

CHIU'S LIMITED PARTNERSHIP

CERTIFICATE

OF

LIMITED PARTNERSHIP

RECEIVED
SEC. OF STATE

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STATE OF IDAHO)
County of Bonneville) ss
)

We, the undersigned, desire to form a Limited Partnership pursuant to the laws of the State of Idaho (also conforming to the Uniform Limited Partnership Act as adopted by the State of Idaho), and certify as follows:

1. The name of the Limited Partnership is Chiu's Limited Partnership.
2. The purpose of the Limited Partnership is to operate the business known as "HAPPY'S CHINESE RESTAURANT".
3. The name and address of the registered agent for service of process is as follows:

That Ming Lee
942 11th Street
Idaho Falls, Idaho 83404

4. The names and addresses of the partners are as follows:

GENERAL PARTNERS

That Ming Lee
942 11th Street
Idaho Falls, Idaho 83404

Wan Fun Lee
942 11th Street
Idaho Falls, Idaho 83404

LIMITED PARTNERS

Koon Lap Chiu
942 11th Street
Idaho Falls, Idaho 83404

Mei Wan Chiu
942 11th Street
Idaho Falls, Idaho 83404

5. The amount, character and value of property contributed by each Partner is as follows:

GENERAL PARTNERS

NAME	TYPE OF PROPERTY	VALUE
That Ming Lee Wan Fun Lee	All inventory and equipment of Happy's Chinese Restaurant	\$50,000.00

LIMITED PARTNERS

NAME	TYPE OF PROPERTY	VALUE
Koon Lap Chiu Mei Wan Chiu	Beer and Wine Licenses	\$1,500.00

6. There are no agreed upon times to make additional contributions by any partner or precipitative events necessitating such action by any partner.
7. There is no power given to a limited partner to grant a limited partnership interest by assignment of his or her limited partnership interest or any portion thereof.
8. A General Partner may terminate his interest in the Limited Partnership by retiring from the partnership at any time. Upon termination of the partnership the assets may be sold within one (1) year of the termination date and the sale proceeds distributed to the partners after paying all partnership debt, according to the partner's interest in the partnership, or the partnership assets may be distributed to the partners.
9. Each partner may receive distributions of net profits or losses annually in proportion to their interest in the partnership.
10. Each partner may receive his or her share of their contribution to the capital account of the partnership upon the termination of the partnership.
11. The limited partnership shall be dissolved and its affairs wound up on the death of all General

Partners or upon the death of Koon Lap Chiu and Mei Wan Chiu, the Limited Partners.

12. The General Partners may not continue the partnership upon the death of Koon Lap Chiu and Mei Wan Chiu.

IN WITNESS WHEREOF, the partners execute this Certificate of Limited Partnership, this the 2 day of November, 1990.

GENERAL PARTNERS

That ming Lee
THAT MING LEE

Wan Fun Lee
WAN FUN LEE

LIMITED PARTNERS

Koon Lap Chiu
KOON LAP CHIU

Mei Wan Chiu
MEI WAN CHIU

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