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Form LP 201
(Rev Jan. 1991)

GEORGE H. FRANZ
Secretary of State
State of Illinois

Assigned to Secretary of State
5005883

Filing Fee \$75

SUBMIT IN DUPLICATE!

CERTIFICATE OF LIMITED PARTNERSHIP
(Illinois limited partnership)

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.

OFFICE USE ONLY

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1. Limited partnership's name: Laundryland South Associates, L.P.

2. The address, including county, of the office at which the records required by Section 104 are to be kept is: (Post office box alone and c/o are unacceptable)

2724 Covert, Glenview, Illinois 60025

3. Federal Employer Identification Number (F.E.I.N.): 36-3798234

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: Martin S. Korey

First name Middle name Last name

Registered Office: 221 North LaSalle Street, Suite 3200

(P.O. Box alone and c/o are unacceptable)

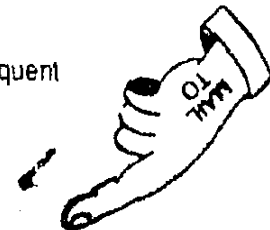
Number	Street	Suite #
<u>Chicago, IL 60601</u>	<u>Illinois</u>	
City	County	Zip Code

6. The limited partnership's purpose(s) is: The purpose of the Partnership shall be to acquire, establish, operate and manage six (6) laundromats (collectively "laundromats") in the City of Chicago, County of Cook and State of Illinois; to purchase or lease any property, real or personal, necessary or desirable to accomplish the purposes of the Partnership described above; to sell, lease, mortgage or encumber all, substantially all, or any part of the real and personal property of the Partnership; and to conduct such other activities as may be necessary, appropriate or advisable in connection with the business of the Partnership.
IRS Industrial Code Number is: 8999

7. Dissolution date is: Perpetual or December 31, 2019
(month, day, year)

8. The total aggregate dollar amount of cash, property and services contributed by all partners is: (per Section 201-5)
Five Hundred Thousand and No/100 (\$500,000.00) Dollars

9. A brief statement of the partners' membership termination and distribution rights:
Said rights are set forth in Article XVI of the Limited Partnership Agreement, a copy of which Article is attached hereto and incorporated herein.



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10.

NAME(S) & BUSINESS ADDRESS(ES) OF GENERAL PARTNER(S)

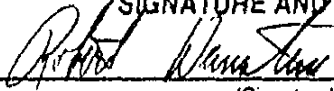
The undersigned affirms, under penalties of perjury, that the facts stated herein are true.

All general partners are required to sign the certificate of limited partnership.

SIGNATURE AND NAME

BUSINESS ADDRESS

5 total
total 29

1.	 _____ (Signature) Robert Weinstein, President _____ (Type or print name and title) Laundryland South, Inc. _____ (Name of General Partner if a corporation or other entity)
2.	_____ (Signature) _____ (Type or print name and title) _____ (Name of General Partner if a corporation or other entity)
3.	_____ (Signature) _____ (Type or print name and title) _____ (Name of General Partner if a corporation or other entity)
4.	_____ (Signature) _____ (Type or print name and title) _____ (Name of General Partner if a corporation or other entity)
5.	_____ (Signature) _____ (Type or print name and title) _____ (Name of General Partner if a corporation or other entity)
6.	_____ (Signature) _____ (Type or print name and title) _____ (Name of General Partner if a corporation or other entity)

1.	2724 Covert _____ Number Street Glenview _____ City/town Illinois 60025 _____ State Zip Code
2.	_____ Number Street _____ City/town _____ State Zip Code
3.	_____ Number Street _____ City/town _____ State Zip Code
4.	_____ Number Street _____ City/town _____ State Zip Code
5.	_____ Number Street _____ City/town _____ State Zip Code
6.	_____ Number Street _____ City/town _____ State Zip Code

(Signatures must be in 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!

RETURN TO:

Secretary of State
Department of Business Services
Limited Partnership Division
Room 330, Centennial Building
Springfield, Illinois 62756
Telephone: (217) 785-8960

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ARTICLE XVI

TRANSFER OF LIMITED PARTNERSHIP INTEREST

16.1 Subject to the limitations which follow, the interest of a Limited Partner, or any portion thereof, may be assigned and transferred with the prior written consent of a one hundred percent (100%) General Partner Vote. The instrument of transfer shall be in a form and substance satisfactory to the General Partner.

16.2 Any assignee or transferee shall not automatically become a Limited Partner and shall not have any of the rights of a Limited Partner, except that he shall be entitled to receive the share of profits and losses of the Partnership, the return of capital contributions and any other payments to which such Limited Partner would have been entitled. The assignee or transferee of a Limited Partner's interest, or any portion thereof, may be admitted to the Partnership as a Limited Partner in the place or stead of, or together with, as the case may be, the Limited Partner who has assigned or transferred its interest upon satisfaction of all of the following conditions:

(a) A duly executed and acknowledged written instrument of assignment must be filed with the Partnership setting forth the intention of the assignor that the assignee become a Limited Partner in its place;

(b) The assignor and the assignee must execute and deliver 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

(c) The written consent of the General Partner or such substitution shall be obtained, the granting or denial of which shall be within the sole discretion of the General Partner.

