

DEC 15 8 41 AM '83

CERTIFICATE OF LIMITED PARTNERSHIP

OF

ReMACS LIMITED PARTNERSHIP

STATE OF IDAHO)
) ss.
County of Bonneville)

We, the undersigned, desiring to form a Limited Partnership, pursuant to the provisions of Chapter 2, Title 53 of the Idaho Code, as amended, do hereby certify as follows:

1. The name of the Partnership is ReMACS LIMITED PARTNERSHIP.

2. The general character of the Partnership business is to engage in the business of restaurant management control systems consisting of special computerized food service programs relating to payroll, financial information, inventory, labor costs, food costs, sales analysis and other sophisticated business controls and performance information for the food service industry.

3. The name and address of the agent for service of process upon the Partnership shall be Chaz Houpt, Suite 330 Shoup and B Plaza, Idaho Falls, Idaho 83402.

4. The names and business addresses of each General and Limited Partner are as follows:

GENERAL PARTNERS

BUSINESS ADDRESS

Food Business Development
Group, Inc.

P. O. Box 127
Idaho Falls, Idaho 83402

LIMITED PARTNERS

BUSINESS ADDRESS

Donald J. Nowatzki

3026 Westmoreland Circle
Idaho Falls, Idaho 83402

Selah Limited
Partnership

P. O. Box 2533
Idaho Falls, Idaho 83401

5. The amount of cash and a description and statement of the agreed value of the other property or labor or services contributed by each partner is as follows:

<u>General Partners</u>	<u>Agreed Value or Amount of Cash</u>	<u>Description of Capital</u>
Food Business Development Group, Inc.	\$150,000.00	Software, source code for ReMACs, good will, accounts receivable, contract rights of its restaurant management control systems
<u>Limited Partners</u>	<u>Agreed Value or Amount of Cash</u>	<u>Description of Capital</u>
Donald J. Nowatzki	\$ 800.00	Cash
Selah Limited Partnership	\$ 8,000.00	Cash

6. There is no requirement for making additional contributions by any partner.

7. A Limited Partner may not assign all or any portion of a Partnership interest unless the following conditions are met:

(i) A proposed written instrument of assignment is filed with the Partnership setting forth a statement of the intention that the transferor, assignor, designor or legal representative transfers to the proposed transferee, designee or the legal representative such interests and the same become a substituted Limited Partner;

(ii) The proposed substituted Limited Partner execute, adopt and acknowledge the Partnership Agreement, the Buy-Out Agreement, the Certificate of Limited Partnership, if required by law, and any Certificates of Agreed Value;

(iii) The proposed substituted Limited Partner shall pay all costs and fees incurred or charged by the Partnership to effectuate the transfer;

(iv) The proposed substituted Limited Partner meets the requirements for investment in the Partnership applicable to the original transferor, if any, and executes all of the documents reasonably required by the General Partners;

(v) The General Partners, other than the transferring partner, if said transferring partner be a General Partner, shall give their unanimous consent, which consent they may grant or withhold in their sole discretion; and

(vi) A certificate evidencing the admission of such person as a Limited Partner shall have been properly recorded with the appropriate authorities.

8. No partner of the Partnership can sell, assign, encumber, give, pledge, transfer, devise, bequeath or in any manner terminate or transfer all or any portion of his Partnership interest, except pursuant to the terms of the Buy-Out Agreement of the General and Limited Partners of ReMACS Limited Partnership. The exact terms and conditions are found in the Buy-Out Agreement referred to herein and a copy of said Agreement is held by the registered agent of the Partnership.

The Limited Partners are to receive a guaranteed payment of 8% of their cash contribution and net profits allocable to the Limited Partners and retained by the Partnership left in the Partnership. Except for this payment, no partner has the right to receive distributions of property or cash, except distributions of available funds approved by the General Partners of the Partnership.

9. No partner has the right to receive distributions which include a return of all or any part of a partner's contribution. The General Partners by majority vote have the right to determine what distributions will be made to the partners.

10. The Partnership is to be dissolved and its affairs wound up upon the unanimous written agreement of the Partners or the death, retirement, resignation, withdrawal, adjudication of bankruptcy, insolvency, incompetency, insanity, liquidation, merger or dissolution of the General Partner.

11. In the event of dissolution of the Partnership, instead of winding up, the Partnership may be continued under the following conditions:

a. With the consent of the terminating General Partner and Limited Partners owning more than fifty percent (50%) of the outstanding Limited Partnership units owned by Limited Partners, the interest of the terminating General Partner may be converted from a general Partnership interest to a limited Partnership interest and the Partnership reformed on that basis. The converted interests shall be entitled to the same interest in profits and losses or distributions as the interest such partner had as a General Partner. If there are no remaining General Partners a new General Partner or partners shall be selected from the Limited Partners by a majority vote of the Limited Partners based on the ownership of outstanding Limited Partnership Units and the interest of the Limited Partners or partners so chosen shall be converted to general Partnership interest. The converted interests shall be entitled to the same interest in profits and losses or distributions as the interest such partner had as a Limited Partner; or

b. The Partnership or remaining partners may purchase the interest of the terminating General Partner under the terms of the Buy-Out Agreement and the Partnership reformed on that basis.

Dated this 31st day of October, 1983.

FOOD BUSINESS DEVELOPMENT
GROUP, INC.

By: [Signature]
Its President

GENERAL PARTNER

[Signature]
Donald J. Nowatzki

SELAH LIMITED

By: [Signature]
Its General Partner

LIMITED PARTNERS

SUBSCRIBED and sworn to before me by Chaz Houpt, known or identified to me to be the President of FOOD BUSINESS DEVELOPMENT GROUP, INC., and DONALD J. NOWATZKI, this 31st day of October, 1983.

(seal)

Randall K. Barton
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: Life

SUBSCRIBED and sworn to before me by Randall K. Barton, known or identified to me to be a General Partner of SELAH LIMITED, this 31st day of October, 1983.

(seal)

Donald J. Nowatzki
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: Life