

CERTIFICATE OF LIMITED PARTNERSHIP

384 JUN 28 1977 493
SECRETARY OF STATE

NAMPA STEAK ASSOCIATES, LIMITED PARTNERSHIP

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

WE, THE UNDERSIGNED, desiring to form a limited partnership pursuant to the laws of the State of Idaho, being severally duly sworn, do hereby certify and state as follows:

I. The name of the Partnership is "NAMPA STEAK ASSOCIATES, LIMITED PARTNERSHIP."

II. The business of the Partnership is to acquire title to certain real property in Nampa, Idaho and the buildings, improvements and equipment thereon and to own, operate, manage, repair, maintain, improve, sell, lease or dispose of, in whole or in part, such property, and to conduct such other activities as may be necessary or appropriate to promote the business of the Partnership.

III. The name and address of the agent for service of process on the Partnership in the State of Idaho are Prentice-Hall Corporation Systems, Inc., One Capital Center, 999 Main Street, Boise, Idaho 83702.

IV. The name and business address of the General Partners and the Limited Partner are set forth on Schedule A annexed hereto.

V. The amount of cash and a description and statement of the agreed value of other property or labor or services, if any, contributed by each Partner are set forth on Schedule A annexed hereto.

VI. No additional contribution has been agreed to be made by any Partner.

VII. No assignee of a Limited Partner's interest shall have the right to become a substituted Limited Partner in place of his assignor without the prior written consent of the General Partners, upon such terms and conditions as the General Partners in their sole discretion may determine.

VIII. Except by assignment of his entire Partnership Interest, a Partner may not terminate his membership in the Partnership prior to the dissolution and winding up of the Partnership. The method of determining the distribution to which a Partner may be entitled respecting his Partnership interest and the terms and conditions of such distribution are set forth on Schedule B annexed hereto.

IX. The right of a Partner to receive distributions of property including cash from the Partnership is set forth on Schedule B annexed hereto.

X. The right of a Partner to receive, or of a general partner to make, distributions to a Partner which include a return of all or any part of the Partner's contribution is set forth on Schedule B annexed hereto.

XI. The Partnership shall be dissolved on December 31, 2040, unless sooner dissolved upon: (i) the written consent of all the Partners; (ii) the resignation, death, incapacity, dissolution or bankruptcy of a General Partner (but the Partnership shall continue its business and shall not be liquidated if there is a remaining General Partner or if the Limited Partner elects to continue the business of the Partnership); or (iii) the sale, exchange, condemnation or similar eminent domain taking, or other disposition of all or substantially all of the Partnership assets and the receipt of all consideration therefor.

XII. In the event of the resignation, death, incapacity or bankruptcy of a General Partner, the remaining

General Partner or General Partners shall continue the business of the Partnership.

IN WITNESS WHEREOF, we have executed this Certificate as of June 25, 1984.

GENERAL PARTNERS:

KELLOGG PARTNERS 84

By: David S. Kleger

David S. Kleger, General Partner

H.R.M. REALTY, INC.

By: David S. Kleger

David S. Kleger, President

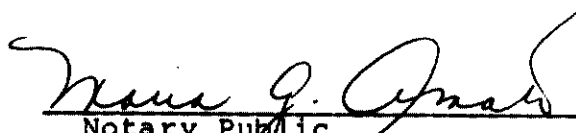
David Blanchard
DAVID BLANCHARD

LIMITED PARTNER:

George Lichter
GEORGE LICHTER

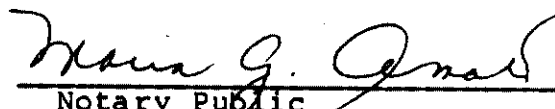
STATE OF NEW YORK)
: ss:
COUNTY OF NEW YORK)

On this 25th day of June, 1984, before me personally came David S. Kleger, to me known, who being by me duly sworn, did depose and say that he is a general partner of Kellogg Partners 84, that the foregoing instrument was signed on behalf of said partnership pursuant to its partnership agreement, and he acknowledged to me that he had the authority to execute the same and that he executed the foregoing instrument as the free act and deed of said entity.


