

915 S. GORAM BLVD.
CASSELBERRY FL 32709

ZUBAIR S. MANSORI

CERTIFIED PUBLIC ACCOUNTANT

ATTORNEY AT LAW, PENNSYLVANIA

(407) 331-3122 (407) 331-0309 FAX
ZSM@INS.ACE.NET

September 2, 1999

Division of Corporations
409 East Gaines Street
Tallahassee, Florida 32399

Re: Moon Family Limited Partnership

To Whom It May Concern:

Enclosed please find the following documents of the Moon Family Limited Partnership:

Certificate of Limited Partnership
Affidavit of Capital Contributions

300002978543--0
-09/03/99--01076--005
*****35.00 *****35.00

300002978543--0
-09/03/99--01076--006
***1750.00 ***1750.00

Also enclosed is a check in the amount of \$1750.00 to cover the filing fee and an additional check in the amount of \$35.00 to cover processing fee.

Please record the above documents and send us the recorded copy to the above address.
If you have any questions do not hesitate to call us at (407) 331-3122.

Sincerely,

Zubair S. Mansori
Zubair Mansori, C.P.A.

199-1467

Name	99-8
Availability	
Document	
Exhibit	
Witness	
Notary	
Signature	
Witness	

RECEIVED - 3 / 11 8:00

FILED

**CERTIFICATE OF
LIMITED PARTNERSHIP
OF
MOON FAMILY LIMITED PARTNERSHIP**

THIS CERTIFICATE OF LIMITED PARTNERSHIP, made effective this 1st day of September, 1999, by the following, hereinafter known as "General Partner":

Musarrat Moon

And by the following, hereinafter referred to as "Limited Partners":

**Nabeel Moon
Zohaib Moon
Sana Moon**

The said partners do hereby covenant and agree to the formation of this Limited Partnership and do hereby covenant and agree to be bound by these Articles as follows, to wit:

ARTICLE I

**FORMATION OF LIMITED PARTNERSHIP
NAME; PRINCIPAL PLACE OF BUSINESS**

Section 1.1. Formation. The partners hereby form a Limited Partnership pursuant to the provisions of Section 620.108, Florida Statutes. The partners have executed this Certificate of Limited Partnerships to be filed, as required by Florida law.

Section 1.2. Name. The partnership shall operate under the name of Moon Family Limited Partnership.

ARTICLE II

Section 2.1. Principal Place of Business. The principal place of business shall be 7507 Sand Stone Drive, Orlando, Florida 32836.

ARTICLE III

Section 3.1. Name of Registered Agent. The name of the Registered Agent is given below:

Zubair S. Mansori, CPA

FILED
SEP 1 1999
CLERK OF CIRCUIT COURT
JUDICIAL CIRCUIT IN AND FOR
THE COUNTY OF ORANGE, FLORIDA

ARTICLE IV

Section 4.1. Florida street address of the Registered Agent is given below:

915 Semoran Boulevard
Casselberry, Florida 32707

ARTICLE V

Section 5.1 Signature of the Registered Agent is
Hereby affixed:

Zubair S. Mansori

(Zubair S. Mansori)

ARTICLE VI

Section 6.1 Mailing address of the Limited Partnership is given below:

7507 Sand Stone Drive,
Orlando, Florida 32836.

ARTICLE VII

Section 7.1 The Limited Partnership shall commence on the date hereof and shall continue for twenty-five years, unless sooner terminated by law or as hereinafter provided.

ARTICLE VIII

Section 8.1 The name of the General Partner with address is given below:

Name of general partner Street address:

MUSARRAT MOON 7507 Sand Stone Drive
Orlando, Florida 32836

ARTICLE IX

ACCOUNTING FOR THE PARTNERSHIP

Section 9.1. Method of Accounting. The Partnership shall keep its accounting records and shall report for income tax purposes on the cash basis. The records shall be maintained in accordance with generally accepted accounting principles.

Section 9.2 Annual Statements. Financial statements shall be prepared not less than annually by an independent public accountant and copies of the statement shall be

delivered to each partner. Copies of all income tax returns filed by the Partnership also shall be furnished to all partners.

