

Nov 25 6 44 PM '83
STATE

CERTIFICATE OF LIMITED PARTNERSHIP

FOR

RISK CAPITAL GROUP I, an
Idaho Limited Partnership

This Certificate of Limited Partnership is prepared and filed under Section 53-208 of the Idaho Code.

1. NAME. The name of the partnership is RISK CAPITAL GROUP I, an Idaho limited partnership.

2. BUSINESS. The general character of the business of the partnership shall be to invest the partnership assets and deal in the purchase and sale of securities of every kind and to make investments by way of loans in speculative venture transactions.

3. REGISTERED AGENT. The name and address of the registered agent for service of process is JOHN M. BIGGS, INC., a foreign corporation authorized to do business in this state, and doing business at 319 Walnut Avenue, Ketchum, Idaho, 83340.

4. NAME AND ADDRESS OF PARTNERS. The name and business address of each partner of the partnership are stated in Exhibit "1" attached hereto and incorporated herein by this reference.

5. CAPITAL CONTRIBUTION. The amount of cash and a description and statement of the agreed value of the other property or labor or services contributed by each partner are stated in Exhibit "1" attached hereto and incorporated herein by this reference.

6. ADDITIONAL CAPITAL CONTRIBUTIONS. The times at which, or events on the happening of which, any additional contributions agreed to be made by each partner are to be made are, as follows: No partner has agreed to make any additional capital contributions. Any partner may, however, make additional capital contributions at the beginning of a fiscal year with the prior consent of the general partner, or the beginning of any quarter therein, or during the initial thirty (30) days after commencement of the term of the partnership.

7. TRANSFER OF PARTNERSHIP INTEREST. The power of a limited partner to grant the right to become a limited partner to an assignee of his partnership interest, and the

terms and conditions of the power are, as follows:

A. General Terms and Conditions.

(1) A limited partner may sell, assign, transfer, or hypothecate his interest in the partnership without the written consent of the general partner only to spouses, parents or descendants of the transferor limited partner, and after compliance with all other applicable provisions of this paragraph 7 of this Certificate of Limited Partnership.

(2) A limited partner may transfer his interest in the partnership to someone other than those persons identified in subparagraph A above, only with the prior written consent of the general partner, which consent shall not unreasonably be withheld.

(3) Any attempted sale, assignment, transfer or hypothecation by a limited partner of his interest in the partnership which does not comply with all applicable provisions of this paragraph 7 of this Certificate of Limited Partnership shall be invalid, and shall be deemed a notice of withdrawal by such limited partner from the partnership effective at the end of the fiscal year in which the attempted sale, assignment, transfer or hypothecation occurred.

B. Substituted Limited Partners.

(1) Any person who is the assignee of any partnership interest of a limited partner shall become a substituted limited partner as of the transfer date, only if:

a. The general partner has consented to such person as a substituted limited partner and his assignor has complied with all applicable requirements of this paragraph 7 of this Certificate of Limited Partnership; and

b. Such assignee has provided the general partner with a written adoption and acceptance by the assignee of all of the terms and provisions of the Agreement of limited partnership and represents that such transfer was made in accordance with all applicable laws and regulations, including all securities law requirements.

8. TERMINATION OF MEMBERSHIP; DISTRIBUTIONS ON TERMINATION. The time at which or the events on the happening of which a partner may terminate his membership in the

limited partnership and the amount of, or the method of determining, the distribution to which he may be entitled respecting his partnership interest, and the terms and conditions of the termination and distribution are, as follows: No agreement has been made regarding a time at which, or an event on the happening of which, a partner may terminate his membership in the partnership.

9. RIGHT TO RECEIVE DISTRIBUTIONS. The right to receive distributions of property, including cash from the limited partnership, is as follows:

A. A partner has no right to receive distributions of property, including cash from the limited partnership.

B. Any limited partner may withdraw all or part of the amounts in his capital account, only with the consent of the general partner. Payment to any such partner may be made in cash or kind at the discretion of the general partner.

10. DISTRIBUTIONS OF CAPITAL. 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 part of a partner's contribution are, as follows:

A. A partner has no right to receive distributions which include a return of all or part of his contribution.

B. The general partner has the right to make distributions to and among partners which include a return of all or part of their contribution in the ratio that each partner's capital account bears to the total of all partner's capital accounts.

C. No right is given to any partner to priority over other partners as to return of contributions.

11. DISSOLUTION AND WINDING UP. The time at which or the event upon the happening of which the limited partnership is to be dissolved and its affairs wound up is the earliest of the following:

A. Expiration of the term of the partnership;

B. Resignation of the general partner;

C. The occurrence of any event which causes the dissolution of a limited partner under the laws of the State of Idaho;

D. The written election of the general partner;
or

E. The death, withdrawal or removal of, or the filing of a petition in bankruptcy, the adjudication as a bankrupt, or the making of an assignment for the benefit of creditors by the general partner.

12. WITHDRAWAL OF GENERAL PARTNER. The right of the remaining general partners to continue the business on the happening of an event of withdrawal of a general partner is as follows: There is only one general partner and no right to continue the business of the partnership in the event of a withdrawal of a general partner except to dissolve and wind up the affairs of the partnership. Dissolution of the partnership is to be managed by the general partner unless he is deceased or unwilling or unable to manage the dissolution in which event the dissolution is to be managed by a committee consisting of the three largest holders of interest in the partnership who are willing to serve.

IN WITNESS WHEREOF, the undersigned have executed to this Certificate of Limited Partnership as of the 22nd day of November, 1983.

GENERAL PARTNER:

JOHN M. BIGGS, INC., a
California corporation

By 
John M. Biggs, President

LIMITED PARTNER(s):


Earl Robertson

STATE OF Idaho)
COUNTY OF Blaine) ss.

On this 22 day of November, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN M. BIGGS known to me to be the President of the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.

[Signature]
Notary Public for Idaho
Residing at Blaine County

STATE OF Blaine)
COUNTY OF Idaho) ss.

On this 22 day of November, 1983, before me, the undersigned, a Notary Public in and for said county and state, personally appeared EARL ROBERTSON, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

[Signature]
Notary Public for Idaho
Residing at Blaine County

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EXHIBIT 1 TO
CERTIFICATE OF LIMITED PARTNERSHIP
FOR RISK CAPITAL GROUP I, AN IDAHO
LIMITED PARTNERSHIP

The name and business address of each partner of the partnership and the amount of capital contributed by each are as follows:

GENERAL PARTNER(s):

<u>NAME</u>	<u>ADDRESS</u>	<u>AMOUNT OF CAPITAL CONTRIBUTION</u>
JOHN M. BIGGS, INC.	P.O. Box 1747 Sun Valley, Idaho 83353	\$10,000.00

LIMITED PARTNER(s):

EARL ROBERTSON	P. O. Box 2390 Sun Valley, Idaho 83353	\$10,000.00
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