Notary Public
My commission expires on
MARIA G. AMATO
Notary Public, State of New York
No. 43-460652
Qualified in Richmond County
Commission Expires March 30, 1985

STATE OF NEW YORK)
: ss:
COUNTY OF NEW YORK)

On this 25th day of June, 1984, before me personally came David S. Kleger, to me known, who being by me duly sworn, did depose and say that he is the President of H.R.M. Realty, Inc., that the foregoing instrument was signed on behalf of said corporation by authority of its board of directors, and he acknowledged to me that he had the authority to execute the same and that he executed the foregoing instrument as the free act and deed of said entity.


Notary Public
My commission expires on
MARIA G. AMATO
Notary Public, State of New York
No. 43-460652
Qualified in Richmond County
Commission Expires March 30, 1985

STATE OF NEW YORK)
: ss:
COUNTY OF NEW YORK)

On this 25th day of June, 1984, before me personally came David Blanchard, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged and swore to me that he executed the same as his free act and deed.

Deborah L. Passero
Notary Public
My commission expires on

DEBORAH L. PASSERO
Notary Public, State of New York
No. 41-4771959
Qualified in Oucens County
Commission Expires March 30, 1986

STATE OF NEW YORK)
: ss:
COUNTY OF NEW YORK)

On this 25th day of June, 1984, before me personally came George Lichter, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged and swore to me that he executed the same as his free act and deed.

Deborah L. Passero
Notary Public
My commission expires on

DEBORAH L. PASSERO
Notary Public, State of New York
No. 41-4771959
Qualified in Oucens County
Commission Expires March 30, 1986

Schedule A

GENERAL PARTNERS

<u>Name and Business Address</u>	<u>Capital Contribution</u>
Kellogg Partners 84 666 Fifth Avenue New York, NY 10103	\$ 69
H.R.M. Realty, Inc. 666 Fifth Avenue New York, NY 10101	\$ 1
David Blanchard 595 Madison Avenue New York, NY 10022	\$ 30

LIMITED PARTNER

<u>Name and Business Address</u>	<u>Capital Contribution</u>
George Lichter 261 Fifth Avenue New York, NY 10016	\$320,846

Schedule B

Section 4.2 Distributions

(a) After providing for the satisfaction of any current debts and other obligations of the Partnership (including fees payable to HRM), and the establishment of such reserves as shall be deemed necessary or appropriate by the General Partners in their sole discretion, the General Partners shall cause the Partnership to distribute to the Partners all the remaining cash of the Partnership

from whatever source derived other than from "Capital Event Proceeds" (as defined in subsection 4.2(c) hereof). Such distributions shall be made from time to time, but not less often than annually, within 30 days after the close of each Partnership Year. All such amounts shall be distributed to the Partners as follows and in the following order of priority:

(i) first, there shall be distributed to each Partner an amount equal to its then current year's accrued but unpaid Return; and

(ii) the balance, if any, shall be distributed 70% to the Limited Partner, 20% to Kellogg, 1% to HRM and 9% to Blanchard.

(b) Notwithstanding the provisions of subsection 4.2(a) hereof, after providing for such reserves for the needs and obligations of the Partnership as the General Partners shall deem appropriate in their sole discretion, all Capital Event Proceeds, other than Capital Event Proceeds from a Capital Event which will result in the dissolution and winding up of the Partnership, shall be distributed, as soon as practicable, to the Partners as follows and in the following order of priority:

(i) first, an amount equal to its then current year's accrued but unpaid Return shall be distributed to each Partner ("Distributed Return");

(ii) second, an amount up to the amount, if any, by which the aggregate amount of Capital Contributions and additional capital contributions, if any, theretofore made by the Partners exceeds the aggregate amount of such contributions theretofore returned to the Partners pursuant to this subsection 4.2(b)(i) (the amount of such excess outstanding from time to time is referred to herein as the Partners' "Unreturned Capital Contributions") shall be distributed to the Partners pro rata in accordance with the same ratio that a Partner's Unreturned Capital Contributions bear to the aggregate Unreturned Capital Contributions of all of the Partners; and

(iii) third, the balance, if any, shall be distributed 70% to the Limited Partner, 20% to Kellogg, 1% to HRM and 9% to Blanchard.