Section 9.3 Annual Meeting to Review Financial Statements. Not less than once a year and as soon as possible, after completion of the financial statements, a meeting shall be held of all General and Limited partners. The independent public accountant shall review and discuss the financial statements at that meeting and report to the Limited partners the financial condition of Moon Family Limited Partnership. All annual meetings shall be held at the principal place of business in Orange county Florida pursuant to actual or constructive notice to each General and Limited partner.

Section 9.4. Interim Financial Statements. On written request, any Limited partner shall be entitled to copies of any interim financial statements prepared for the General partners.

ARTICLES X

CAPITAL CONTRIBUTIONS

Section 10.1 Initial Capital Contributions. The initial capital contribution shall be \$10,000 as follows:

<u>GENERAL PARTNER:</u>		
	<u>Amount contributed</u>	<u>Percentage</u>
Musarrat Moon	\$ 100	1

<u>LIMITED PARTNERS:</u>		
Nabeel Moon	\$3,300	33
Zohaib Moon	\$3,300	33
Sana Moon	\$3,300	33

Section 10.2. Respective Interests of Partners in the Initial Capital Contribution. The interests of the partners in the capital originally contributed are the same as listed above.

Section 10.3. Additional Capital Contributions. The partners intend to make additional capital contributions to the capital of the Partnership in the total amount of \$265,000. The interests of the partners in the additional capital to be contributed shall be the same as listed above, unless otherwise agreed to in writing by all of the partners. A Limited partner of a General partner may assign his interest to others but only as hereinafter provided.

Section 10.4. Return of Capital Contributions. No Limited partner shall be entitled to withdraw or demand the return of any part of his capital contribution except upon dissolution of the Partnership and as specifically provided for in this Agreement.

ARTICLE XI

CAPITAL ACCOUNTS; DRAWING ACCOUNTS

Section 11.1 Capital Accounts. An individual capital account shall be maintained for each General and Limited partner. This capital interest of each General and Limited partner shall consist of his original contribution increased by his additional contribution to capital and his share of Partnership profits transferred to capital and decreased by distributions to him in reduction of his Partnership capital and his share of Partnership losses.

Section 11.2 Drawing accounts. An individual drawing account shall be maintained of each General and Limited partner. All withdrawals other than salaries made by a General or Limited partner shall be charged to his drawing account. Each partner's share of profits and losses shall be credited or charged to his drawing account.

A credit balance of a partner's drawing account shall constitute a partnership liability to that partner; it shall not constitute a part of his capital account or his capital account of his interest in the capital of the Partnership. If, after the net profit or the loss of the Partnership for the fiscal year has been determined, a partner's drawing account shows a deficit (a debit balance), whether occasioned by drawings in excess of his share of partnership profits or by charging him for his share of a partnership loss, the deficit shall constitute an obligation of that partner to the Partnership to the extent of the partner's capital account, but in no event shall any Limited partner be liable for any amount beyond the balance in his capital account.

Payment of any amount owing to the Partnership shall be made in a manner and time determined by the General Partner. Such obligations shall not be made payable on demand nor shall interest be charged thereon above the prime interest rate plus three percentage points. The limited partners may determine by a vote of a majority in interest to transfer any portion of their respective profit or loss to their capital accounts at any time, provided the transfers do not change the partners respective partnership interests except by written consent of all partners.

ARTICLE XII

PROFITS OR LOSS

Section 12.1. Interests in Profits or Losses. The net profits or net losses of the Partnership shall be credited or charged to the partners in proportion to their partnership interests (generally construed as The Capital Account).

Section 12.2. Limitations on Liability for Losses Chargeable to Limited Partners. No Limited partner shall personally be liable for any of the losses of the Partnership beyond his capital interest in the Partnership.

Section 12.3. Distribution of Profits. The earnings of the Limited Partnership shall be distributed at least annually except that earnings may be retained by the

Partnership and transferred to partnership capital for the reasonable needs of the business as determined in the sole discretion of the General partners.

ARTICLE XIII

ADMINISTRATIVE PROVISIONS

Section 13.1. Management. The business of the Limited partnership shall be under the exclusive control of the General partner. The Limited partners shall not participate in the management of the business of the Partnership.

