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STATE OF ILLINOIS    )  
                          )  SS  
COUNTY OF COOK     )

## CERTIFICATE OF LIMITED PARTNERSHIP

OF

PERKINS RESTAURANTS OPERATING COMPANY, L.P.

The undersigned, for the purpose of forming an Illinois Limited Partnership, and having been first duly sworn on oath, deposes and states that:

I. NAME. The business of the Partnership shall be conducted under the name of "PERKINS RESTAURANTS OPERATING COMPANY, L.P."

II. PURPOSE. The business of the Partnership is to own, operate and franchise restaurants in various states and engaging in activities incidental thereto.

III. PRINCIPAL PLACE OF BUSINESS. The Partnership shall have its principal place of business at 6401 Poplar Avenue, Memphis, Tennessee 38119 or at such other place or places as the General Partner may, from time to time, decide.

### IV. GENERAL PARTNER:

- Perkins Management Company, Inc.  
6401 Poplar Avenue  
Memphis, Tennessee 38119

### LIMITED PARTNERS:

- Perkins Family Restaurants, L.P.  
6401 Poplar Avenue  
Memphis, Tennessee 38119

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V. TERM. The term of the Partnership shall begin as of the date of recordation of the Certificate of Limited Partnership, and shall continue for a period of fifty (50) years, unless sooner terminated as hereinafter provided. The General Partner may extend the term hereof upon expiration except that in the event the Limited Partner object to said continuation, the General Partner shall not so extend said terms.

VI.	<u>NAME OF LIMITED PARTNER</u>	<u>CAPITAL CONTRIBUTION</u>
	Perkins Family Restaurants, Inc.	\$1,000.00

VII. ADDITIONAL CAPITAL CONTRIBUTION. The General Partner, in its sole discretion, may require the Limited Partner to contribute from time to time additional capital for any reason.

VIII. Upon the happening of any one of the following events, there shall be an immediate dissolution of the Partnership and the Limited Partner shall have the right to the return of contributions of capital:

- (i) The dissolution, bankruptcy, or withdrawal of the General Partner;
- (ii) The sale of all assets of the Partnership;
- (iii) The agreement in writing by the General Partner to dissolve the Partnership;

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(iv) The termination of the term of the Partnership pursuant to Article V of this Certificate of Limited Partnership.

IX. PROFITS AND LOSSES. The share of profits or losses which each Limited Partner shall receive by reason of his contribution shall be in accordance with the following schedule:

General Partner	1%
Limited Partner	99%

X. SUBSTITUTION. A Limited Partner may assign the whole of its interest in the Partnership, and such assignment shall confer upon the assignee the right to become a substituted Limited Partner, in the following manner and subject to the following conditions:

(i) An instrument of assignment executed by both the assigner and the assignee of the interests satisfactory in form to the General Partner shall be delivered to the General Partner. No assignment shall be effective without the written consent of the General Partner.

(ii) The written consent, as provided above, which may be given or withheld by the General Partner, shall not be subject to review by any court of law or equity. The authority given to the General Partner may be exercised in its sole and absolute discretion. Consent given to or withheld as to any Limited Partner shall not

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be controlling as to whether such consent shall be given or withheld to any other Limited Partner.

(iii) No assignment to a minor or incompetent shall be effective in any respect.

Any person or entity admitted to the Partnership as a substituted Limited Partner shall be subject to and bound by all the provisions of the Agreement of Limited Partnership as if originally a party to that Agreement.

XI. ADDITIONAL PARTNERS. The General Partner is hereby authorized to admit additional Limited Partners to the Partnership at such times and on such terms as, in its sole discretion, it deems appropriate. The General Partner is hereby authorized to do all things which it deems to be necessary, convenient, appropriate or advisable in connection therewith.

XII. FISCAL YEAR. The Partnership shall elect a calendar year as the Partnership's fiscal year.

GENERAL PARTNER:

PERKINS MANAGEMENT  
COMPANY, INC.

By:

Its: Wayne D. Brown

LIMITED PARTNERS:

PERKINS FAMILY  
RESTAURANTS, L.P.

By:

Its: Wayne D. Brown

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