

CERTIFICATE OF
LIMITED PARTNERSHIP

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The undersigned, desiring to establish a limited partnership pursuant to the Uniform Limited Partnership Act as set forth in Title 53, Chapter 2, of the Idaho Code, hereby make the following Certificate:

1. The name of the limited partnership shall be the Garoutte Family Limited Partnership.
2. The general character of the business of the partnership shall be the rental of real property.
3. The name and address of the registered agent for service of process is: Helen Afton Garoutte, 1022 Chamberlin, Boise, Idaho 83706.
4. The names and addresses of the general partner and limited partners are:

<u>Name</u>	<u>Residence</u>
General Partner:	
Helen Afton Garoutte	P.O. Box 5203 Boise, Idaho 83705
Limited Partners:	
Norman Dale Garoutte	Qtrs K NUWES Keyport, Washington 98345
Clarice Lavonne Miner	6418 Ustick Road Boise, Idaho 83704

5. The amount of cash and the value of other property
(the value of which has been agreed upon among the partners)
contributed by each partner is as follows:

<u>Partner</u>	<u>Value of Property Contributed</u>	<u>Description of Property Contributed</u>
(A) Helen Afton Garoutte, General Partner	\$ 37,500.00	(1) A 50% undivided interest in that prop- erty commonly referred to as the "Eagle Prop- erty" (a full and accu- rate legal description of the Eagle Property is attached a Schedule A);
	22,250.00	(2) A 50% undivided interest in that 400- acre tract of land in McCone County, Montana, commonly referred to as the "Montana Property" (a full and accurate description of the Montana Property is at- tached as Schedule B);
Total	<u>\$59,750.00</u>	
Helen Afton Garoutte's property contributed as a proportion of total property contributed to partnership:	44.00%	

Partner	Value of Property Contributed	Description of Property Contributed
(B) Norman Dale Garoutte, Limited Partner	\$18,750.00	(1) A 25% undivided interest in that property commonly referred to as the "Eagle Property (a full and accurate description of the Eagle Property is attached as Schedule A);
	11,125.00	(2) A 25% undivided interest in that 400- acre tract of land in McCone County, Montana, commonly referred to as the "Montana Property"
		(a full and accurate legal description of the Montana Property is attached as Schedule B);
	7,135.00	(3) A 50% undivided interest in those mineral interests commonly referred to as the "Montana mineral interests" (a full and accurate legal description of the Montana mineral interests is attached as Schedule C).
Total	<u>\$37,010.00</u>	
Norman Dale Garoutte's property contributed as a proportion of total property contributed to partnership:	28.00%	

<u>Partner</u>	<u>Value of Property Contributed</u>	<u>Description of Property Contributed</u>
(C) Clarice Lavonne Miner, Limited Partner	\$18,750.00	(1) A 25% undivided interest in that property commonly referred to as the "Eagle Property (a full and accurate description of the Eagle Property is attached as Schedule A);
	11,125.00	(2) A 25% undivided interest in that 400- acre tract of land in McCone County, Montana, commonly referred to as the "Montana Property" (a full and accurate legal description of the Montana Property is attached as Schedule B);
	7,135.00	(3) A 50% undivided interest in those mineral interests commonly referred to as the "Montana mineral interests" (a full and accurate legal description of the Montana mineral interests is attached as Schedule C).
Total	<u>\$37,010.00</u>	

Clarice Lavonne Miner's
property contributed as
a proportion of total
property contributed to
partnership:

28.00%

6. There is no agreement for additional contributions
to be made by either the general partner or the limited partners.

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7. The partnership interest of a limited partner may be transferred or assigned only with the prior written consent of the general partner. Such consent may not be unreasonably withheld by the general partner but in no event shall be given unless:

(a) The assignment is of the limited partner's whole partnership interest;

(b) The assignee shall execute and deliver to the general partner an agreement, in a form satisfactory to the general partner, to be bound by the terms and conditions of this Agreement and such other documents consistent therewith as the general partner shall deem appropriate; and

(c) The terms of such assignment shall specify the end of an annual calendar quarter as the effective date thereof.

An assignee of the partnership interest of the limited partner, pursuant to an assignment consented to by the general partner and in all other respects in compliance with this Agreement, shall be admitted as a substituted limited partner upon his payment of the reasonable costs, if any, of effecting such admission.

