

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
WESTPARK NOODLES LIMITED PARTNERSHIP

Dec 20 4 04 PM '89  
SECRETARY OF STATE

The undersigned General Partner of Westpark Noodles Limited Partnership (the "Partnership"), acting as General Partner and as attorney-in-fact for the Limited Partners of the Partnership, hereby certifies as follows:

1. The name of the Partnership is "Westpark Noodles Limited Partnership."

2. The general character of the Partnership's business is to operate a restaurant.

3. The name and address of the registered agent for service of process on the Partnership is Michael P. Ostling, President, Flour Power, Inc., 601 Main Street, Boise, Idaho 83702.

4. The name and business address of each Partner is set forth on Exhibit "A" attached hereto.

5. The amount of cash and a description and statement of the agreed value of the other property or services contributed by each Partner is set forth on Exhibit "A" attached hereto.

6. No Limited Partner has agreed to make in the future any additional contributions of cash, property or services.

7. No Limited Partner may assign his Units (i) except with the consent of the General Partner, which consent may be withheld for any reason in the sole discretion of the General Partner; (ii) if such assignment would cause a termination of the Partnership for tax purposes; or (iii) if such assignment would violate the Securities Act of 1933, as amended, and would not be in violation of any applicable state securities "blue sky" law. If assignment is permitted, the assigned Units are subject to a right of first refusal by the Limited Partners or the Partnership except in the case of assignments to certain "related persons". A permitted assignment does not confer on the assignee the right to be substituted as a Limited Partner. An assignee of a Limited Partner's Units may be substituted as a Limited Partner only upon the consent of the General Partner, which the General Partner may withhold in his absolute discretion. The assignor and assignee must deliver to the General Partner a duly executed and acknowledged written instrument of assignment in form and substance satisfactory to the General Partner specifying the interest being transferred. The assignor and assignee must also

execute, acknowledge, and deliver any other instruments requested by the General Partner, including (without limitation) an acceptance and adoption by the assignee of the provisions of the Limited Partnership Agreement, an amendment to the Partnership's Certificate of Limited Partnership, and a special Power of Attorney as described in the Limited Partnership Agreement. The General partner may also require payment of a transfer fee sufficient to cover the reasonable expenses of effecting the substitution.

8. No Partners shall have the right to withdraw from the Partnership. A Partner may withdraw as a Partner only with consent of the General Partner, and only then if the Partner has paid his Capital Contribution in full. If the General Partner withdraws, it shall waive any right to distribution of Partnership Property in liquidation of its interest or otherwise, and shall be liable to pay to the Partnership any deficit in its Capital Account.

9. The Partnership intends to make annual distributions of Net Cash From Operations. Such cash shall be distributed at such times as the General Partner may determine, in the same manner as profits are allocated. Profits and losses are allocated as follows:

9.1 Until such time as profits have been allocated and Net Cash From Operations have been distributed to the Limited Partners in an amount equal to the total initial Capital Contributions of the Limited Partners, all profits of the Partnership shall be allocated to the Limited Partners in proportion to the number of Units, or fractions thereof, held by each.

9.2 After such time as profits have been allocated and Net Cash From Operations have been distributed to the Limited Partners in an amount equal to the total initial Capital Contributions of the Limited Partners, then, all profits of the Partnership shall be allocated to the Partners as follows:

9.2.1 1/12 to the General Partner; and

9.2.2 11/12 to the Limited Partners in proportion to the numbers of Units, or fractions thereof, held by each.

9.3 All losses of the Partnership are allocated to the Partners as follows:

9.3.1 1/12 to the General Partner; and

9.3.2 11/12 to the Limited Partners in proportion to the number of Units, or fractions thereof, held by each. Notwithstanding the previous sentence, no losses are allocated to

a Limited Partner if such allocation would cause the Limited Partner's capital account to become negative. Said loss is first to be allocated to the other Limited Partners to the extent their capital accounts are positive, and then to the General Partner.

10. No Limited Partner has a right to receive, and the General Partner does not have any right to make, distributions to a Limited Partner that include a return of all or any part of the Limited Partner's Capital Contribution, except to the extent any distributions described in Paragraph 9 above constitute return of capital. However, the General Partner has the right to acquire any Limited Partner's Units in the Partnership as set forth in paragraph 13 below.

