

White Castle System, Inc.  
555 W Goodale St; P.O. Box 1498  
Columbus, Ohio 43216

Pol. A-408315-6

CHICAGO TITLE INSURANCE COMPANY

766951

INGRAM FAMILY PARTNERSHIP, LTD.

SEVENTH AMENDED AND RESTATED  
CERTIFICATE OF LIMITED PARTNERSHIP

We, the undersigned, having formed a Limited Partnership pursuant to the laws of the State of Ohio, do hereby certify and state:

I

The name of the Limited Partnership is Ingram Family Partnership, Ltd.

II

The purpose and business of the Partnership is to acquire interests in real property and computer equipment by purchase, lease or otherwise, and to hold such real property and computer equipment for investment, development or rental purposes as the case may be, and to do all things reasonably incident thereto, including borrowing money for Partnership purposes, securing such borrowings by mortgage, deed of trust, pledge or other lien, and selling, leasing or otherwise disposing of Partnership property at any time.

III

The location of the principal place of business is 555 West Goodale Street, Columbus, Ohio 43216.

IV

The name and place of residence of each member, General and Limited Partners being respectively designated, are as set forth in Exhibit A, attached hereto and made a part hereof by reference.

V

The Partnership shall terminate upon the first to occur of the following:

STATE OF INDIANA/S.S. NO.  
LAKE COUNTY  
FILED FOR RECORD  
JUL 27 3 51 PM '84  
WILLIAM DZIELSKI JR.  
RECORDER

1300

A. On December 31, 2022; or

B. Upon the resignation, death, bankruptcy, insanity or the transfer or encumbrance by the General Partner of all or part of his interest in the Partnership; provided, however, that the Limited Partners shall, in the absence of any remaining General Partner, have the right to elect a new General Partner and continue the Partnership in accordance with the provisions of the Limited Partnership Agreement; or

C. Upon the sale of all of the assets of the Partnership.

D. By the written agreement of all of the Partners.

## VI

The amount of cash contributed by each Limited Partner is as shown in Exhibit A, attached hereto and made a part hereof by reference.

## VII

The Limited Partners have agreed to make contributions to the Partnership in addition to the amounts reflected in Exhibit A. Each Limited Partner has agreed to contribute to the capital of the Partnership a proportionate amount of any Partnership liability which the General Partner determines cannot be paid from Partnership funds. Such Limited Partner's proportionate amount will be based on his proportionate interest in any Partnership project as reflected in Exhibit A, out of which the liability arises.

## VIII

The contributions of the Limited Partners are to be returned from proceeds from the liquidation of the assets of the Partnership.

IX

The share of the profits or other compensation by way of income which the Limited Partners shall receive by reason of their contributions shall be in accordance with the Percentage Interest set forth in Exhibit A hereto.

X

Except in the case of a transfer to a revocable living trust, a Limited Partner may not (except by bequest or operation of law) transfer all or part of such Partner's Partnership Interest without the prior written consent of all of the original Partners, which consent may be given or withheld in the sole discretion of the Partners.

XI

Additional Limited Partners may be admitted only with the unanimous written consent of all of the original Partners.

XII

No priority has been established among the Limited Partners as to contributions or as to compensation by way of income.

XIII

A Limited Partner has no right to demand or receive property other than cash in return for his contribution.

XIV

Each of the Limited Partners has constituted and appointed Edgar W. Ingram III as such Limited Partner's agent and attorney-in-fact, with full power of substitution, for the purpose of executing, acknowledging, swearing to and filing:

A. Certificates of limited partnership to be filed in the appropriate public offices in the State of Ohio and elsewhere in such form as shall be necessary under the laws of such state to give effect to the provisions of the Partnership Agreement and

to preserve the character of the Partnership as a limited partnership;

B. All amendments of such certificates of limited partnership required to give effect to any amendment of the Partnership Agreement and to preserve the character of the Partnership as a limited partnership;

C. All instruments which effect a change or modification of the Partnership in accordance with the Partnership Agreement;

D. All documents which may be required to effect the dissolution of the Partnership pursuant to the Partnership Agreement and the cancellation of its certificate of limited partnership, as amended from time to time;

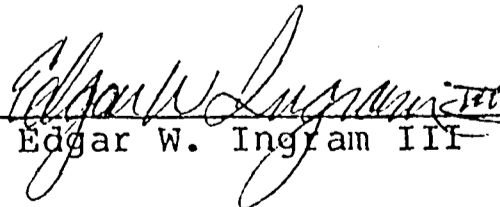
E. All fictitious or assumed name certificates required or permitted to be filed on behalf of the Partnership; and

F. All other instruments which may be required or permitted by law to be filed on behalf of the Partnership and which are not inconsistent with the Partnership Agreement.

The foregoing is a special power of attorney, is irrevocable, shall survive the transfer by any Limited Partner of all or part of such Limited Partner's Partnership Interest and, pursuant to Section 1337.09 of the Ohio Revised Code, shall not be affected by the disability, incapacity or adjudged incompetency of such Limited Partner.

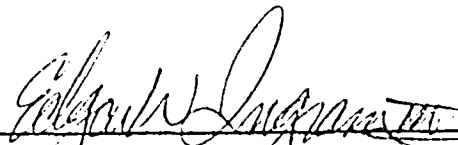
IN WITNESS WHEREOF, the undersigned have subscribed their names this 26TH day of JULY, 1984.