After the limited partner has requested written consent to transfer or assign his partnership interest, the partnership shall have the right to purchase the limited partner's interest within ninety (90) days under the following terms and conditions:

(a) If a limited partner requests consent for transfer or assignment of his limited partnership interest within three years from the date of this Agreement, the partnership

shall have the right to purchase the limited partner's interest for the total sum represented by 70 percent (70%) of the capital account of that Limited Partner at the date of purchase.

(b) If a limited partner requests consent for transfer or assignment of his limited partnership interest after three years from the date of this Agreement, the partnership shall have the right to purchase the limited partner's partnership interest for 100 percent (100%) of the transferor Limited Partner's capital account.

This right to purchase shall be exercised in the sole discretion of the general partner. If the general partner fails to exercise the rights under the terms of this section, the limited partner may transfer or assign his interest in accordance with the terms and conditions of this Agreement.

If a limited partner requests consent for transfer or assignment of his limited partnership interest, and the general partner fails to exercise the first right to purchase set forth above, any partner, general or limited, shall have the right to purchase the limited partner's partnership interest within sixty (60) days following the failure of the general partner to exercise the right to purchase for the amount represented by 100 percent (100%) of the transferor Limited Partner's capital account. The limited partner seeking to transfer or assign his limited partnership interest shall transfer such interest to the first partner, general or limited, making such offer.

8. The general partner shall have the right, at any time, to withdraw from the partnership. Upon such withdrawal by

the general partner, the partnership shall not dissolve. Upon such withdrawal, the personal representative as appointed in the General Partner's Last Will and Testament shall serve as the successor temporary General Partner subject to the terms of the partnership agreement. Such personal representative shall serve as the temporary General Partner until such time that a majority of the Limited Partners agree in writing as to whom shall serve as the new General Partner. However, if the Limited Partners do not so agree in writing within a period of one year as to the identity of the new General Partner, then the partnership shall dissolve and terminate. The amount the limited partners shall pay to the General Partner for the General Partner's partnership interest shall be the percentage of the fair market value of the partnership equal to the General Partner's percentage interest in profits of the partnership.

The limited partner shall have the right, at any time, to withdraw from the partnership. Upon the voluntary withdrawal of the limited partner, the partnership shall pay to the limited partner for the limited partner's partnership interest the amount reflected in the capital account of the limited partner.

9. Any right of a partner to receive distributions of property, including cash, from the limited partnership is determined by reference to the drawing accounts. Individual drawing accounts shall be maintained for each partner. All withdrawals by a partner shall be charged to his drawing account.

Withdrawals during the year shall be limited to such reasonable amounts as the general partner, in her sole discretion, shall reasonably determine.

10. Any right of a partner to receive, or of a general partner to make, distributions to a partner which include a return of all or any part of the partner's contribution is determined by reference to the drawing accounts. Individual drawing accounts shall be maintained for each partner. All withdrawals by a partner shall be charged to his or her drawing account. Withdrawals during the year shall be limited to such amounts as the General Partner, in her sole discretion, shall reasonably determine.

11. The happening of the following event will cause the limited partnership to be dissolved and its affairs wound up:

(a) voluntary dissolution by the partners.

12. The partnership has only one general partner. Upon the withdrawal of the General Partner, the person named as personal representative by the General Partner's Last Will and Testament shall serve as the successor temporary General Partner, subject, however, to the terms of the partnership agreement. Such person shall serve as the temporary General Partner until such time that a majority of the Limited Partners agree in writing as to who shall serve as the new General Partner. However, if the Limited Partners do not so agree in writing within a period of one year as to the identity of the new General Partner, the partnership shall dissolve and terminate.


13. No limited partner has a right or a priority over other limited partners as to contributions or as to compensation by way of income.

14. The general partner is given the right to admit additional limited partners when and under such conditions as the general partner, in her sole discretion, shall reasonably determine.

IN WITNESS WHEREOF, we have hereunto set our hands this 18th day of December, 1987.


Helen Afton Garoutte
General Partner


Norman Dale Garoutte
Limited Partner


Clarice Lavonne Miner
Limited Partner

STATE OF IDAHO

County of Ada

) ss.
)

I, MARGARET R. HO, a notary public, do hereby certify that on this 18th day of December, 1987, personally appeared before me HELEN AFTON GAROUTTE, known or identified to me, who, being by me first duly sworn, declared that she is the person who signed the foregoing document and that the statements therein contained are true.

