



Department of State.

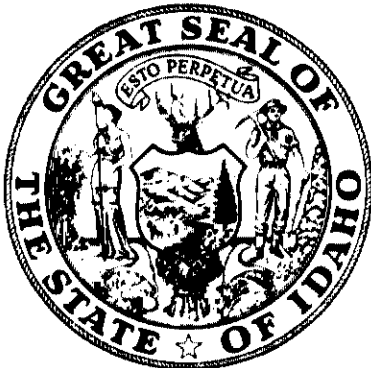
**CERTIFICATE OF REGISTRATION
OF**

R.H.G. FINANCIAL CUSO LIMITED PARTNERSHIP

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of an Application of **R.H.G. FINANCIAL CUSO LIMITED PARTNERSHIP** for Registration in this State, duly signed and verified pursuant to the provisions of the Idaho Limited Partnership Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Registration to **R.H.G. FINANCIAL CUSO LIMITED PARTNERSHIP** to transact business in this State under the name **R.H.G. FINANCIAL CUSO LIMITED PARTNERSHIP** and attach hereto a duplicate original of the Application for Registration.

Dated **June 6, 1985**



Pete T. Cenarrusa

SECRETARY OF STATE

by: _____

**APPLICATION FOR REGISTRATION OF
FOREIGN LIMITED PARTNERSHIP**

To the Secretary of State of the State of Idaho:

Pursuant to the provisions of Chapter 2, Title 53, Idaho Code, the undersigned Limited Partnership hereby applies for registration to transact business in your State, and for that purpose submits the following statement:

1. The name of the limited partnership is R.H.G. Financial CUSO
Limited Partnership
2. The name which it shall use in Idaho is R.H.G. Financial CUSO
Limited Partnership
3. It is organized under the laws of Colorado
4. The date of its formation is May 1985, 1985.
5. The address of its registered or principal office in the state or country under the laws of which it is organized is 1888 South Jackson Street, Suite 906, Denver, Colorado 80210.
6. The name and street address of its proposed registered agent in Idaho are CT Corporation
System, 300 N. 6th Street, Boise, Idaho 83701.
7. The general character of the business it proposes to transact in Idaho is:
to conduct the business and perform the functions of a CUSO as
described in Regulation 701.27 of the National Credit Union
Administration and any functions ancillary thereto.
8. The names and business addresses of its partners are (must be completed only if not included in the certificate of limited partnership):

Name	General or Limited	Address
<u>R.H.G. Financial</u>	<u>General</u>	<u>1888 South Jackson Street</u>
<u>Services Corporation</u>		<u>Suite 906</u>
		<u>Denver, Colorado 80210</u>
<u>Ralph H. Grills,</u>	<u>Limited</u>	<u>1888 South Jackson Street</u>
<u>Jr.</u>		<u>Suite 906</u>
		<u>Denver, Colorado 80210</u>

(continued on reverse)

8. (Continued)

Name	General or Limited	Address

9. This Application is accompanied by a copy of the certificate of limited partnership and amendments thereto, duly authenticated by the proper officer of the state or country under the laws of which it is organized.

Dated 25 May, 19 85.

R.H.G. FINANCIAL CUSO Limited Partnership
R.H.G. FINANCIAL SERVICES CORPORATION
By [Signature]
Ralph H. Grills, President
A General Partner

STATE OF Colorado)
COUNTY OF Denver) ss:

I, NANCY L. SAGG, a notary public, do hereby certify that on this
25 day of May, 19 85, personally appeared
before me Ralph H. Grills, Jr., who being by me first duly sworn,
declared that he is a President of the R.H.G. Financial CUSO Limited
Partnership,

that he signed the foregoing document as a general partner of the limited partnership and that the statements therein contained are true.

[Signature]
Notary Public

MY Commission Expires: 14 June 1988

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LIMITED PARTNERSHIP AGREEMENT
AND
CERTIFICATE OF LIMITED PARTNERSHIP
OF
R.H.G. Financial CUSO Limited Partnership

THIS LIMITED PARTNERSHIP AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP is made and entered into at Denver, Colorado effective the 13th day of May, 1985, by and between R.H.G. FINANCIAL SERVICES CORPORATION, a Colorado business corporation, as the General Partner, and all of those parties who shall execute this Agreement and be admitted to this Partnership as Limited Partners as defined herein, including Ralph H. Grills, Jr. as the first Limited Partner. The term "Partners" as used in this Agreement shall include the General and Limited Partners.

