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CERTIFICATE AND AGREEMENT
OF LIMITED PARTNERSHIP
OF
TWIN DRAGON RESTAURANT

BETWEEN:

JACK LEUNG LAM,
JAMES CHOI LEUNG LAM,
and
BARBARA MARIE LAM

June 28, 1985

TABLE OF CONTENTS

		<u>Page</u>
Article I	Definitions	1
1.01	Act	1
1.02	Agreement	1
1.03	Partnership	2
1.04	Net Income and Net Loss	2
1.05	Dining In	2
Article II	Partnership Name and Place of Business	3
2.01	Formation	3
2.02	Name	3
2.03	Principal Place of Business	3
Article III	Purposes of the Business	4
3.01	Purposes and Powers	4
Article IV	Term of the Partnership	5
4.01	Term	5
Article V	Capital Contributions and Status	6
5.01	Contribution of General Partner	6
5.02	Contribution of Limited Partner	6
5.03	Interest	6
Article VI	Limited Partner	7
6.01	Limited Liability	7
6.02	Role of Limited Partner	7
6.03	Withdrawal of Capital Contributions	7
Article VII	Expenses and Salary of the General Partners	8
7.01	Expenses and Salary	8
Article VIII	Allocations of Net Income and Net Loss; Cash Distributions	9
8.01	Allocation of Net Income or Net Loss	9
8.02	Allocation of Tax Benefits	9
8.03	Distribution of Available Cash	9
Article IX	Rights, Powers and Obligations of the General Partners	10
9.01	Management	10
9.02	Powers	10
9.03	Duties	10
9.04	Limitation on Power	10
Article X	Transfer of A Partnership Interest	11
10.01	Transfer	11
10.02	Sale of Partnership Interest	11
10.03	First Option to Purchase to Remaining Parties	12

Article XI	Books of Account, Accounting, Reports, Fiscal Year, Banking and Tax Election	13
11.01	Books of Account	13
11.02	Fiscal Year	13
11.03	Accounting and Reports	13
11.04	Audit	14
11.05	Banking	14
11.06	Tax Election	15
11.07	Partnership Returns	15
11.08	Information	15
Article XII	Voluntary Dissolution	16
12.01	Winding Up the Partnership	16
12.02	Gains or Losses in Winding Up	16
12.03	Balance Owed by a Partner	16
Article XIII	Sole and Separate Property of Limited Partner	18
13.01	Limited Partner's Interest as Her Sole and Separate Property	18
Article XIV	Miscellaneous Provisions	19
14.01	Registered Agent	19
14.02	Governing Law	19
14.03	Binding Effect	19
14.04	Attorneys' Fees	19

CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP

OF

TWIN DRAGON RESTAURANT

THIS AGREEMENT is made this 28th day of June, 1985, by and between JACK LEUNG LAM and JAMES CHOI LEUNG LAM as General Partners (hereinafter referred to as the "General Partners"), and BARBARA MARIE LAM as Limited Partner (hereinafter referred to as the "Limited Partner"), whose business addresses are set forth on the signature page hereof opposite their respective signatures. This Limited Partnership agreement voids any and all prior existing partnership agreement(s), of whatever kind, concerning the Twin Dragon Restaurant.

WITNESSETH:

WHEREAS, The General Partners and the Limited Partner desire to form a Limited Partnership pursuant to the laws of the State of Idaho;

NOW, THEREFORE, the parties hereto hereby agree and state as follows:

ARTICLE I

DEFINITIONS

1.01 "Act" shall mean and refer to the Idaho Limited Partnership Act.

1.02 "Agreement" shall mean and refer to this Certificate and Agreement of Limited Partnership, as amended from time to time.

1.03 "Partnership" shall mean and refer to the Limited Partnership created pursuant to this Agreement.

1.04 "Net income" and "net loss" shall mean and refer to the income or loss of the Partnership after all expenses incurred in connection with the Partnership's business have been paid, including, without limitation, interest on all loans, taxes and assessments, and after making any allowance for depreciation or amortization or the cost of all property and assets, tangible or intangible, of the Partnership (collectively referred to in this Agreement as "depreciation").

