

CSCL/CD-401 (Rev. 01/14)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU	
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	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



FILED

JUN 10 2022

**ADMINISTRATOR
CORPORATIONS DIVISION**

Name THE SHARP FIRM		
Address 43260 GARFIELD STE 280		
City CLINTON TWP MI 48038	State	ZIP Code

EFFECTIVE DATE:

 Document will be returned to the name and address you enter above.
If left blank, document will be returned to the registered office. 

CERTIFICATE OF LIMITED PARTNERSHIP
For use by Domestic Limited Partnerships
(Please read information and instructions on the last page)

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Pursuant to the provisions of Act 213, Public Acts of 1982, the undersigned execute the following Certificate.

Section 1

The name of the limited partnership is: InVar Detroit Limited Partnership

Section 2

The general character of its business is:
Own and Operate Rental Real Estate

Section 3

a. The address of the office at which the limited partnership records are kept is:
43260 GARFIELD STE 280, CLINTON TWP., MI 48038

b. The name of the agent for service of process is:
Richard J. Sharp

c. The address of the agent for service of process is:
43260 GARFIELD STE 280, CLINTON TWP MI 48038

Section 4

The power of a limited partner to grant the right to become a limited partner to an assignee of any part of the partnership interest, and the terms and conditions of the power, are as follows:
The interest of the Limited Partner shall not be assignable.

Section 5

- a. Describe the times or events when a **general partner** may terminate membership in the limited partnership, and the terms and conditions of the termination.

The General Partner may not withdraw from the Partnership without the express written consent of the Limited Partner.

- b. Describe the times or events when a **limited partner** may terminate membership in the limited partnership. Include the amount or method of determining any distribution the limited partner is entitled to receive upon termination of their membership.

The Limited Partner may withdraw from the Partnership. If the Limited Partner dies or is adjudicated insane, incompetent, or bankrupt, the Partnership shall not terminate, and the personal representative, executor, administrator, heir-at-law, legatees, or guardian, as the case may be, of the deceased, bankrupt, insane, or incompetent Limited Partner shall become an assignee of the interest of that Limited Partner.

Section 6

The right of the limited partner to receive distributions of property, including cash, from the limited partnership, other than the indicated in 5(b), is:

All cash remaining after paying the obligations incurred for the acquisition, operation, and development of Partnership properties, administrative costs, and capital expenditures and establishing a cash reserve considered suitable by the General Partner shall be distributed to each Partner in accordance with that Partner's percentage interest in the Partnership at the time of distribution.

Section 7

The right of the limited partner to receive, or a general partner to make to a limited partner, distributions of property, which include a return of all or any part of the limited partner's contribution, other than indicated in 5(b), is:

All cash remaining after paying the obligations incurred for the acquisition, operation, and development of Partnership properties, administrative costs, and capital expenditures and establishing a cash reserve considered suitable by the General Partner shall be distributed to each Partner in accordance with that Partner's percentage interest in the Partnership at the time of distribution.

Section 8

The times or events at which the limited partnership is to be dissolved and its affairs would up are:

The Partnership shall dissolve by agreement of the Partners or on the sale of substantially all of the Partnership's assets. On any such termination, the General Partner shall wind up the Partnership and apply and distribute its assets.

Section 9

The right of the remaining general partner(s) to continue the business upon the event of withdrawal of a general partner is:

N/A; only one general partner.

Section 10

Enter any other matters the partners may desire to include. If additional space is required attach a supplement. Attached are _____page(s):

NONE

Section 11

Complete one section for each partner (general and limited). General partners must be listed first followed by limited partners.

Item 1 - The type of partner must be either general or limited.

Item 2 - Partner names of individuals must appear in the last name, first name, middle initial sequences. Partner names of trusts should be the trust name excluding the name of the trustee or trustees.

Item 3 - Indicate the business or residence address of the partner. The address should include the street number and name, city, state, and ZIP Code.

ITEMS 4 & 5 - LIMITED PARTNERS ONLY - ONE OR BOTH MUST BE COMPLETED

Item 4 - If applicable, indicate the amount of cash previously contributed. If contributions have been made in the form of property or service, indicate the agreed dollar value of the contribution in the "other \$ ____" space and complete item 6.

Item 5 - If applicable, indicate the amount of cash to be contributed in the future and complete Item 7. If there are future contributions in the form of property or services, indicate the agreed dollar value of the contribution in the "other \$ ____" space and complete Items 6 and 7.

Item 8 - This certificate must be signed and dated by all partners (general and limited) named in the Certificate. A partner may sign by attorney in fact.

Section 11

1. Type of Partner <input checked="" type="checkbox"/> General <input type="checkbox"/> Limited		2. Partner Name (see instructions for Section 11, Item 2) InVar, LLC	
3. Address (No., Street, City, State, ZIP Code) 43260 GARFIELD STE 280, CLINTON TWP MI 48038			
4. Contributions Previously Made (Limited Partners Only) Cash \$ _____ Other \$ _____		5. Future Contributions to be Made (Limited Partners Only) Cash \$ _____ Other \$ _____	
6. Description of Contributions Other than Cash: (Include all property or services contributed or to be contributed) Management Services			
7. Times or Events Requiring Future Contributions: (Cash, Property or Services) General Partner is not required to provide future contributions			
8. Signature <small>DocuSigned by:</small> <i>Antony Luckshman</i>			9. Date 6/7/2022
1. Type of Partner <input type="checkbox"/> General <input checked="" type="checkbox"/> Limited		2. Partner Name (see instructions for Section 11, Item 2) Antony Luckshman	
3. Address (No., Street, City, State, ZIP Code) 43260 GARFIELD STE 280, CLINTON TWP MI 48038			
4. Contributions Previously Made (Limited Partners Only) Cash \$ 30000 Other \$ _____		5. Future Contributions to be Made (Limited Partners Only) Cash \$ _____ Other \$ _____	
6. Description of Contributions Other than Cash: (Include all property or services contributed or to be contributed) Only Cash Contributions			
7. Times or Events Requiring Future Contributions: (Cash, Property or Services) N/A			
8. Signature <small>DocuSigned by:</small> <i>Antony Luckshman</i> 6E21C7DA35B045E			9. Date 6/7/2022
1. Type of Partner <input type="checkbox"/> General <input checked="" type="checkbox"/> Limited		2. Partner Name (see instructions for Section 11, Item 2) Anne Luckshman	
3. Address (No., Street, City, State, ZIP Code) 43260 GARFIELD STE 280, CLINTON TWP MI 48038			
4. Contributions Previously Made (Limited Partners Only) Cash \$ 30000 Other \$ _____		5. Future Contributions to be Made (Limited Partners Only) Cash \$ _____ Other \$ _____	
6. Description of Contributions Other than Cash: (Include all property or services contributed or to be contributed) ONLY CASH CONTRIBUTIONS			
7. Times or Events Requiring Future Contributions: (Cash, Property or Services) N/A			
8. Signature <small>DocuSigned by:</small> <i>Anne Luckshman</i>			9. Date 6/7/2022