W I T N E S S E T H:

The parties hereto desire to form a Limited Partnership for the purposes and upon the terms and conditions set forth herein pursuant to the 1981 Uniform Limited Partnership Act, as codified in Colorado Revised Statutes Sections 7-62-101 et seq., 1973 as Amended, and for this purpose mutually agree, certify and state as follows:

1. Name, Partnership Office and Agent for Service of Process. The business of the Partnership shall be conducted under the name and style of R.H.G. FINANCIAL CUSO LIMITED PARTNERSHIP and its principal office shall be at 1888 South Jackson Street, Suite 906, Denver, Colorado 80210, or at such other location as later may be selected by the General Partner. The General Partner shall notify the Limited Partners in writing by certified mail of any change of such location within thirty (30) days of such change, and shall promptly cause an

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amendment to this Certificate of Limited Partnership to be filed in the appropriate office in the State of Colorado to reflect such change. The Partnership's agent for service of process shall be Ralph H. Grills, Jr., whose address is 1888 South Jackson Street, Suite 906, Denver, Colorado 80210.

2. Character, Purpose and Powers of the Partnership.

(a) Character and Purpose. The general character of the business of the Partnership shall be to conduct the business and perform the functions of a CUSO as described in Regulation 701.27 of the National Credit Union Administration, and any functions ancillary thereto, including but not limited to the contracting for and purchase of automobile maintenance service warranty contracts for members and customers of the Limited Partners, but in no event shall this Partnership act as a credit union; the performance of various administrative services for National Automobile Warranty Corporation with respect to such contracts pursuant to a separate agreement between the Partnership and National Automobile Warranty Corporation; and the undertaking and carrying on of all activities necessary or advisable in connection with such business, all upon such terms and conditions as the General Partner, in its absolute discretion, deems to be in the best interest of the Partnership.

(b) Powers. The Partnership shall have the power to do any and all things necessary or desirable in the conduct of its business to the same extent and as fully as a natural person doing business as a sole proprietor, including but not limited to the power, by acting through its General Partner, to borrow such funds and execute such instruments as may be necessary or appropriate to accomplish its business purposes, and to conduct business in all such jurisdictions as the General Partner

determines it is advisable for the Partnership to conduct business. In no event shall the Partnership have the powers of a credit union.

3. Limited Partners. Federally-chartered and state-chartered credit unions and other entities shall be eligible to be Limited Partners of the Partnership. Each Limited Partner shall purchase one (1) Limited Partnership Unit. The General Partner shall amend this Agreement and Certificate from time to time as necessary to reflect the admission of new Limited Partners.

4. Term. The term of the Partnership shall begin upon the filing of a Certificate of Limited Partnership in the office of the Secretary of State of Colorado. The Partnership shall have perpetual life from the date hereof, and shall continue unless terminated as provided in this Agreement or by operation of law.

5. Capital.

(a) Initial Capital Contributions.

(i) Capital Contributions of the General Partner. The General Partner shall contribute to the capital of the Partnership the sum of One Hundred Dollars (\$100.00), payable on demand by the Partnership. In addition, the General Partner shall at all times be obligated to contribute to the capital of the Partnership on demand an amount equal to one percent (1%) of all capital contributions of all Limited Partners in excess of Ten Thousand Dollars (\$10,000.00).

(ii) Capital Contributions of the Limited Partners. Each of the Limited Partners shall purchase

one (1) Limited Partnership Unit in accordance with the provisions of Paragraph 3, at a purchase price of Ten Dollars (\$10.00) per Limited Partnership Unit. The purchase price for each Limited Partnership Unit shall be paid in cash upon execution of the Partnership Agreement by the Limited Partner.

(b) Limited Partnership Units. Each Limited Partner will receive one (1) Partnership Unit for its \$10.00 capital contribution. Each Limited Partner's Unit shall be represented by a Certificate of Participation.

(c) Additional Capital Contributions. Except as provided in Paragraph 5(a) above, the Partnership shall have no right to demand contributions to the capital of the Partnership from any of its Partners. Any contribution to the Partnership by a Partner in excess of the amount agreed upon as set forth in Paragraph 5(a) shall be deemed a loan to the Partnership at 12% interest per annum.

(d) Capital Accounts. A capital account for each Partner shall be maintained in the books and records of the Partnership. The account of each Partner shall be credited with such Partner's capital contributions and such Partner's share of Partnership income, and shall be charged with its share of Partnership losses for federal income tax purposes and all distributions from the Partnership.

6. Partners' Distributive Shares of Profits, Losses, and Available Funds.

(a) Allocation of Profits, Losses, and Funds Available for Distribution. For each Accounting Period, all income, profits, gains and losses of the Partnership (including

tax credits, if any), and all "Funds Available for Distribution" as defined in Paragraph 6(c) below shall be allocated ten percent (10%) of the funds received for warranty contracts to the Limited Partner and all other profits and losses, if any, to the General Partner.

(b) Accounting Period. As used herein, the term "Accounting Period" shall mean that accounting period or periods during a fiscal year of the Partnership elected to be used to determine the allocation of profits and losses of the Partnership to the Partners under the Internal Revenue Code of 1954, as amended (hereinafter the "Internal Revenue Code"). The Partnership's income, profit, gain and loss (including tax credits, if any) shall be determined for each Accounting Period using such methods of accounting as the General Partner determines to use for federal income tax purposes.