1.05 "Dining In" shall refer to that business generated from clientele eating on the restaurant premises of the Twin Dragon Restaurant, but shall exclude that business relating to banquets, catering and carry-outs.

ARTICLE II

PARTNERSHIP NAME AND PLACE OF BUSINESS

2.01 Formation. The Partners do hereby form a Limited Partnership under and pursuant to the Act.

2.02 Name. The Partnership shall be conducted under the name "Twin Dragon Restaurant, a Limited Partnership", which may be changed by the General Partners by written notice to the Limited Partner.

2.03 Principal Place of Business. The principal place of business shall be 2200 Fairview Ave., Boise, Ada County, Idaho, or such other place of business as may be agreed upon by the Partners from time to time.

ARTICLE III

PURPOSES OF THE BUSINESS

3.01 Purposes and Powers. The Partnership is being formed to operate the Twin Dragon Restaurant in Boise, Idaho. The Partnership shall engage in the restaurant and catering business and such other business as the partners shall determine. The Partnership shall have such powers as are reasonably necessary to fulfill its purposes.

ARTICLE IV

TERM OF THE PARTNERSHIP

4.01 Term. This Limited Partnership came into existence on the 28th day of June, 1985, and shall continue until terminated by operation of law or consent of the General Partners and Limited Partner.

ARTICLE V

CAPITAL CONTRIBUTIONS AND STATUS

5.01 Contribution of General Partners. The General Partner Jack Leung Lam shall contribute Five Thousand Dollars (\$5,000.00) to the capital of the Partnership; and the General Partner James Choi Leung Lam shall contribute Two Thousand, Five Hundred Dollars (\$2,500.00) to the capital of the partnership.

5.02 Capital Contribution of Limited Partner. The Limited Partner shall contribute to the capital of the Partnership the sum of Two Thousand, Five Hundred Dollars (\$2,500.00), and said sum is her sole and separate property.

5.03 Interest. Contributions to the capital of the Partnership will not bear interest or accrue interest in favor of the contributing Partner.

ARTICLE VI
LIMITED PARTNER

6.01 Limited Liability. The Limited Partner shall not be personally liable for any of the debts, expenses, liabilities or obligations of the Partnership, except as provided in the Act. Other than the capital contributions agreed to be made pursuant to this Agreement, the Limited partner shall not be required or obligated by the Partnership or the General Partners to make further contributions or payments of any kind to or with respect to the Partnership.

6.02 Role of Limited Partner. Except as otherwise provided in this Agreement, Limited Partner shall take no part in, or interfere in any manner with, the management, conduct or control of the business of the Partnership, transact any business for the Partnership, or have the right, power or authority to act for, sign for or bind the Partnership in any manner. However, and without waiving her status as a Limited Partner, the Limited Partner may, at her discretion, work as a waitress or cashier in the Twin Dragon Restaurant without taking part in the management, conduct or control of the Partnership business. The Limited Partner's function as a waitress or cashier shall be for the purpose of assisting the Partnership business during peak hours or when regular employees need assistance to handle the work load.

6.03 Withdrawal of Capital Contributions. Except as provided herein, the Limited Partner shall have no the right to withdraw or reduce her contribution to the capital of the Partnership except as provided in the Act.

ARTICLE VII

EXPENSES AND SALARY OF THE GENERAL PARTNERS

7.01 Expenses and Salary. The General Partners shall be entitled to charge the Partnership a reasonable fee for their services as General Partners. The Limited Partner shall also be entitled to charge the Partnership a reasonable fee for serving as a waitress or cashier in the business of the Partnership, but shall only be compensated for work performed in excess of ten (10) hours per week. Further, the Limited Partner shall be paid for hours worked, in excess of ten (10) hours per week, on a weekly basis. However, the Limited Partner shall only work as a cashier or waitress pursuant to the request of the General Partners.