Section 13.2. Time Devoted by the General Partner. The General partner is required to devote to the business of the Partnership such time as is reasonable and prudent.

Section 13.3. Banking. All funds in the Limited Partnership shall be deposited in its name in such checking account or accounts as shall be designated by the General partner. All withdrawals therefrom shall be made upon checks signed by the General partner. A General partner shall have all the rights and powers and be subject to all the restrictions and liabilities of a partner in a partnership without Limited partners, except that without the written consent or ratification of the specific act by all the Limited partners, a General partner has no authority that is specifically denied him according to the Florida Statutes.

Section 13.4. Validity. If any portion of this Agreement shall be held invalid or inoperative, then, insofar as it is reasonable and possible,

- a) the remainder of this Agreement shall be considered valid and operative, and
- b) Effect shall be given to the intent manifested by the portion held invalid or inoperative.

Section 13.5. Indemnification. The Partnership shall promptly indemnify each partner for payments reasonably made and personal liabilities reasonably incurred by him in the ordinary conduct of Partnership business or for the preservation of its business or property.

Section 13.6. Powers of the General Partner. The General partner shall conduct the business of the Limited Partnership with full and complete power to do any and all things, including acting through a managing general partner or through any duly authorized manager or other agent, except as otherwise provided herein; and the General partner shall use his reasonable efforts to provide that each Limited partner has the full enjoyment of its partnership interest. Such General partner shall have and is hereby granted the usual, proper and necessary authority and powers to manage, control, operate, conduct and carry on the business of the Partnership; keep the books and records thereof; employ, discharge and pay and compensate necessary employees, clerks and helpers; and have the authority to draw checks and drafts on the partnership bank accounts. Then General partner shall be under no obligation to spend any of the capital of the Limited Partnership but he may use such portion thereof as he deems essential for the best interest of the Partnership. The General partner

may, by agreement, grant, assign, transfer, lease or let any of the property of the Limited Partners whether real or personal in furtherance of the business of the Partnership and in connection therewith to execute in the Partnership's name any and all deeds, documents, bills of sale and other papers pertaining to the business of the partnership. In order to conduct and carry on the general purposes for which this Limited Partnership is organized, the General partner may borrow money from time to time for and on behalf of this Limited Partnership from any bank, trust company, savings and loan association, life insurance company or other individuals or lending agencies; may renew and extend such loans from time to time; may make, execute and deliver promissory notes, endorsements and other obligations of this Partnership as evidence of any such loan; and may secure the payment of such loans and the interest thereon by the pledge, conveyance, mortgage or assignments in trust of the whole or any part of the property of this Partnership owned at the time or acquired thereafter.

ARTICLE XIV

SALARY TO THE GENERAL PARTNER

Section 14.1. Original Salary. Annually, the General partner shall receive a reasonable salary for services rendered which shall be in addition to his respective shares of Partnership profits. It is the intention of the parties that the General partner shall receive reasonable compensation for services reviewed periodically and adjusted.

ARTICLE XV

DURATION OF BUSINESS; DISSOLUTION; ARBITRATION

Section 15.1. The Limited Partnership shall continue a) until all of the interests in the property acquired by it have been sold or disposed of or have been abandoned, or b) until dissolved and terminated as provided for herein below.

Section 15.2. The Limited Partnership shall not be terminated by the death, or incapacity of any Limited partner; by the assignment by any Limited partner of his interest; or by the admission of a new Limited partner or admission of an additional General partner.

Section 15.3. Upon the written consent or affirmative vote of the Limited partner owning 90% of the then outstanding partnership interest, the General partner may be removed if, simultaneously with such removal, a successor General partner is elected by the Limited partners owning 90% of the then outstanding partnership interest.

Section 15.4. The Limited Partnership shall be dissolved only upon the occurrence of any of the following events:

a. The written consent or affirmative vote to dissolve the Limited Partnership of Limited partners owning more than 90% of the then outstanding partnership interests.

