

CERTIFICATE OF LIMITED PARTNERSHIP

Beijing Restaurant, Limited Partnership

RECEIVED
SEC. OF STATE

88 DEC 23 AM 8 50

The undersigned, having formed a limited partnership under the Idaho Limited Partnership Act, hereby make and sign the following certificate for that purpose:

1. The partnership name is Beijing Restaurant, Limited Partnership.

2. The general character of the partnership is to operate a restaurant and do all other acts allowed under Idaho law.

3. The name and address of the registered Agent for service of process is Chung-Hsi Tu, 749 South 5th Avenue, Pocatello, Idaho 83201.

4. The names and business addresses of the general and limited partners are:

GENERAL PARTNERS

Chung-Hsi Tu, 749 South 5th Avenue, Pocatello, Idaho 83201.

Man-Li Tu, 749 South 5th Avenue, Pocatello, Idaho 83201.

LIMITED PARTNERS

Chung-Hsi Tu, as custodian under the Idaho Uniform Gifts to Minors Act for Michael Chien-Kai Tu, 749 South 5th Avenue, Pocatello, Idaho 83201.

Chung-Hsi Tu, as custodian under the Idaho Uniform Gifts to Minors Act for Lucy Chien-Hua Tu, 749 South 5th Avenue, Pocatello, Idaho 83201.

5. A description of the type and value of the properties contributed by each partner are attached hereto as Exhibits "A" and "B".

6. Additional contributions to capital and withdrawals from capital may be made by any partner subject to the approval of a majority in number of the partners.

7. A limited partner may assign his limited partnership interest subject, however, to limitations set forth in the agreement which are consistent with Idaho Code Section 53-240.

8. The partners have not entered into an express agreement as to the time or events by which a partner may terminate his

membership in the partnership; however, the agreement does provide as follows:

(a) The assignee of a General Partner may be a general partner if all other general partners consent.

(b) The assignee of a General Partner may be a limited partner if so provided by the assignor.

(c) A Limited Partner may transfer his partnership interest, subject, however, to a right of first refusal in favor of the other partners.

(d) The assignee of a Limited Partner may be admitted as a Limited Partner only upon the consent of all members of the partnership.

(e) The death, insanity or disability of a General Partner shall terminate the partnership unless the remaining General Partners give notice of intention to the other Limited Partners to continue the partnership.

(f) The death, insanity or disability of a Limited Partner shall not terminate the partnership.

(g) The general partner may at any time cause the dissolution and liquidation of the partnership.

9. No partner has a specific right to receive distributions of property, including cash, from the limited partnership; however, the earnings of the partnership shall be distributed regularly unless retained for reasonable partnership needs.

10. No partner has a right to receive distributions which include a return of all or any part of a partner's contribution; however, the General Partners may at any time dissolve and liquidate the partnership and make distributions accordingly.

11. An explanation of the time or events which may cause the limited partnership to be dissolved and its affairs wound up is set forth in Paragraph 8 above.

DATED: *December 12, 1988*

GENERAL PARTNERS

LIMITED PARTNERS

Chung-Hsi Tu
Chung-Hsi Tu

Chung-Hsi Tu
Chung-Hsi Tu, as custodian
under the Idaho Uniform Gifts
to Minors Act for Michael
Chien-Kai Tu

EXHIBIT "A"

Contributed Capital

**Fair Market Value as of
date of signing**

**Ongoing business, including inventory,
assets and liabilities**

Total Market Value

\$5,000

EXHIBIT "B"

<u>NAME</u>	<u>CONTRIBUTIONS</u>	
	<u>Percent</u>	<u>Dollars</u>
<u>General</u>		
Chung-Hsi Tu and Man-Li Tu, husband and wife,	98%	\$4,900
Michael Chien-Kai Tu	1%	50
Lucy Chien-Hua Tu	1%	50
	<hr/>	<hr/>
	100%	\$5,000