(c) For purposes of this Agreement, "Capital Event Proceeds" shall mean the net cash proceeds from a Capital Event (including interest income on any indebtedness received by the Partnership in connection with a Capital Event) after deducting all expenses relating to such Capital Event (including any costs incurred in constructing

or retoring any improvements and any payments made out of such proceeds in reduction of amounts due under any mortgage on the Property).

(d) Nothing contained in subsections 4.2(a) and 4.2(b) shall be deemed to be a requirement that there be any distributions of cash.

Section 6.2 Liquidation

(a) Upon any dissolution requiring the winding up of the business of the Partnership, HRM or, if HRM is not then a General Partner, the remaining General Partner(s) or, if there is no remaining General Partner, the Limited Partner (such person or persons being hereinafter referred to as the "Liquidating Partner(s)") shall proceed to sell or otherwise liquidate the assets of the Partnership and apply and distribute the proceeds of such liquidation solely in accordance with the terms hereof and in the following order of priority:

(i) first, to the payment of debts and liabilities of the Partnership (other than any loans or advances that may have been made by the Partners to the Partnership) and the expenses of liquidation;

(ii) then, to the establishment of such reserves which the Liquidating Partner(s) may deem reasonably necessary for contingent or unforeseen liabilities or obligations of the Partnership or of the Partners arising out of or in connection with the Partnership, which may be held in escrow for a reasonable period of time and then distributed as provided herein;

(iii) then, to the repayment of any other loans or advances that may have been made by the Partners to the Partnership; provided, however, that if the proceeds of such liquidation shall be insufficient to fund the aggregate amount required under this subsection 6.2(a)(iii), then the repayments to the Partners shall be reduced pro rata in accordance with their respective loan balances;

(iv) then, as provided in subsection 4.2(b)(i);

(v) then, as provided in subsection 4.2(b)(ii);

and

(vi) the balance, if any, to the Partners having positive balances in their Capital Accounts, as reduced by amounts distributable pursuant to subsections 6.2(a)(iv)

and 6.2(a)(v) and after giving effect to the allocations of net gains and losses set forth in subsections 4.1(c) and 4.1(d), pro rata in accordance with the same ratio that the positive balance in the Capital Account of each such Partner bears to the total positive balance in all the Partners' Capital Accounts.

(b) A reasonable time shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of liabilities to creditors so as to enable the Liquidating Partner(s) to minimize the losses normally attendant upon a liquidation. All saleable assets of the Partnership may be sold in connection with any liquidation at public or private sale and at such price and upon such terms as the Liquidating Partner(s) in their sole discretion deem advisable. Distribution of Partnership assets hereunder may be made in cash or in kind, as determined by the Liquidating Partner(s) in their sole discretion.

(c) No Partner shall be entitled to demand and receive property other than cash in return for its capital contribution to the Partnership, and each Partner hereby waives all rights to partition of the property of the Partnership.

(d) Each of the Partners shall be furnished with a statement prepared by the Partnership's public accountants which shall set forth the assets and liabilities of the Partnership as at the date of complete liquidation within 60 days after such date.

(e) Upon compliance by the Liquidating Partner(s) with the foregoing distribution plan, the Partners shall cease to be partners, and the Liquidating Partner(s) shall execute, acknowledge and cause to be filed a certificate of cancellation of the Partnership; provided, however, that the Liquidating Partner(s) shall retain full authority to direct the escrowee in respect of the disbursements and/or the distribution of the funds, if any, held pursuant to the provisions of subsection 6.2(a)(ii).