

Dec 21 3 48 AM '84
STATE

CERTIFICATE OF LIMITED PARTNERSHIP

STATE OF IDAHO)
) ss.
County of Latah)

WE, THE UNDERSIGNED, desiring to form a limited partnership pursuant to the laws of the State of Idaho, certify as follows:

1. The name of the partnership is MORENO'S, A LIMITED PARTNERSHIP
2. The purpose of the partnership is to carry on, in Moscow, Idaho, a restaurant business.

3. The name and address of the registered agent for service of process required to be maintained by Section 53-204, Idaho Code, is AURELIO MORENO, 1425 View, Moscow, Idaho.

4. The name and business address of each partner are as follows:

AURELIO MORENO, general partner, 305 North Main Street,
Moscow, Idaho 83843;

SOCORRO MORENO, general partner, 305 North Main Street,
Moscow, Idaho 83843; and

JERRY GALLOWAY, limited partner,
Moscow, Idaho 83843.

5. The general partners, AURELIO MORENO and SOCORRO MORENO, shall contribute the assets of the restaurant known as MORENO'S and located at 305 North Main Street, Moscow, Idaho, said restaurant assets totalling \$100,000.00. The limited partner, JERRY GALLOWAY, shall contribute the sum of \$20,000.00 cash.

6. No additional contributions are required by any partner.

7. The limited partner shall not assign or transfer his interest in the partnership unless written consent is first had and obtained from the general partners.

8. The limited partner, JERRY GALLOWAY, may terminate his interest in the limited partnership and receive back his \$20,000.00 contribution upon the happening of the following events:

- (a) The sale by the general partners of the restaurant business known as MORENO'S;
- (b) The death of both of the general partners;

(c) The expiration of and failure of the partnership to renew the lease for the real property at 305 North Main Street, Moscow, Idaho (July 1, 1991).


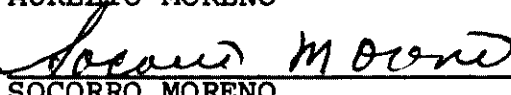

9. The limited partner, JERRY GALLOWAY, as his return for the investment in the limited partnership shall receive on the first day of each month during the time that the partnership is in existence, the sum of \$400.00.

10. The general partners, AURELIO MORENO and SOCORRO MORENO may at any time return the \$20,000.00 contribution of the limited partner to the said limited partner and terminate the partnership.

11. The limited partnership is to take effect as of January 1, 1985, and shall terminate on the happening of any of the events set forth in Paragraphs 8 or 10 contained herein.

12. In the event of the death or retirement of either general partner, the remaining general partner shall have the right to continue the partnership business.

DATED this 7th day of November, 1984, at Moscow, Idaho.


AURELIO MORENO

SOCORRO MORENO

JERRY GALLOWAY

STATE OF IDAHO)
) ss.
County of Latah)

On this 7th day of November, 1984, personally appeared before me the foregoing AURELIO MORENO and SOCORROW MORENO, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and seal on the date last above written.

(SEAL)


NOTARY PUBLIC FOR IDAHO
Residing at Moscow, therein.

STATE OF IDAHO)
) ss.
County of Latah)

On this 7th day of November, 1984, personally appeared before me the foregoing JERRY GALLOWAY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and seal on the date last hereinabove written.

(SEAL)



NOTARY PUBLIC FOR IDAHO
Residing at Moscow, therein.