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After all of the foregoing conditions have been fulfilled and the assignee has been admitted to the Partnership as a Limited Partner, the General Partner shall amend this Agreement and any schedules thereto to reflect the assignee's admission to the Partnership as a Limited Partner.

16.3 Right of First Refusal.

(a) No Limited Partner shall sell, assign, give or otherwise transfer all or any part of its Interest until such Partner (the "Offeror") shall first have made a written offer to sell such Interest to the General Partner (the "Offeree") on the same terms and conditions on which Offeror proposes to transfer the Interest, provided that such offer shall not be required if such transfer is approved in advance by a one hundred percent (100%) General Partner Vote.

(b) Each offer under Section 16.3(a) shall state the name of the proposed transferee and all the terms and conditions of the proposed transfer, including the price to the proposed transferee, and shall be accompanied by a copy of the offer from the proposed transferee, if any.

(c) Offeree, under Section 16.3(a), shall have the right, for a period of thirty (30) days after receipt of the offer, to elect to purchase all of the Interest offered. To exercise the right to purchase, Offeree shall give written notice of acceptance to Offeror. The purchase shall be closed and payment made at the price and upon the terms described in Section 16.3(e) below.

(d) If an offer made in accordance with Section 16.3(a) is not accepted, Offeror may transfer the offered Interest to the proposed transferee named in the offer delivered to Offeree upon the same terms and conditions specified in said offer. However,

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if the transfer is not made within ninety (90) days after the end of the thirty (30) day period provided for in Section 16.3(c), the proposed transfer shall be null and void, unless a new offer shall be made to the General Partner under Section 16.3(a).

(e) If the proposed transfer is a bona fide sale for full and fair consideration, the price and terms of the sale under Section 16.3(a) shall be the same as the proposed transfer. If the proposed transfer is not for full and fair consideration, the price shall be the price determined pursuant to Section 16.4(a) hereof, and the terms shall be all cash at the closing, to be held within sixty (60) days after determination of the purchase price, and in all events within one hundred eighty (180) days after the Interest was first offered to the General Partner.

(f) Except as otherwise expressly provided in this Agreement, the restrictions upon the sale, assignment, gift or other transfer of an Interest contained in this Article 16 shall extend to any sale, assignment, gift or other transfer whether direct or indirect, voluntary or involuntary, including, without limitation, (i) an involuntary transfer, such as a transfer pursuant to a foreclosure sale or upon death; and (ii) a transfer resulting by operation of law or as a result of any merger, consolidation or similar action.

16.4 Death of a Limited Partner. Upon the death of any Limited Partner, the Interest of the deceased Limited Partner shall be purchased by the General Partner, unless the General Partner and the Executor or representative of the deceased Limited Partner's estate both unanimously agree to waive this requirement, under the following terms and conditions:

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(a) If the General Partner elects to purchase the interest of the deceased Limited Partner in the Partnership, the purchase price shall be equal to the deceased Limited Partner's

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capital account as of the date of death. For the purpose of such purchase, the deceased Limited Partner's capital account shall be deemed to be increased by the following formula:

2.2 x Gross Sales of Laundromats for the immediate twelve (12) month period prior to the month in which the Limited Partner's death occurred - Partnership Debt x deceased Limited Partner's Participation Percentage.

Also, for the purpose of such purchase, the deceased Limited Partner's income account shall be deemed to be increased by his share of the Partnership's profits or decreased by his share of the Partnership's losses for the period from the beginning of the calendar year in which his death occurred until the end of the calendar month in which his death occurred and decreased by withdrawals charged to his income account during such period. The purchase price shall be paid with interest on the unpaid balance at nine percent (9%) per annum over a sixty (60) month period, with quarterly annual installments beginning six (6) months after the end of the calendar month in which the deceased Partner's death occurred. Provided, however, in the event that there are any insurance proceeds payable to the General Partner on the deceased Limited Partner's life, the amount of such proceeds shall equal the required cash portion of the purchase price to be paid to the deceased Limited Partner's estate, and the balance shall then be paid as set forth in the preceding sentence.

(b) The General Partner may take out insurance on the life of the Limited Partners as a reimbursable Partnership expense in the initial aggregate amount of Five Hundred Thousand (\$500,000.00) Dollars, as allocated to the Partners pursuant to their Participation Percentage in the Partnership, with such insurance policy being owned by the General Partner and the beneficiary of such policy also being the General Partner. During the lives of the Limited Partners, the General Partner shall not assign, grant a security interest in, or pledge any of the policies or exercise any privilege, right or option under any of the policies, without the written consent of one hundred percent

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(100%) of the Limited Partners. In the event of the termination of the Partnership or of this Agreement during the lives of the Limited Partners, each Limited Partner shall have the right to purchase from the General Partner the policies insuring his life at a price equal to the cash surrender value at the date of termination. Limited Partners shall have a period of sixty (60) days after receipt of written notice of such termination in which to elect to purchase the policies. The entire price shall be paid at the same such election is made. This right shall lapse if no election is made within the sixty (60) day period.

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