11. The Partnership is to be dissolved and its affairs wound up upon (i) the termination of the lease obtained by the Partnership for the Property; (ii) the withdrawal, death, disability, bankruptcy or dissolution and termination of the General Partner unless a new General Partner is elected to continue the Partnership business by vote of Limited Partners holding sixty-seven percent (67%) or more of the Partnership Units; (iii) 90 days after the sale, exchange, condemnation or foreclosure of the Property; (iv) by applicable Idaho law.

12. In the event of withdrawal of the General Partner, there will be no remaining General Partner to continue the business of the Partnership. By vote of Limited Partners, the Limited Partners holding sixty-seven percent (67%) or more of the Partnership Units may appoint a successor General Partner to continue the Partnership business.

13. The General Partner has the absolute and unrestricted right to acquire for cash at any time any Limited Partner's Unit(s) in the Partnership at a price equal to the greater of (a) 200% of the Limited Partner's Remaining Investment in the Partnership, or (b) \$15,000 per Unit. The term "Limited Partner's Remaining Investment in the Partnership" means the amount of the Limited Partner's total initial Capital Contribution less the Net Cash From Operations distributed to the Limited Partner.

DATED this 20<sup>th</sup> day of December, 1989.

WESTPARK NOODLES  
LIMITED PARTNERSHIP

FLOUR POWER, INC., as General Partner  
and as Attorney-in-Fact for each of the  
persons identified on Exhibit "A" as  
Limited Partners of the Partnership

By Michael P. Ostling  
Michael P. Ostling, President

**EXHIBIT A TO CERTIFICATE OF LIMITED PARTNERSHIP  
OF**

**WESTPARK NOODLES LIMITED PARTNERSHIP**

1. The name and business address of each general partner is as follows:

<u>Name</u>	<u>Address</u>
Flour Power, Inc.	601 Main Street Boise, Idaho 83702

2. The name and business address of each limited partner is as follows:

<u>Name</u>	<u>Address</u>
Ronald E. Campbell	78-6920 Alii Drive No. 224 Kailua Kona, HI 96740
Larry F. Andrus	8424 Cory Ct. Boise, Idaho 83704
Don Fry	9307 Zuni Boise, Idaho 83704
Stan F. Ostling and Jacqueline Ostling	1321 Tamarack Carlsbad, CA 92008
Peter S. O'Neill	2188 Bluestem Lane Boise, ID 83706
Jeff and Alana Metcalf	5050 Cottonwood Lane Salt Lake City, UT 84117
Charles N. Cannon and Margie M. Cannon, Trustees U/D/T dated July 30, 1986	4633 Tremont Lane Corona Del Mar, CA 92625
Carolyn Cannon	414 Bass Street Boise, Idaho 83705
Jon E. Cooper	1607 S. Latah Boise, Idaho 83705
Dennis B. Fitzpatrick	500 Baybrook Ct. Boise, Idaho 83706

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

<u>Name</u>	<u>Cash Contributed</u>	<u>Description and Statement of Agreed Value of Other Property or Services Contributed</u>
Flour Power, Inc.		In exchange for an 8.334% interest in the capital and profits of the Partnership, with an agreed value of \$15,000, the general partner contributed its rights in the proposed restaurant to be located at 134 N. Milwaukee Street, Boise, Idaho 83704, including (without limitation) the concept, design, layout, knowhow, and plans and specifications with respect thereto.
Ronald E. Campbell	\$15,000.00 for 1 unit	
Larry F. Andrus	\$15,000.00 for 1 unit	
Don Fry	\$ 7,500.00 for 1/2 unit	
Stan F. Ostling	\$15,000.00 for 1 unit	
Peter S. O'Neill	\$15,000.00 for 1 unit	
Jeff and Alana Metcalf	\$15,000.00 for 1 unit	
Charles N. Cannon & Margie M. Cannon, Trustees U/D/T dated July 30, 1986	\$30,000.00 for 2 units	
Carolyn Cannon	\$30,000.00 for 2 units	
Jon E. Cooper	\$ 7,500.00 for 1/2 unit	
Dennis B. Fitzpatrick	\$15,000.00 for 1 unit	