ARTICLE VIII

ALLOCATIONS OF NET INCOME AND NET LOSS:

CASH DISTRIBUTIONS

8.01 Allocation of Net Income or Net Loss. The net income or net loss of the Partnership for each calendar year shall be allocated as follows: 50% to Jack Leung Lam, General Partner; 25% to James Choi Leung Lam, General Partner; and 25% to Barbara Marie Lam as the Limited Partner, as her sole and separate property.

8.02 Allocation of Tax Benefits. The Partners, including the Limited Partner, shall, for purposes of their personal tax returns, be allowed to claim appreciation, depreciation, and interest, and any and all other gains or losses on their individual tax returns in accordance with their interests in the Partnership as outlined under this Article of the Limited Partnership Agreement.

8.03 Distribution of Available Cash. All available cash shall be distributed between the General Partners and the Limited Partner annually in the same percentages as profits and losses are allocated. As used in this paragraph, available cash of the Partnership shall mean and refer to all remaining cash funds of the Partnership on hand, less such adequate reserve as the General Partners deem reasonably necessary for the proper operation of the Partnership's business.

ARTICLE IX
RIGHTS, POWERS AND OBLIGATIONS OF
THE GENERAL PARTNERS

9.01 Management. Subject to any restriction as stated hereinafter, the management and control of the Partnership and its business and affairs shall be exercised by the General Partners, and all decisions to be made by the Partnership shall be made by the General Partners. Jack Leung Lam shall have the position of General Manager of the Partnership business.

9.02 Powers. The General Partners shall have all the rights and powers conferred by the Act on General Partners or otherwise conferred by law, and any rights and powers as are necessary, advisable or convenient to the discharge of the duties of the General Partners under the Agreement and to the management and control of the business and affairs of the Partnership.

9.03 Duties. The General Partners shall manage and control the Partnership, its business and affairs to the best of their ability, and shall use their best efforts to carry out the purposes of the Partnership. The General Partners shall devote such of their time to the business and affairs of the Partnership as is deemed, in their sole and absolute discretion, necessary and appropriate. The General Partners shall periodically render a formal accounting of all dealings and transactions relating to the business of the Partnership, and as specifically required under Article XI of this agreement.

9.04 Limitation on Power. Without obtaining the consent of the Limited Partner, the General Partners shall not do any act in contravention of the Act.

ARTICLE X

TRANSFER OF A PARTNERSHIP INTEREST

10.01 Transfer. The Limited Partner shall have the right to sell, transfer, assign or create a security interest in her Partnership interest without the consent of the General Partners. Any assignee of the Limited Partner shall become a Limited Partner upon the signing of this Limited Partnership Agreement and agreeing to be bound by all the terms hereof. Unless an assignee agrees to be bound by all the terms of this Agreement, the Limited Partner shall not have the right to sell or assign her Partnership interest.

10.02 Sale of Partnership Interest.

(a) Neither General Partner shall sell, transfer or otherwise dispose, as defined herein, of all of or any part of his partnership interest without first giving written notice to both the other General Partner and the Limited Partner, including the name of the person to whom he intends to sell, transfer, or dispose of his interest.

(b) Within ninety (90) days after the receipt of the written notice referred to in Subsection (a), the Partnership may, at its option, exercisable in writing, liquidate and retire the interest of the partner desiring to sell his interest.

(c) If the Partnership does not exercise its option under Subsection (b), the General Partner giving the notice shall be free to sell, transfer, or otherwise dispose of his Partnership interest to the person or persons specified in the notice, except as qualified by Section 10.03 of this Article. Pursuant to Idaho

Code Section 53-327, the assignee of all or part of the General Partner's interest shall not be entitled, during the continuance of the partnership, to interfere in the management or administration of the Partnership business or affairs, require any information or account of Partnership transactions, or inspect the Partnership books. The assignee shall merely be entitled to receive, in accordance with the terms of the assignment, the profits to which the assignor otherwise would be entitled.

