

CERTIFICATE OF LIMITED PARTNERSHIP

1. The name of the Limited Partnership is **MANUS OPTICS LIMITED PARTNERSHIP**.
 SECRETARY OF STATE

2. The general character of the business is the manufacture, distribution and sale of optical products.

3. The names and address of the Registered Agent is **CARL MANUS**,
 140 Laurel Lane, Hulen Meadows, Ketchum, Idaho 83340.

4 & 5. The names and business addresses of each partner is:

<u>Classification</u>	<u>Initial Contribution</u>	<u>Partnership Interest</u>
A. GENERAL PARTNER:		
Manus Enterprises, Inc. 140 Laurel Lane Hulen Meadows Ketchum, ID 83340	\$1.00	1%
B. LIMITED PARTNERS:		
Carl Manus 140 Laurel Lane Hulen Meadows Ketchum, ID 83340	Personal services (\$1.00)	49%
Sumio Yukimura 4201 Collis Avenue Los Angeles, CA 90032	\$8,000 and Personal Services	12%
Earl Williamson 235 9th Avenue N. Twin Falls, ID 83301	\$40,000	10%
David L. Stevens 110 Lewis Street Ketchum, ID 83340	Personal services (\$1.00)	7.5%
Joseph R. McNeal Box 730 Hailey, ID 83333	Personal services (\$1.00)	7.5%
E. William Scott 903 E. 13th Avenue Salt Lake City, UT 84103	\$12,000	3%
Kohachi Hayasaka 375 E. Pomona Blvd #D Monterey, CA 91754	\$8,000	2%

Paul D. Williamson 3450 E. LaPalma Anaheim, CA 92806	\$8,000	2%
Shusaku Yoshikawa 27-4 Chome Uchikuhoji Cho Higashiku Osaka JAPAN	\$8,000	2%
Scott I. Watanabe Box 278 Hailey, ID 83333	\$4,000	1%
John F. Brons P.O. Box 765 Ketchum, ID 83340	\$4,000	1%
Bill Larson P.O. Box 943 Hailey, ID 83333	\$4,000	1%
R.G. & Donna Page (Co-Tenants) 1371 Corbie Circle Vista, CA 92083	\$4,000	1%

6. Additional Contributions:

(a) There shall be no mandatory additional capital contributions required from any of the Partners. If the Partnership cannot meet its current liabilities, or if it is reasonably projected that the Partnership will not be able to meet its liabilities as they fall due, the General Partner may determine what additional capital is necessary for the operation of the Partnership business, and when such capital shall be contributed; and by written notice, give each Partner thirty (30) days to contribute, at its option, in cash, an amount equal to the product of (i) his Percentage Interest as reflected in Section 6.02 of the Partnership Agreement, multiplied by (ii) the aggregate amount of the requested additional capital contribution.

7. Limited Partners' right to assign partnership interests:

(a) Voluntary Lifetime Transfers. A General or Limited Partner who desires to sell or otherwise transfer his interest in the Partnership and any shareholder of the General Partner who wishes to transfer his stock in the General Partner (the "Selling Partner") shall give written notice to the remaining Partners of his intention (the "Notice of Intention") ninety (90) days in advance of the date of the proposed sale or transfer. The Partnership shall have the right but not the obligation to purchase the interest of the Selling Partner for a period of sixty (60) days after receipt of the Notice of Intention. If the Partnership does not exercise its right to purchase, the remaining Partners shall have the right but not the obligation to

purchase the interest of the Selling Partner for a period of thirty (30) days after the Partnership's right is waived or expires. If the remaining Partners do not acquire the interest of the Selling Partner, the Selling Partner shall be free to sell his interest to the proposed purchaser at the price and terms contained in his Notice of Intention to the remaining Partners. If the sale to the proposed purchaser is not consummated within sixty (60) days' after the Partners' right to purchase the Selling Partner's interest expires or is waived, or if a lower price or better terms are extended to the proposed purchaser, the Selling Partner's interest shall not be sold to the proposed purchaser until it is again offered to the remaining Partners in accordance with the provisions of this Section.

(b) Gift Transfers. Anything to the contrary in this Agreement notwithstanding, no Partnership interest shall be transferred to any person without consideration unless the donative transfer is approved by Partners holding Percentage Interests aggregating fifty-one percent (51%).

(c) Transfers at Death. Any Partner may transfer his Interest at death, and any Interest so transferred shall continue to be subject to all of the terms of this Agreement, including Article XI of the Partnership Agreement.

(d) Transfers Within Controlled Groups. Any Partner may transfer his Interest: (i) to an entity in which he holds a fifty-one percent (51%) or greater interest; (ii) to a person holding a fifty-one percent (51%) or greater interest in such Partner, if such Partner is an entity other than an individual; and (iii) to an entity under "common control" with such Partner, as such term is defined in Section 414(c) of the Internal Revenue Code of 1954, as amended.

