

UNOFFICIAL COPY

0 3 8 0 5 7 3 8

CERTIFICATION

I, Allison S. Davis, one of the two general partners of M/D Ventures, an Illinois Partnership, certify that the attached copy of the Partnership Agreement of M/D Ventures dated May 1, 1981, is a true and correct copy of said Agreement and remains in full force and effect.

Allison S. Davis

Dated:
June 27, 1989

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

RECEIVED
PAGE

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

AGREEMENT made May 1, 1981 between William Moorehead and Allison S. Davis, both of Chicago, Illinois.

1. Name and business. The parties hereby form a partnership under the name of M/D Ventures which shall own, invest in, develop real property, and consult in matters related to investing in, owning and developing real estate. The principal office of the business shall be in Chicago, Illinois.

2. Term. The partnership shall begin on May 1, 1981 and shall continue until terminated as herein provided.

3. Capital. The capital of the partnership shall be contributed in cash by the partners as follows:

William Moorehead \$1,000

Allison S. Davis \$1,000

A separate capital account shall be maintained for each partner. Neither partner shall withdraw any part of his capital account. If the capital account of a partner becomes impaired, his share of subsequent partnership profits shall be first credited to his capital account until that account has been restored, before such profits are credited to his income account. Upon the demand of either partner, the capital accounts of the partners shall be maintained at all times in the proportions in which the partners share in the profits and losses of the partnership.

UNOFFICIAL COPY

03305788

4. Profit and loss. The net profits of the partnership shall be divided equally between the partners and the net losses shall be borne equally by them. A separate income account shall be maintained for each partner. Partnership profits and losses shall be charged or credited to the separate income account of each partner. If a partner has no credit balance in his income account, losses shall be charged to his capital account.

5. Salaries and drawings. Each partner may, from time to time, withdraw the credit balance in his income account. No additional share of profits shall inure to either partner by reason of his capital or income account being in excess of the capital or income account of the other.

6. Interest. No interest shall be paid on the initial contributions to the capital of the partnership or on any subsequent contributions of capital.

7. Management, duties, and restrictions. The partners shall have equal rights in the management of the partnership business, and each partner shall devote so much of their time to the partnership business as may be necessary. However, the parties hereto acknowledge that Allison S. Davis is a practicing attorney which requires a substantial but not complete commitment of his time. Neither partner shall, without the consent of the other partner, endorse any note, or act as an accommodation party, or otherwise become surety for any person. Without the consent of the other partner, neither partner shall on behalf of the partnership borrow

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 0 0 0 5 7 5 8

or lend money, or make, deliver or accept any commercial paper, or execute any mortgage, security agreement, bond, or lease, or execute any mortgage, security agreement, bond, or lease, or purchase or contract to purchase, or sell or contract to sell any property for or of the partnership other than the type of property bought and sold in the regular course of its business. Neither partner shall, except with the consent of the other partner, assign, mortgage, grant a security interest in, or sell his share in the partnership or in its capital assets or property, or enter into any agreement as a result of which any person shall become interested with him in the partnership, or do any act detrimental to the best interests of the partnership or which would make it impossible to carry on the ordinary business of the partnership.

8. Banking. All funds of the partnership shall be deposited in its name in such checking account or accounts as shall be designated by the partners. All withdrawals therefrom are to be made upon checks signed by either partner.

9. Books. The partnership books shall be maintained at the principal office of the partnership, and each partner shall at all times have access thereto. The books shall be kept on a calendar year basis, commencing January 1 and ending December 31, and shall be closed and balanced at the end of each fiscal year. An audit shall be made as of the closing date.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

10. Voluntary termination. The partnership may be dissolved at any time by agreement of the partners, in which event the partners shall proceed with reasonable promptness to liquidate the business of the partnership. The partnership name shall be sold with the other assets of the business. The assets of the partnership business shall be used and distributed in the following order: (a) to pay or provide for the payment of all partnership liabilities and liquidating expenses and obligations; (b) to equalize the income accounts of the partners; (c) to discharge the balance of the income accounts of the partners; (d) to equalize the capital accounts of the partners; and (e) to discharge the balance of the capital accounts of the partners.

11. Retirement. Either partner shall have the right to retire from the partnership at the end of any year. Written notice of intention to retire shall be served upon the other partner at the office of the partnership at least three months before the end of the year. The retirement of either partner shall have no effect upon the continuance of the partnership business. The remaining partner shall have the right either to purchase the retiring partner's interest in the partnership or to terminate and liquidate the partnership business. If the remaining partner elects to purchase the interest of the retiring partner, he shall serve notice in writing of such election upon the retiring partner at the office of the partnership within two months after receipt of his notice of intention to retire.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

(a) If the remaining partner elects to purchase the interest of the retiring partner in the partnership, the purchase price and method of payment shall be the same as stated in paragraph 12 with reference to the purchase of a decedent's interest in the partnership.

(b) If the remaining partner does not elect to purchase the interest of the retiring partner in the partnership, the partners shall proceed with reasonable promptness to liquidate the business of the partnership. The procedure as to liquidation and distribution of the assets of the partnership business shall be the same as stated in paragraph 10 with reference to voluntary termination.

12. Death. Upon the death of either partner, the surviving partner shall have the right either to purchase the interest of the decedent in the partnership or to terminate and liquidate the partnership business. If the surviving partner elects to purchase the decedent's interest, he shall serve notice in writing of such election, within three months after the death of the decedent, upon the executor or administrator of the decedent or, if at the time of such election no legal representative has been appointed, upon any one of the known legal heirs of the decedent at the last-known address of such heir.

(a) If the surviving partner elects to purchase the interest of the decedent in the partnership, the purchase price shall be equal to the decedent's capital account as at the date of his death plus the decedent's income account as at the end of the prior calendar year, increased by his share of partnership profits or decreased by his share of partnership losses for the period from the

UNOFFICIAL COPY


Property of Cook County Clerk's Office

UNOFFICIAL COPY

beginning of the year in which his death occurred, and decreased by withdrawals charged to his income account during such period. No allowance shall be made for goodwill, trade name, patents, or other intangible assets, except as those assets have been reflected on the partnership books immediately prior to the decedent's death; but the survivor shall nevertheless be entitled to use the trade name of the partnership. The purchase price shall be paid without interest in four semi-annual installments beginning six months after the end of the calendar month in which the decedent's death occurred.

(b) If the surviving partner does not elect to purchase the interest of the decedent in the partnership, he shall proceed with reasonable promptness to liquidate the business of the partnership. The surviving partner and the estate of the deceased partner shall share equally in the profits and losses of the business during the period of liquidation, except that the decedent's estate shall not be liable for losses in excess of the decedent's interest in the partnership at the time of his death. No compensation shall be paid to the surviving partner for his services in liquidation. Except as herein otherwise stated, the procedure as to liquidation and distribution of the assets of the partnership business shall be the same as stated in paragraph 10 with reference to voluntary termination.

IN WITNESS WHEREOF, the parties have signed this agreement.



WILLIAM MOORHEAD



ALLISON S. DAVIS

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

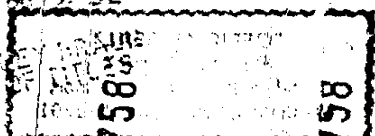
Property of Cook County Clerk's Office

3805758

Dead

1989 JUN 28 2:52

CAROL MOSE
REGIS



3805758

3805758

3805758

[Handwritten signature]

3805758

CHICAGO TITLE INS
#

1989-06-369