10.03 First Option to Purchase to Remaining Partners. Upon notice of his interest to sell, transfer, or dispose of his interest, a General Partner shall give the other Partners, including the Limited Partner, the first option to purchase said interest. A notice of intent to exercise said option to purchase must be given to all Partners within ninety (90) days after the receipt of the written notice of the General Partner's intent to sell, transfer or dispose of his interest. Thereafter, the exercise of this option to purchase must be completed within a reasonable time, but no longer than six months from the date the Partner exercises his/her option to purchase.

ARTICLE XI

BOOKS OF ACCOUNT, ACCOUNTING, REPORTS, FISCAL YEAR, BANKING, AND TAX ELECTION

11.01 Books of Account. The Partnership's books and records and this agreement shall be maintained at the principal office of the Partnership, and each Partner shall for any good reason have access thereto at all reasonable times. The books and records shall be kept on the cash receipts and disbursements method of accounting applied in a consistent manner by the Partnership and shall reflect all Partnership transactions and be appropriate and adequate for the Partnership's business.

11.02 Fiscal Year. The fiscal year of the Partnership shall be the calendar year, unless elected otherwise by the General Partners in their sole discretion.

11.03 Accounting and Reports. On July 1 of each year, each Partner shall be furnished with a copy of a balance sheet of the Partnership as of the last day of such fiscal year and a statement of income or loss of the Partnership for such year, and a statement showing the amounts allocated to or allocated against such Partner's capital account pursuant to the agreement during or in respect of each year, and any items of income, deduction, credit or loss allocated for purposes of the United States Revenue Code of 1954, as amended, and any applicable state or local income tax laws. Such balance sheet and statement of income shall be prepared on the cash receipts and disbursements method of accounting. This July 1 accounting may be conducted by

the Partnership's current certified public accountant as of the date of this agreement, or his subsequent replacement, which replacement must be agreed upon by all the Partners. In addition, Jack Leung Lam, General Partner, shall submit a separate report and accounting to the other Partners on September 1 and March 1 of each year, and said accounting/report shall include a statement of income or loss of the partnership for the six-month period immediately preceding the accounting/reports due date, and shall include a statement of income or loss on the following: take-out orders, catered parties, carry-outs, banquets, and "dining-in". Further, said General Partner is to provide a statement listing all bills paid in relation to the Partnership for the six-month period immediately preceding the due date of his accounting/report. Lastly, said report of the above named General Partner shall list all current assets, income and liabilities of the Partnership (including but not limited to a statement of wages paid out and a current status report on present banking or other loans).

11.04 Audit. Any of the Partners shall be given the right to demand an audit of the Partnership to be conducted by an independent certified public accountant, and the expense of such an audit shall be the expense of the Partnership.

11.05 Banking. All funds of the Partnership shall be deposited in a separate bank account or accounts or in an account of a savings and loan association as shall be determined by the General Manager, but such funds shall only be invested or deposited in an institution, the accounts or deposits of which

are insured or guaranteed by an agency of the United States Government.

11.06 Tax Election. Upon the transfer of Interests in the Partnership or in the event of a distribution of the Partnership's assets, the Partnership may elect pursuant to Section 754 of the United States Internal Revenue Code of 1954, as amended, to adjust the basis of the Partnership's property as allowed by Section 743(b) or Section 734 thereof.

11.07 Partnership Returns. The General Partners shall, for each fiscal year, file with the U. S. Internal Revenue Service on behalf of the Partnership, a Partnership Return within the time prescribed by law (including extensions) for such filing. The General Partners shall also file on behalf of the Partnership such state and/or local income tax returns as may be required by applicable law.

11.08 Information. Upon reasonable request and for good cause, the Partnership will promptly supply the Limited Partner with the names and addresses of all holders of interests as such information exists at the time of request, as reflected in the records of the Partnership.