8. The Limited Partnership does not provide a Limited Partner with the right to a partnership distribution upon his termination of membership in Limited Partnership, but the agreement does provide for voluntary assignment and transfers as outlined in paragraph 7 above.

9. Rights of Partner to receive distributions:

(a) Cash Distributions. From the effective date of the Partnership Agreement and throughout the term of the Partnership, the annual Net Cash Flow generated by the Partnership shall not be required to be distributed by the Partnership unless the General Partner elects to do so; PROVIDED, HOWEVER, that the Partnership shall distribute an amount to each Partner equal to fifty percent (50%) of such Partner's share of the Net Profit of the Partnership for each fiscal year (determined with reference to such Partner's Percentage Interest).

10. Distributions and return of contributions:

(a) Allocation of Net Profit and Net Loss. Subject to

priority return of capital contribution set forth in paragraph 10(b) below, Net Profit and Net Loss shall be allocated among the Partners in accordance with the percentages set forth next to each Partner's name on Exhibit "A" of the Partnership Agreement, referred to herein as the "Percentage Interests".

(b) Return of Capital Contribution. The capital contributions of Sumio Yukimura, Earl Williamson, E. William Scott, Kohachi Hayasaka, Paul D. Williamson, Shusaku Yoshikawa, Scott I. Watanabe, John F. Brons, Bill Larson and R. G./Donna Page (co-tenants) as shown on Exhibit "A" are priority capital contributions that shall entitle the Limited Partners named in this paragraph to the return of his capital contribution, payment in full in cash, prior to any allocation of net profit (exclusive of the 50% tax distribution referenced in Section 8.02 of the Partnership Agreement) to the General Partner or Limited Partners not named in this paragraph.

11. Events causing dissolution:

(a) The Partnership shall be dissolved upon the completion of its term specified in Article III of the Partnership Agreement, or upon the earlier occurrence of any of the following events:

(1) An Event of Withdrawal (as defined in paragraph 11(b) below) from the Partnership of the General Partner shall dissolve the Partnership unless within ninety (90) days thereafter all of the Partners, exclusive of the withdrawn General Partner, agree in writing to continue the business of the Partnership and to the appointment of a new general partner;

(2) The mutual written agreement of all of the Partners;

(3) With the approval of the General Partner, the sale of all or substantially all of the assets of the Partnership and/or the termination of the business of the Partnership;

(4) The entry of a decree of judicial dissolution under Idaho Code Section 53-245.

(b) Events of Withdrawal. Except as approved by the specific written consent of all Partners at the time, the following shall constitute Events of Withdrawal:

(1) The General Partner withdraws from the Partnership;

(2) The General Partner transfers its interest in the Partnership;

(3) The General Partner is removed as General Partner;

(4) The General Partner makes an assignment for the benefit of creditors; files a voluntary petition in bankruptcy; is adjudicated a bankrupt or insolvent; files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation; files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding of this nature; or seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the general partner or of all or any substantial part of its properties;

(5) Ninety (90) days after the commencement of any proceeding against the General Partner seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulations, the proceeding has not been dismissed, or if within sixty (60) days after the appointment without its consent or acquiescence of a trustee, receiver, or liquidator of the general partner of all or any substantial part of its properties, the appointment is not vacated or stayed, or within sixty (60) days after the expiration of any such stay, the appointment is not vacated;

(6) The filing of a certificate of dissolution or its equivalent, for the General Partner or the revocation of its charter; or

(7) A transfer of any of the stock in the General Partner, including any voluntary or involuntary transfer, or a transfer at death.

12. Rights or remaining Partners to continue business:

Events Causing Dissolution. The Partnership shall be dissolved upon the completion of its term specified in Article III of the Partnership Agreement or upon the earlier occurrence of any of the following events:

(a) An Event of Withdrawal (as defined in paragraph 11(b) above) from the Partnership of the General Partner shall dissolve the Partnership unless within ninety (90) days thereafter all of the Partners, exclusive of the withdrawn General Partner, agree in writing to continue the business of the Partnership and to the appointment of a new general partner;

(b) The mutual written agreement of all of the Partners;

(c) With the approval of the General Partner, the sale of all or substantially all of the assets of the Partnership and/or the termination of the business of the Partnership;

(d) The entry of a decree of judicial dissolution

under Idaho Code Section 53-245.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first above set forth.

GENERAL PARTNER :

MANUS ENTERPRISES, INC.

BY: 

CARL MANUS, PRESIDENT

LIMITED PARTNERS :


CARL MANUS


SUMIO YUKIMURA


EARL WILLIAMSON


DAVID L. STEVENS


JOSEPH B. MC NEAL


E. WILLIAM SCOTT


KOHACHI HAYASAKA


PAUL D. WILLIAMSON


SHUSAKU YOSHIKAWA


SCOTT I. WATANABE


JOHN R. BRONS


BILL LARSON


R.G. & DONNA PAGE (CO-TENANTS)