

07 MAR 1983  
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**CERTIFICATE OF LIMITED PARTNERSHIP**

**OF**

**GRUNIG AUTOMOTIVE REPAIR AND BODY SHOP, LIMITED PARTNERSHIP**

We, the undersigned, desiring to form a limited partnership pursuant to the Idaho Limited Partnership Act as set forth in Sections 53-201, et. seq. of the Idaho Code, do hereby certify:

1. The name of the firm under which the partnership is to be conducted is Grunig Automotive Repair and Body Shop, Limited Partnership.

2. The character of the business entitled to be transacted by the partnership shall be as follows: Automobile body repair and painting.

3. The location of the principal place of business shall be at 750 Samuel, City of Pocatello, County of Bannock, State of Idaho.

4. The name and address of the Registered Agent for service of process is as follows: Richard W. Grunig, 2116 Diane Lane, Pocatello, Idaho, 83201.

5. The name, business address and place of residence of the General Partner interested in the partnership is as follows:

<u>Name</u>	<u>Business Address</u>	<u>Place of Residence</u>
Richard W. Grunig	750 Samuel Pocatello, ID 83201	2116 Diane Lane Pocatello, ID 83201

6. The name, business address and place of residence of the Limited Partner interested in the partnership is as follows:

<u>Name</u>	<u>Business Address</u>	<u>Place of Residence</u>
Brian W. Grunig	750 Samuel Pocatello, ID 83201	1900 W. Quinn, #118 Chubbuck, ID 83202

7. 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 is as follows:

Richard W. Grunig, General Partner: Cash, none; real property, buildings and equipment \$150,000.00.

Brian W. Grunig, Limited Partner: Cash, none; Limited Partner's contribution shall be restricted to his time and skill necessary to the ongoing operation of the partnership business. Limited Partner has not agreed to contribute any additional cash or property as capital for use of the partnership.

8. Capital contributions by the General Partner are restricted to the real property, buildings and equipment listed above. Future contributions shall be at the discretion of the General Partner. There is no provision for contribution of capital by the Limited Partner.

9. The Limited Partner may not substitute an assignee as a Limited Partner in his place; but, the person or persons entitled by rule or by interstate laws, as the case may be, shall succeed to all the rights of the Limited Partner as a substituted Limited Partner.

10. The partnership shall exist for an indefinite period, commencing the 1<sup>st</sup> day of January, 1986. The partnership may be terminated or dissolved by operation of law; at any time designated by the General Partner; or, at the close of the month following the qualification and appointment of the Personal Representative of the General Partner, if deceased. The Limited Partner may terminate his membership at any time. Upon dissolution or termination of the partnership, for any reason, liabilities of the partnership shall first be paid, after which payment shall be made to the partners in the following order (1) to the Limited Partner for any sum that he may be entitled by way of his capital contributions, if any, and/or his share of profits, if any; (2) to the General Partner for such sums as may be due, if any, other than for capital and profit (3) to the General Partner for any amount that he may be entitled to receive as interest on his capital contributions and as profit; and, (4) to the General Partner for his capital contributions.

11. Provisions for distribution of profits: Income from the operation of the business shall be applied first to the payment of ordinary and necessary business expenses for continued


operation of the business; and, second, to payment of the encumbrances against the real property, buildings and equipment belonging to the General Partner. After making the payments for these monthly obligations, from the net profits a sum up to, but not to exceed, One Thousand Two Hundred Dollars (\$1,200.00) shall be paid to the Limited Partner. The remaining profits, if any, are to be paid to the General Partner.

12. At the discretion of the General Partner, liabilities of the partnership may be paid, after which the Limited Partner shall be paid any profits to which he may be entitled, and the remaining capital and profits distributed to the General Partner.

13. The partnership shall terminate upon the withdrawal of either partner.

IN WITNESS WHEREOF, the undersigned have executed this Certificate this 15<sup>th</sup> day of January, 1987.

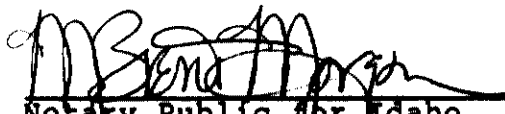
  
Richard W. Grunig, General Partner

  
Brian W. Grunig, Limited Partner

STATE OF IDAHO )  
COUNTY OF BANNOCK )

On this 15<sup>th</sup> day of January, 1987, before me, a Notary Public in and for said County and State, personally appeared Richard W. Grunig and Brian W. Grunig, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they 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.

  
Notary Public for Idaho  
Residing at Pocatello, Idaho  
My Commission Expires: 7/7/92

(SEAL)