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

Margaret R. Ho
Notary Public for Idaho
Residing at Bene Idaho
Commission Expires 11/12/92

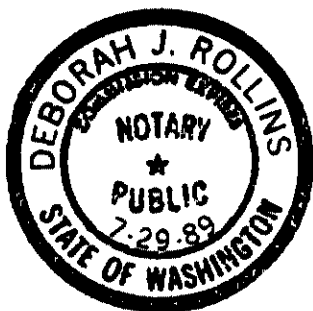
STATE OF WASHINGTON

County of Kitsap

) ss.
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I, Deborah J. Rollins, a notary public, do hereby certify that on this 28th day of December, 1987, personally appeared before me NORMAN DALE GAROUTTE, known or identified to me, who, being by me first duly sworn, declared that he is the person who signed the foregoing document and that the statements therein contained are true.

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



Deborah J. Rollins
Notary Public for Washington
Residing at Bremerton
Commission Expires 7/29/89

Witnesses to a signature only.
Advice herein sought nor rendered.

STATE OF IDAHO

County of Ada

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) ss.
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I, MARGARET R. No, a notary public, do hereby certify that on this 17th day of December, 1987, personally appeared before me CLARICE LAVONNE MINER, known or identified to me, who, being by me first duly sworn, declared that she is the person who signed the foregoing document and that the statements therein contained are true.

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

Margaret R. No
Notary Public for Idaho

Residing at Boise Idaho

Commission Expires 11/12/92

Schedule A

Commencing at a point in the line between Sections Seven and Eight, 18.25 chains South of the corner of Sections Five, Six, Seven and Eight in Township Four North, of Range One East of the Boise Meridian, in Ada County, Idaho; thence, South $47^{\circ} 30'$ West, 138.6 feet along North bank of the Dry Creek ditch; thence North 77° West, 76 feet to a point; thence North parallel to the East line of Section Seven, 760 feet to a point; thence West parallel to the North line of Section Seven, 427.24 feet to a point; thence North $1^{\circ} 15'$ West 75.9 feet to a point; thence North $7^{\circ} 45'$ East 453.42 feet to a point in the North line of said Section Seven; thence West along the North line of said Section Seven to the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section Seven; thence, South to the Southwest corner of the Northeast Quarter of the Northeast Quarter of said Section Seven; thence East to the Southeast corner of the Northeast Quarter of the Northeast Quarter of said Section Seven; thence North 118.8 feet more or less to the place of beginning, excepting therefrom the property described in that certain deed in favor of D. F. Rash, recorded in Book 160 of Deeds at Page 58, Records of Ada County, Idaho. Also except Canal and Ditch Rights-of-way.

Schedule B

T. 23 N., R. 45 M.P.M.

Sec. 20: S $\frac{1}{2}$ of NE $\frac{1}{4}$, SE $\frac{1}{4}$

Sec. 21: S $\frac{1}{2}$ of NW $\frac{1}{4}$, N $\frac{1}{2}$ of SW $\frac{1}{4}$

Schedule C

T. 22 N., R. 46 E., M.P.M.

Sec. 1: SW 1/4 of the NW 1/4, NW 1/4 of the SE 1/4
Sec. 2: SE 1/4 of the NW 1/4, S 1/2 of the NE 1/4
N 1/2 of the SE 1/4, NE 1/4 of the SW 1/4

T. 23 N., R. 46 E., M.P.M.

Sec. 13: N 1/2, E 1/2 of the SW 1/4, N 1/2 of the SE 1/4
Sec. 14: E 1/2 of the NE 1/4, SW 1/4 of the NE 1/4
E 1/2 of the SW 1/4, NW 1/4 of the SE 1/4
Sec. 19: S 1/2 of the S 1/2
Sec. 20: SE 1/4 of the SW 1/4
Sec. 21: All
Sec. 22: W 1/2, SE 1/4, S 1/2 of the NE 1/4
Sec. 23: S 1/2 of the SW 1/4, NW 1/4 of the SW 1/4
Sec. 24: SW 1/4 of the NE 1/4, NW 1/4 of the SE 1/4,
NW 1/4
Sec. 26: W 1/2
Sec. 27: N 1/2, N 1/2 of the S 1/2, SW 1/4 of the
SW 1/4, SE 1/4 of the SE 1/4
Sec. 28: All
Sec. 29: N 1/2, N 1/2 of the SW 1/4, NW 1/4 of
the SE 1/4
Sec. 30: Lots 1, 2, 3 and 4, E 1/2 of W 1/2,
NE 1/4, N 1/2 of the SE 1/4, SW 1/4 of the SE 1/4
Sec. 31: NW 1/4 of the NE 1/4, N 1/2 of NW 1/4
Sec. 33: NW 1/4, NE 1/4 of SW 1/4
Sec. 35: NE 1/4 of NW 1/4