GENERAL PARTNER:

  
Edgar W. Ingram III

LIMITED PARTNERS:

as set forth in Exhibit A,  
attached hereto, by Edgar W.  
Ingram III as Attorney-in-Fact  
for each Limited Partner:

  
\_\_\_\_\_  
EDGAR W. INGRAM III, ATTORNEY-  
IN-FACT

STATE OF OHIO            )  
                                  )    SS:  
COUNTY OF FRANKLIN    )

The foregoing instrument was acknowledged before me this  
26TH day of JULY, 1984, by Edgar W. Ingram III on  
his own behalf and as attorney-in-fact on behalf of the Limited  
Partners, as set forth in Exhibit A, attached hereto.

  
\_\_\_\_\_  
Notary Public

**FRANCES THOMPSON**  
NOTARY PUBLIC - STATE OF OHIO  
MY COMMISSION EXPIRES AUGUST 1, 1988

Prepared by: John A. Grayson, Attorney at Law  
One American Square; Box 82001  
Indianapolis, Indiana 46282

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INGRAM FAMILY PARTNERSHIP, LTD.

EXHIBIT A

	<u>Cornell Project</u>		<u>Computer Project</u>		<u>Meat Processing Facility Project</u>		<u>Indianapolis 23, Detroit 28, and Detroit 29 Projects</u>		<u>St Louis 35 Project</u>	
	<u>Contribution</u>	<u>Basic Percentage Interest</u>	<u>Contribution</u>	<u>Basic Percentage Interest</u>	<u>Contribution</u>	<u>Basic Percentage Interest</u>	<u>Contribution</u>	<u>Basic Percentage Interest</u>	<u>Contribution</u>	<u>Basic Percentage Interest</u>
<b>GENERAL PARTNER:</b>										
Edgar W. Ingram 1465 Teeway Drive Columbus, OH 43220	\$2,800.00	1%	\$2,894.00	1%	\$10.00	1%	\$10.00	1%	\$10.00	1%
<b>LIMITED PARTNERS:</b>										
Maryann Ingram Kelley Rt. No. 2 Fredericktown, OH 43019	\$71,400.00	28-1/3%	\$14,468.00	5%	\$233.33	23.33%	\$283.33	28-1/3%	\$283.33	28-1/3%
Alice Ingram 39 West Stafford Ave. Worthington, OH 43085	\$71,400.00	28-1/3%	\$86,804.00	30%	\$233.34	23.33%	\$283.34	28-1/3%	\$283.34	28-1/3%
Nancy Ingram Rife 7281 Mitchell Road Rt. No. 1 Centerburg, OH 43011	\$71,400.00	28-1/3%	\$14,468.00	5%	\$233.33	23.33%	\$283.33	28-1/3%	\$283.33	28-1/3%
Edgar W. Ingram III 1465 Teeway Drive Columbus, OH 43220	\$35,000.00	14%	\$83,911.00	29%	\$140.00	14%	\$140.00	14%	\$140.00	14%
Edgar W. Ingram, Jr. 510 Retreat Lane Powell, OH 43065			\$86,805.00	30%	\$150.00	15%	0.00	0%	0.00	0%
<b>TOTAL</b>	<b>\$252,000.00</b>		<b>\$289,350.00</b>		<b>\$1,000.00</b>		<b>\$1,000.00</b>		<b>\$1,000.00</b>	

INGRAM FAMILY PARTNERSHIP, LTD.

EXHIBIT A, Continued

	<u>Eatontown Project</u>		<u>Project #7</u>		<u>Project #8</u>	
	<u>Contri- bution</u>	<u>Basic Percen- tage Interest</u>	<u>Contri- bution per Invest- ment</u>	<u>Basic Percentage Interest per Investment</u>	<u>Contri- bution</u>	<u>Basic Percen- tage Interest</u>
<u>GENERAL PARTNER:</u>						
Edgar W. Ingram 1465 Teeway Drive Columbus, OH 43220	\$ 10.00	1%	\$ 10.00	1%	\$ 10.00	1%
<u>LIMITED PARTNERS:</u>						
Maryann Ingram Kelley Rt. No. 2 Fredericktown, OH 43019	\$ 200.00	20%	\$ 283.33	28-1/3%	\$ 283.33	28-1/3%
Alice Ingram 39 West Stafford Ave. Worthington, OH 43085	\$ 200.00	20%	\$ 283.33	28-1/3%	\$ 283.33	28-1/3%
Nancy Ingram Rife 7281 Mitchell Road Rt. No. 1 Centerburg, OH 43011	\$ 200.00	20%	\$ 283.33	28-1/3%	\$ 283.33	28-1/3%
Edgar W. Ingram III 1465 Teeway Drive Columbus, OH 43220	\$ 190.00	19%	\$ 140.00	14%	\$ 140.00	14%
Edgar W. Ingram, Jr. 510 Retreat Lane Powell, OH 43065	\$ 200.00	20%	0.00	0%	0.00	0%
TOTAL	\$1,000.00		\$1,000.00		\$1,000.00	