

899074

Prepared By:  
Jerry H. Biederman  
Neal Gerber & Eisenberg  
208 S. LaSalle St.-Suite 900  
Chicago, IL 60604

**CERTIFICATE OF LIMITED PARTNERSHIP OF  
LESTAPIS VENTURES I**



The undersigned do hereby certify and acknowledge that they have formed a limited partnership (the "Partnership") as of October 8, 1986 and to that end hereby certify as follows:

I. The name under which the Partnership is to be conducted is LESTAPIS VENTURES I.

II. The purpose of the Partnership shall be to own and operate one or more Taco Bell Restaurants. The Partnership shall have all powers necessary or desirable to accomplish the purpose hereinabove set forth.

III. The location of the principal place of business of the Partnership shall be 1180 North Maine Street, Crown Point, Indiana 46307.

IV. The names and addresses of all partners and the capital contributions and the sharing of profits of the Limited Partners are as set forth on Exhibit A, attached hereto and specifically incorporated herein by this reference.

V. The Partnership shall continue in effect until December 31, 2031, unless sooner dissolved upon the occurrence of any one or more of the following events:

- (a) The withdrawal, bankruptcy or liquidation of the General Partner, if no substitute General Partner is admitted in his stead within sixty (60) days of such event;
- (b) The affirmative decision of the General Partner during the term of the Partnership; or
- (c) Dissolution required by operation of law.

VI. The amount of cash contributed by the Limited Partners is as set forth on Exhibit A attached hereto.

VII. The Limited Partners are not obligated for, or subject to, additional assessments for contribution to the capital of the Partnership; provided, however, if, upon liquidation of the Partnership, a Limited Partner shall have a deficit balance in his Capital Account in the Partnership following the liquidation of the Partnership, such Limited Partner shall repay the amount of such deficit to the Partnership.

VIII. The Limited Partners shall not be entitled to the return of their capital contributions prior to the dissolution and termination of the Partnership.

IX. The share of the profits or other compensation by way of income (the "Partnership Percentage") which each Limited Partner shall be entitled to receive by reason of his contribution is as set forth on Exhibit A hereto.

X. Each Limited Partner is given the right to substitute assignees as contributors in his place upon the written consent of the General Partner in their sole discretion.

*Handwritten signature: Richard J. Biederman*  
STATE OF ILLINOIS  
COUNTY OF COOK  
JERRY H. BIEDERMAN  
1986  
197

*Handwritten initials: JHB*

XI. Additional Limited Partners may not be admitted without the written consent of a General Partner in his sole and absolute discretion.

XII. No Limited Partner is given any priority over any other Limited Partner as to the return of contributions or as to compensation by way of income.

XIII. In the event of a withdrawal, bankruptcy or liquidation of the General Partner, the Partnership shall continue if a substitute General Partner is admitted in his stead within sixty (60) days of such event.

XIV. No Limited Partner is given the right to demand and receive property other than cash in return for his contribution, except that upon dissolution and termination of the Partnership, assets shall be sold only to the extent such sales are necessary to raise cash for the payment of creditors, as determined in the sole discretion of the liquidating trustee, and each Limited Partner will accept an undivided interest in the Partnership's assets, subject to its liabilities, in satisfaction of his interest in the Partnership.

IN WITNESS WHEREOF, the undersigned General Partner has hereunto executed, in his own behalf and on behalf of the Limited Partner of the Partnership pursuant to a Power of Attorney granted by the Limited Partners, this Certificate this 5th day of January, 1987.

GENERAL PARTNER:

MICHAEL FORREST TRUST B

By: RFJ Randolph J Forrest  
Trustee

SUBSCRIBED AND SWORN TO before me  
this 30th day of January, 1987.

Nancy A. Rosser  
Notary Public

LIMITED PARTNERS:

TERRY FORREST TRUST

Pursuant to a Power of Attorney granted by the Limited Partner of the Partnership, the General Partner is authorized to sign on behalf of the Limited Partner. Said Power of Attorney is on file at the principal office of the Partnership.

MICHAEL FORREST TRUST

By: RFJ Randolph J Forrest  
Trustee

SUBSCRIBED AND SWORN TO before me  
this 30th day of January, 1987.

Nancy A. Rosser  
Notary Public

**EXHIBIT A**  
**TO CERTIFICATE OF LIMITED PARTNERSHIP OF**  
**LESTAPIS VENTURES I**

**General Partner**

**Name**

**Address**

Michael Forrest Trust B

c/o Randolph J. Forrest, as Trustee  
P.O. Box 452  
Wayne, Illinois 60184

**Limited Partner**

**Name and Address**

**Capital  
Contribution**

**Partnership  
Interest**

Terry Forrest Trust  
c/o Randolph J. Forrest,  
as Trustee  
P.O. Box 452  
Wayne, Illinois 60184

\$100

10%