- b. The failure to elect a successor to the General partner simultaneously with the removal of the General partner in accordance with Section 9.4.
- c. The disposition or sale of all interests in real estate and other partnership assets.
- d. The expiration of the time period set forth in Article. VII.
- e. Voluntary dissolution of the Partnership by agreement of the partners.
- f. The entry of a dissolution decree of judicial order by a court of competent jurisdiction or by operation of law.

Section 15.5 In the event of dissolution and final termination:

- a. The General partner shall wind up the affairs of the Limited Partnership, shall sell all the limited Partnership assets as promptly as is consistent with obtaining, insofar as possible, the fair value therefor, and after paying all liabilities and including all costs of dissolution and subject to the right of the General partner to set up cash reserves, to meet short-term partnership liabilities, other liabilities or obligations of the Limited Partnership, shall distribute the remainder ratable to the partners pursuant to the relevant provisions of this Agreement.

ARTICLE XVI

TRANSFER OF INTEREST OF A LIMITED PARTNER

Section 16.1. Sale. A Limited partner may sell his partnership interest but only after he has first offered it to the Partnership as follows:

- a. The Limited partner shall give written notice to the Partnership that he desires to sell his interest. He shall attach to that notice the written offer of a prospective purchaser to buy the interest. This offer shall complete in all details of purchase price and terms of payment. The Limited partner shall certify that the offer is genuine and in all respects what it purposes to be.
- b. For 120 days from receipt of the written notice from the Limited partner, the Partnership shall have the option to retire in the interest of the Limited partner at the price on the terms contained in the offer submitted by the Limited partner.
- c. If the Partnership does not exercise the option to acquire his interest, the Limited partner shall be free to sell his partnership interest to the said prospective purchaser for the price and on the terms contained in the certified offer submitted by the Limited partner.

Section 16.2. Assignment. A Limited partner may assign his partnership interest to other Limited partners without the consent of any other Limited partner.

Section 16.3. Substituted Limited Partner. No assignee or transferee of the whole or any portion of a Limited partner's interest in the Limited Partnership shall have the right to become a substituted Limited partner in place of his assignor unless all of the following conditions are satisfied:

a. The General partner, in his sole and absolute discretion, has consented in writing to the admission of the assignee as a substituted Limited partner.

b. The fully executed and acknowledged written instrument of assignment which has been filed with the Limited Partnership sets forth the intention of the assignor that the assignee becomes a substitute Limited partner.

c. The Limited Partnership interest being acquired by the assignee consists of 100% of the assigning Limited partner's interest.

d. The assignor and assignee execute and acknowledge such other instruments as the General partner may deem necessary or desirable to effect such admission. Including the written acceptance and adoption by the assignee of the provisions of this Agreement and his execution, acknowledgement and delivery to the General partner of a Power of Attorney, the form and content of which shall be provided by the General partner; and

e. A reasonable transfer fee, not exceeding \$1,000.00, has been paid by assignee to the Limited Partnership.

The General partner may elect to treat an assignee who has not become a substituted Limited partner as a substituted Limited partner in the place of his assignor should it deem, in its sole discretion, that such treatment is in the best interest of the Limited Partnership for any of its purposes or for any of the purposes of this Agreement.

No consent of any of the limited partners is required to effect the substitution of a Limited partner, except that a Limited partner who assigns his interest must evidence his intention that his assignee be admitted as a substituted Limited partner in his place and execute any instrument required in connection therewith.

The General partner will be required to amend the Agreement of Limited Partnership only quarterly to reflect the substitution of Limited partners. Until the Agreement of Limited Partnership is so amended, assignee shall not become a substituted Limited partner.

Upon death or legal in-competency of an individual Limited partner, his personal representative shall have all of the rights of a Limited partner for the purpose settling or managing his estate and such power as the decedent or incompetent possesses to constitute a successor as an assignee of its interest in the Limited Partnership and to join with such assignee in making application to substitute such assignee as a Limited partner.

Anything in this Agreement to the contrary notwithstanding, no Limited partner or other person who has become the holder of interests in this Limited Partnership shall transfer, assign or encumber all or any portion of his interests in the Limited Partnership during any fiscal year without the consent of the General Partner.

