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SECRETARY OF  
STATE

CERTIFICATE OF LIMITED PARTNERSHIP

OF

JEANNIE'S FASHION TREE, LIMITED PARTNERSHIP

WE, THE UNDERSIGNED, Desiring to form a limited partnership pursuant to the Uniform Limited Partnership Act as set forth in ICA, Title 53, Chapter 200, of the State of Idaho, do hereby certify:

(1) The name of the firm under which the partnership is to be conducted is Jeannie's Fashion Tree, Limited Partnership.

(2) The character of the business intended to be transacted by the partnership shall be as follows: retail sale of women's clothing, garments, and accessories.

(3) The location of the principal place of business shall be at 270 East Fifth North, Stardust Plaza, in the City of Mountain Home, County of Elmore, State of Idaho.

(4) The registered agent for service of process shall be Tamara McLaughlin of 1360 Owyhee Drive, Mountain Home, Idaho.

(5) The name and place of residence of each general partner interested in the partnership are as follows:

Tamara McLaughlin, 1360 Owyhee Drive, Mountain Home, Idaho;  
The name and place of residence of each limited partner interested in the partnership are as follows: Barbara Wilson, Buhl, Idaho, Lowell Wilson, Buhl, Idaho.

The amount of cash and the description and the agreed value of the other property contributed by each limited partner are as follows:

Barbara Wilson, \$1,250.00

Lowell Wilson, \$1,250.00

The amount of cash and the description and the agreed value of the other property contributed by the general partner is as follows: Tamara McLaughlin \$28,000.00.

The partnership shall exist for an indefinite period commencing as of June 1, 1982.

The limited partners may make such additional contributions to capital of the partnership as may from time to time be agreed by all the partners.

On the written consent of all the general partners and on terms agreed on by them in writing, additional limited partners may be admitted at any time.

No limited partner may substitute an assignee as a limited partner in their place; but the person or persons entitled by rule or by intestate laws as the case may be shall succeed to all rights of the limited partner as a substituted limited partner.

The interest of any limited partner may be terminated by:

(1) Dissolution of the partnership for any reason as provided in the partnership agreement.

(2) The agreement of all partners.

(3) The consent of the personal representative of the deceased limited partner in the partnership.

On the termination of the interest of a limited partner, there shall be payable to that limited partner or their estate as the case may be a sum to be determined by all partners which sum shall not be less than the capital account of the limited partner as shown on the books at the time of the termination, including profits or losses from the last closing of the books of the partnership to the date of the termination, when the interest in profits and losses terminated. The amount payable shall be an obligation payable only out of partnership assets and at the option of the partnership, and may be paid within one

year after the termination of the interest, provided that interest at the rate of ten percent (10%) shall be paid on the unpaid balance.

The general partners shall have the right except as hereinafter provided to determine whether from time to time partnership profits shall be distributed in cash or shall be left in the business in which event the capital account of all partners shall be increased.

Limited partners shall be entitled to receive a share of annual net profits equivalent to their share in the capitalization of the partnership.

The general partners shall have a right to continue the business in the event of a withdrawal of a general partner.

Tamara McLaughlin  
Tamara McLaughlin

Barbara Wilson  
Barbara Wilson

Lowell Wilson  
Lowell Wilson

STATE OF IDAHO,                    )  
  ) ss.  
County of Elmore.                )

On this 16th day of December, 1982, before me the undersigned, a Notary Public in and for said State, personally appeared TAMARA McLAUGHLIN, 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 affixed my official seal the day and year in this certificate first above written.

Joyce M. Keith  
Notary Public for Idaho  
Residing at: Mountain Home, ID  
My Commission Expires: 6-30-85

STATE OF IDAHO,                    )  
                                      ) ss.  
County of Twin Falls.    )

On this 27<sup>th</sup> day of December, 1982, before me the undersigned, a Notary Public in and for said State, personally appeared BARBARA WILSON, 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 affixed my official seal the day and year in this certificate first above written.

Donna Acasque  
Notary Public for Idaho  
Residing at:  
My Commission Expires: 5-5-85

STATE OF IDAHO,                    )  
                                      ) ss.  
County of Twin Falls.    )

On this 27<sup>th</sup> day of December, 1982, before me the undersigned, a Notary Public in and for said State, personally appeared LOWELL WILSON, 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 affixed my official seal the day and year in this certificate first above written.

Donna Acasque  
Notary Public for Idaho  
Residing at:  
My Commission Expires: 5-5-85