entity)

5. _____
(Signature)

(Type or print name and title)

(Name of General Partner if a corporation or other entity)

6. _____
(Signature)

(Type or print name and title)

(Name of General Partner if a corporation or other entity)

1. 1875 Checker Road
Number Street
Long Grove
City/town
Illinois 60047
State Zip Code

2. 1875 Checker Road
Number Street
Long Gove
City/town
Illinois 60047
State Zip Code

3. _____
Number Street

City/town

State Zip Code

4. _____
Number Street

City/town

State Zip Code

5. _____
Number Street

City/town

State Zip Code

6. _____
Number Street

City/town

State Zip Code

(Signatures must be in ink on an original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)

FORMS OF PAYMENT:

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."

3012630 8081L 05/13/97

DO NOT SEND CASH!

FILED

RETURN TO:

Secretary of State
Department of Business Services
Limited Partnership Division
Room 357, Howlett Building
Springfield, Illinois 62756
Telephone: (217) 785-8960

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EXHIBIT A TO CERTIFICATE OF LIMITED PARTNERSHIP

The business of the Partnership shall be to invest in, acquire, lease, hold, maintain, improve, develop, sell, exchange, operate, lease, mortgage, exchange, own and otherwise use for profit the Project and other real property owned by the Partnership, and to carry on such other business enterprises on or otherwise related to the Project as the General Partner determines from time to time. The Partnership may borrow money in furtherance of the foregoing and issue evidence of such debt and may pledge and mortgage any Partnership property, including, but not limited to the Project and any portion thereof as security therefor. Except as specifically limited or prohibited by this Agreement, the Partnership is empowered to perform such actions and engage in such activities, consistent with the purpose of the Partnership as may be permitted by the Act. The Partnership may enter into such ventures as the General Partner determines to carry on the business of the Partnership. The Partnership is hereby authorized to acquire, from time to time and at such times and upon such terms and conditions as the General Partner shall, in its discretion determine, any real property and improvements adjacent to or necessary or desirable for the operation, use or ownership of the Project or in exchange for the Project. The foregoing statement of Partnership purpose is intentionally broad to permit the Partnership to engage in a myriad of activities and enterprises as so determined by the General Partner from time to time.