ARTICLE XVII

VOLUNTARY DISSOLUTION

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SEP-3 AM 8:00
1997

Section 17.1. Winding up the Partnership. On any voluntary dissolution, the Partnership shall immediately commence to wind up its affairs. The partners shall continue to share profits and losses during dissolution. The proceeds from liquidation for partnership assets shall be applied as follows:

- a. Payment to creditors of the Partnership, other than partners, in the order or priority by law.
- b. Payment to partners for unpaid salaries and for the credit balances in their respective drawing accounts.
- c. Payment to the partners of credit balances in their capital account.

Section 17.2. Gains or Losses in Process of Liquidation. Any gain or loss on disposition of partnership properties in liquidation shall be credited or charged to the partners in the proportion of their interest in profits or losses as specified in Section 6.1. Any property distributed in kind in liquidation shall be valued and treated as though the property was sold and the cash proceeds were distributed. The difference between the value of property distributed in kind and its book value shall be treated as a gain or loss on sale of the property and shall be credited or charged to the partners in proportion to their respective capital accounts.

ARTICLES XVIII

AMENDMENTS

Except with respect to vested rights of the partners, this Partnership Agreement may be amended at any time by a majority vote as measured by the interest in the sharing of profits and losses. A copy of any amendment shall be promptly mailed or delivered to each partner at his or her last known address.

ARTICLES XIII

POWER OF ATTORNEY

Each Limited partner makes, constitutes and appoints the General partners, with full power of substitution, his true and lawful attorneys for and in his name, place and stead and for his use and benefit, to sign, execute, certify, acknowledge, file and record all appropriate

instruments amending this Agreement as now hereafter amended, including, without limitation, agreements or other instruments or documents: i) to reflect the exercise by the General partner of any of the powers granted to him under this Agreement; ii) to reflect any amendments duly made to the Agreement; iii) to reflect the admission to the partnership of a substituted Limited partner or the withdrawal of any partner, in the manner prescribed in this Agreement; and iv) which may be required of the Partnership or of any partner by the laws of our state or any other jurisdiction or governmental agency. Each Limited partner authorizes such attorneys-in-fact to take any further action which such attorneys-in-fact shall consider necessary or advisable to be done in and about the foregoing (including the power to consent to items, i, ii, iii and iv above as fully as such Limited partner might or could do if personally present) and hereby ratifies and confirms all that such attorneys-in-fact shall lawfully do or cause to be done by virtue hereof.

GENERAL PARTNER:

Musarrat P. Moon
Musarrat Moon

LIMITED PARTNERS:

Nabeel Moon
Nabeel Moon by Nabeel Moon (FATHER)
Zohaib Moon
Zohaib Moon by Nabeel Moon (FATHER)
Sana Moon
Sana Moon by Nabeel Moon (FATHER)

Under penalties of perjury I declare that I have read the foregoing and know the contents thereof and that the facts stated herein are true and correct.

Signed this 2 day of September, 19 99

Signature of general partner:

Musarrat P. Moon
Musarrat Moon

FILED
SEP-3 AM 8:30
NOTARY PUBLIC
STATE OF FLORIDA

NOTARY

STATE FOR FLORIDA, COUNTY OF Seminole

Sworn to and subscribed before me this 2nd day of September 2, 1999 by Linda Pagan

 Linda Pagan
My Commission CC717877
Expires February 19, 2002

**AFFIDAVIT OF CAPITAL CONTRIBUTIONS
FOR FLORIDA LIMITED PARTNERSHIP**

The undersigned constituting all of the general partners of Moon Family Limited

Partnership

a Florida Limited Partnership:

The amount of capital contributions to date of the limited partners is \$10,000.00

*The total amount contributed and anticipated to be contributed by the limited partners at this time
totals \$ 275,000.00*

Signed this 2nd day of September, 1999.

FURTHER AFFIANT SAYETH NOT.

*Under the penalties of perjury I (we) declare that I (we) have read the foregoing and know the contents
thereof and that the facts stated herein are true and correct.*

Musarrat P. Moon
General Partner – Musarrat Moon

Linda Pagan
Linda Pagan
My Commission CC717877
Expires February 19, 2002