ARTICLE XII

VOLUNTARY DISSOLUTION

12.01 Winding Up the Partnership. On any voluntary dissolution, the Partnership shall immediately commence to wind up its affairs. The Partners shall continue to share profits and losses during liquidation in the same proportion as before dissolution. The proceeds from liquidation of partnership assets shall be applied as follows:

- (a) Debts of the Partnership, other than to partners.
- (b) Amounts owed to Partners for unpaid salaries and for the credit balances in their respective drawing accounts.
- (c) The capital contributions of the Partners as reflected in their respective capital accounts.

12.02 Gains or Losses in Winding Up. Any gain or loss on disposition of Partnership properties in the process of liquidation shall be credited or charged to the Partners in the proportion of their interests in profits or losses. Any property distributed in kind in the liquidation shall be valued and treated as though the property were sold and the cash proceeds were distributed. The difference between the value of property distributed in kind and its book value shall be treated as a gain or loss on sale of the property and shall be credited or charged to the partners in the proportions of their interests in profits or losses as specified in Article VIII.

12.03. Balance Owed By a Partner: Should any Partner have a debit balance in his or her capital account, whether by reason

of losses in liquidating Partnership assets or otherwise, the debit balance shall represent any obligation from him or her to the other Partners, to be paid in cash within thirty (30) days after written demand by the other Partners.

ARTICLE XIII

SOLE AND SEPARATE PROPERTY OF LIMITED PARTNER

13.01 Limited Partner's Interest as Her Sole and Separate Property: Any and all interests of the Limited Partner, Barbara Marie Lam, in the Twin Dragon Restaurant, including any capital contributions, shall be considered her sole and separate property.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

14.01 Registered Agent. Jack Leung Lam is appointed as registered agent of the Partnership for purposes of service of process. His address is: 3603 Patton, Boise, Ada County, Idaho.


14.02 Governing Law. All provisions of this agreement shall be construed, shall be given the effect and and shall be enforced according to the laws of the state of Idaho.


14.03 Binding Effect. Each of the parties executes this document with the understanding and agreement that each has hereby bound and obligated himself or herself, his or her estate, and any and all claims by, through and under him or her.

14.04 Attorneys' Fees. In the event any party to this agreement is required to institute proceedings in order to enforce the terms of this agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees.

IN WITNESS WHEREOF, The parties have hereunto set their hands this 28th day of June, 1985, to be effective the 28th day of June, 1985.


Jack Leung Lam - 2200 Fairview Ave.
Boise, Idaho 83702



James Choi Leung Lam -
2200 Fairview Ave., Boise, Idaho 83702


Barbara Marie Lam -
2200 Fairview Ave., Boise, Idaho 83702

STATE OF IDAHO)
) ss.
County of Ada)

On this 28th day of June, 1985, before me the undersigned Notary Public, personally appeared JACK LEUNG LAM, 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 have hereunto set my hand and seal the day and year in this acknowledgment first above written.


Notary Public for Idaho
Residing at Boise, Idaho

STATE OF IDAHO)
) ss.
County of Ada)

On this 28th day of June, 1985, before me the undersigned Notary Public, personally appeared JAMES CHOI LEUNG LAM, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

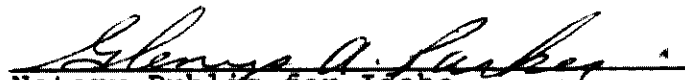
IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this acknowledgment first above written.


Notary Public for Idaho
Residing at Boise, Idaho

STATE OF IDAHO)
) ss.
County of Ada)

On this 28th day of June, 1985, before me the undersigned Notary Public, personally appeared BARBARA MARIE LAM, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this acknowledgment first above written.


Notary Public for Idaho
Residing at Boise, Idaho


The undersigned, the wife of Jack Leung Lam, has reviewed the terms and conditions of this agreement and hereby approves, consents thereto and further agrees to be bound by the terms and conditions of said agreement.

We, the undersigned, declare under the penalties of perjury, that we have examined this Certificate of Limited Partnership and to the best of our knowledge and belief it is true, correct and complete.

DATED this 28th day of June, 1985.


Jack Leung Lam


James Choi Leung Lam


Barbara Marie Lam