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Cook County Recorder 29.50



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CBR402/13/01:01:2004:
SUSIL C010875 FILED 201

Form LP 201
(Rev. Jan. 1999)

Filing Fee \$75

SUBMIT IN DUPLICATE!

File # C010875

Assigned by
Secretary of State

Return to: Department of
Business Services
Limited Partnership Division
Room 357, Howlett Building
Springfield, IL 62756
Telephone: (217) 785-8960
http://www.sps.state.il.us.

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.

JESSE WHITE
SECRETARY OF STATE
STATE OF ILLINOIS

CERTIFICATE OF LIMITED PARTNERSHIP
(Illinois limited partnership)
(Please type or print clearly)

1. Limited partnership's name: THE ASHLAND ZEMAN FAMILY LIMITED PARTNERSHIP

2. The address, including county, of the office at which the records required by Section 104 are to be kept is: (P.O. Box alone and c/o are unacceptable) 316 North Ashland, Park Ridge, Illinois 60068, Cook County

3. Federal Employer Identification Number (F.E.I.N.): 36-4122202

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: _____
(month, day, year)

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

Registered agent:	Stephen	M.	Margolin
	First name	Middle name	Last name
Registered Office:	225 W. Washington, Suite 1300		
(P.O. Box alone and c/o are unacceptable)	Number	Street	Suite #
	Chicago	Cook	Illinois 60606
	City	County	ZIP Code

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

IRS Business Code Number is: 525990

7. Dissolution date is: Perpetual or 12/31/2080
(month, day, year)

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8. The total aggregate dollar amount of cash, property and services contributed by all partners is
\$1,000,000

9. A brief statement of the partners' membership termination and distribution rights:
See attachment

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.

1. Signature *Robert I. Zeman, Jr.* **SIGNATURE AND NAME** **BUSINESS ADDRESS**
Number/Street 316 North Ashland
Type or print name and title Robert I. Zeman, Jr., City/town Park Ridge
General Partner

Name of General Partner if a corporation or other entity _____ State Illinois ZIP Code 60068

2. Signature *Kathleen A. Zeman* Number/Street 316 North Ashland
Type or print name and title Kathleen A. Zeman, City/town Park Ridge
General Partner

Name of General Partner if a corporation or other entity _____ State Illinois ZIP Code 60068

3. Signature _____ Number/Street _____
Type or print name and title _____ City/town _____

Name of General Partner if a corporation or other entity _____ State _____ ZIP Code _____

(Signatures must be in **BLACK 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."

DO NOT SEND CASH!

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ATTACHMENT TO THE CERTIFICATE OF LIMITED PARTNERSHIP OF THE ASHLAND ZEMAN FAMILY LIMITED PARTNERSHIP

Question #6: Purpose.

The purposes of the Partnership are:

(a) to provide for sophisticated, centralized management and development of the assets contributed by the Partners;

(b) to enhance the respective financial position of the Partners by establishing a significant and diversified capital base and pursuing investment and development strategies which will assist the Partners in obtaining their income generation, diversification and investment objectives;

(c) to provide resolution of any disputes which may arise among the Partners in order to preserve harmony and avoid the expense and problems of litigation;

(d) to continue the ownership of the Partnership by and among persons and entities owned and controlled by, or for the benefit of the Partners and their descendants, thus protecting and restricting Partnership assets or interests from third parties such as transfers as a result of a Partner's failed marriage or from the claims of a Partner's future creditors.

The Partnership is authorized to engage in any business which may lawfully be conducted by a limited partnership formed pursuant to Illinois law, including any lawful purpose, and, without limitation, the acquisition, development, management, operation and disposition of real, personal and intangible property, including life insurance policies and products, but not to act as any insurance company, the carrying on of any business or activities relating thereto or arising therefrom, the entering into any partnership, joint venture or other similar arrangement to engage in any of the foregoing or to the ownership interests in any entity engaged in any of the foregoing, and anything incidental or necessary to the foregoing.

If the Partnership qualifies to do business in a foreign jurisdiction, then it may transact all business permitted in that jurisdiction. There is no jurisdictional restriction upon property or activity of the Partnership.

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Question #9 Partners' Membership Termination and Distribution Rights

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1701 HUBBARD
DENVER, CO 80202

a. Distributions. The General Partner, in its sole discretion, shall determine the amount of distributions to be made to the Partners and the time for making such distributions. The Partners, including the General Partner, shall receive their respective shares of Partnership distributions in cash or in kind, or both, and the portion of such shares that is received in cash may vary from Partner to Partner, as the General Partner may determine. Any property distributed in kind shall be treated as if the property were sold at its fair market value and the cash proceeds distributed. All distributions, including those made in liquidation or dissolution of the Partnership, shall be allocated among the Partners in proportion to each Partner's Partnership Percentage.

b. Transfer of Partnership Interests. In the event of the death of a limited partner or the voluntary or involuntary transfer of a limited partners interest ("terminated interest"), the remaining limited partners shall have the option to purchase the terminated interest pursuant to the terms of the Limited Partnership Agreement. If such option is waived by all of the limited partners and the General Partner, then any terminated interest may be assigned provided that: (1) the terminated interest shall represent the entire interest of the limited partner and not a fraction thereof; (2) the General Partner shall receive a certified copy of such assignment and must approve and accept the same. Any purported transfer or assignment of an interest, or portion thereof, in contravention of the provisions of the Limited Partnership Agreement shall be null and void. The Partnership may charge the assignee or assignor of an interest, or portion thereof, a reasonable fee to defray the Partnership's costs with respect to any such transfer or assignment.

c. Termination and Final Distribution. Following the allocation of all items of income, gain, loss, deduction and credit arising during the period of liquidation, the General Partner shall distribute the remaining partnership properties, together with the proceeds of any sales of same, as follows:

(a) First, all Partnership debts and liabilities to Persons other than Partners shall be paid and discharged;

(b) Second, to the setting up of any reserve which the General Partner (or liquidator or liquidating committee) in its discretion may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership arising out of or in connection with the Partnership. Such funds shall be placed in escrow by the General Partner, (or liquidator or liquidation committee) for the purposes of disbursing

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such funds in payment of any of the contingencies, liabilities, or obligations, and, at the expiration of such period as the General Partner (or liquidator or liquidating committee) in its discretion shall deem advisable, the balance thereafter remaining shall be distributed in the manner provided in subsections (c) and (d) hereof;

(c) Third, to the repayment of any loans or advances that may have been made by any of the Partners to the Partnership; and

(d) Fourth, any remaining assets shall be distributed among those Partners in accordance with the provisions of Article VIII of the Limited Partnership Agreement.

THE STATEMENTS MADE HEREIN SUMMARIZE INFORMATION FOUND IN THE LIMITED PARTNERSHIP AGREEMENT. THE READER SHOULD CONSULT THE LIMITED PARTNERSHIP AGREEMENT FOR FURTHER INFORMATION AND ANY TAX IMPLICATIONS RESULTING FROM THE ANY OF THE FOREGOING.

Return to: Bruce Vanyek, Chuhak & Tecson, 225 W. Washington, #1300, Chicago, IL 60606

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