

Filing Fee \$75

SUBMIT IN DUPLICATE!

File # C009808

Assigned by
Secretary of State

C009808 50611 12/02/97
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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.

GEORGE H. RYAN
SECRETARY OF STATE
STATE OF ILLINOIS

CERTIFICATE OF LIMITED PARTNERSHIP
(Illinois limited partnership)

1. Limited partnership's name: MIRZA 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) 4214 Terri-Lyn Lane, Northbrook, Cook County,
Illinois 60062

3. Federal Employer Identification Number (F.E.I.N.): 36-4193743

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: | Dennis | A. | Ferraro |
| | First name | Middle name | Last name |
| Registered Office: | 225 | West Washington Street | 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 Attached

IRS Business Code Number is: 6511

7. Dissolution date is: Perpetual or December 31, 2037
(month, day, year)

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

\$500,000.00

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

See Attached

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

Signature [Signature]

Number/Street 4214 Terri-Lyn Lane

Type or print name and title Flora M. Mirza,

City/town Northbrook

President

Name of General Partner if a corporation or

other entity Mirza Ventures, Inc.

State Illinois Zip Code 60062

Signature _____

Number/Street _____

Type or print name and title _____

City/town _____

Name of General Partner if a corporation or

other entity _____

State _____ Zip Code _____

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."

RETURN TO:

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

DO NOT SEND CASH!

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ATTACHMENT TO THE CERTIFICATE OF
LIMITED PARTNERSHIP OF
MIRZA FAMILY LIMITED PARTNERSHIP

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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 capital base and pursuing investment and development strategies which will assist the Partners in obtaining their income generation and investment objectives; and

(c) to own, commercially exploit, operate, manage, and otherwise deal with the Partnership Property.

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, the carrying on of any business or activities relating thereto or arising therefrom, the entering into any corporation, partnership, limited liability company, joint venture or other similar arrangement to engage in any of the foregoing or to own interests in any entity engaged in any of the foregoing, and anything incidental or necessary to the foregoing.

Subject to the limited partnership agreement, if the Partnership qualifies to do business in a foreign jurisdiction, then it may transact all business permitted in that jurisdiction.

Question # 9 Partners' Membership Termination and Distribution Rights.

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, including without limitation, with respect to Net Cash Receipts. 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 Participating Percentage, including without limitation, with respect to Net

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Cash Receipts; provided, however, that no distribution shall be made or allocated to a Partner whose capital account has a deficit balance, and provided, further, however, that the Partnership may make distributions to one or more but less than all Partners provided that no distribution to a Partner shall exceed the positive balance of the Partner's capital account at the time of the distribution.

b. 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 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.

c. Transfer of Partnership Interest. The transfer or assignment of a Partnership interest in the Partnership shall be subject to such provisions as are found in 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 ANY OF THE FOREGOING.

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

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