(c) Funds Available for Distribution. As used herein, "Funds Available for Distribution" for any Accounting Period shall mean all funds earned by the Partnership from all sources during such Accounting Period, whether or not received by the Partnership during such Accounting Period, less expenses of every kind incurred during such Accounting Period, including but not limited to liabilities of the Partnership (but exclusive of cash distributed to the Partners pursuant to Paragraph 6(e) herein), less such reasonable reserves for the business needs of the Partnership as the General Partner in its sole discretion may from time to time set aside.

(d) Allocations Ratios for Limited Partners. For each Accounting Period, the allocation among the Limited Partners of their aggregate share of profits, losses, tax credits and Funds Available for Distribution of the Partnership shall be determined as follows:

(i) Allocation Among Limited Partners. Income, profit, gain and loss (including tax credits, if any) and Funds Available for Distribution attributable to such Accounting Period shall be allocated among Limited Partners in the ratio which the net Warranty Contract payments received by National Automobile Warranty Corporation on all warranty contracts issued to the members and customers of each Limited Partner during such Accounting Period bears to the total Warranty Contract payments received by National Automobile Warranty Corporation on all warranty contracts issued to members and customers of all Limited Partners during such Accounting Period.

(e) Distribution. Distributions of the Partnership's Funds Available for Distribution allocable to any Accounting Period shall be made at such time as the General Partner in its sole discretion shall determine, but in all events a distribution of the Partnership's Funds Available for Distribution shall be made at least annually.

7. Salaries, Drawings and Interest on Capital Contributions. Except as herein provided and except for the right of Limited Partners to receive their share of Funds Available for Distribution pursuant to Paragraph 6 above, and subject to the provisions of Paragraph 9(c) herein, no Limited Partner (not including the General Partner) shall receive any salary, drawings or reimbursement for services rendered on behalf of the Partnership in its capacity as a Limited Partner, nor shall any Partner receive any interest on its contribution to the capital of the Partnership. The General Partner and its officers shall be entitled to reasonable compensation for

services rendered to the Partnership. The General Partner shall be entitled to draw against its earnings from time to time as it shall deem appropriate.

8. Other Business Ventures. Each and every Partner may engage in and possess an interest in other business ventures of every kind and nature; and neither the Partnership nor the other Partners shall by virtue of this Agreement have any rights, direct or indirect, in or to such other ventures.

9. Rights, Powers, Restrictions and Duties of the General Partner. The Partners agree that the General Partner shall have or be subject to the following rights, powers, restrictions and duties in connection with the conduct of the business of the Partnership:

(a) General Authority. The General Partner shall have the right, power and authority to perform acts on behalf of the Partnership and to execute all documents on behalf of the Partnership.

(b) Sale of Partnership Units. The General Partner, on behalf of the Partnership, shall promptly undertake to sell, in such manner as it deems appropriate and consistent with the provisions of this Agreement, additional Partnership Units to eligible entities at a purchase price of Ten Dollars (\$10.00) per Unit, and to admit the purchasers of such Units in accordance with the provisions of this Agreement. Each of the parties hereto specifically consents to the admission of such parties as Additional Limited Partners.

(c) Management and Control of the Partnership. The General Partner shall have the sole and exclusive control of the conduct, operation and management of the business of the Partnership. The General Partner shall manage the

affairs of the Partnership in a prudent and businesslike fashion and shall use its best efforts to carry out the purposes and character of the business of the Partnership. The General Partner shall devote such time as it deems necessary to the management of the business of the Partnership. The General Partner, on behalf of the Partnership, shall proceed to undertake all acts necessary or desirable in connection with the business of the Partnership. It is expressly understood and agreed by the Partners that any agreements, contracts or other arrangements may be made, in the absolute discretion of the General Partner, with parties who are or may be affiliated with the General Partner, or the General Partner acting independently from its relationship to the Partnership as General Partner, or any other person, firm or organization.

(d) Powers of the General Partner. The General Partner shall have all necessary powers to carry out the purposes and business of the Partnership and shall possess all the powers and rights of a partner in a partnership without limited partners, except as otherwise provided by law or expressly provided in this Agreement. Without limiting the foregoing, in addition to any other rights and powers which the General Partner may possess, the General Partner shall have all specific rights and powers required or appropriate to the management of the business of the Partnership (and only the General Partner shall have these rights and powers), including the following:

(i) To contract for and purchase warranty contracts from National Automobile Warranty Corporation, warranting members and customers of the Limited Partners, and their families, upon such terms as the General Partner, in its absolute discretion, deems to be in the best interests of the Partnership;

(ii) To make such automobile maintenance warranty contracts available to those Limited Partners electing to sponsor such warranty programs for their members or customers; and

(iii) To contract with National Automobile Warranty Corporation to perform certain administrative services on behalf of National Automobile Warranty Corporation with respect to such warranty contracts, including claims administration, enrollment and general correspondence.

(e) Conflicts of Interest. The General Partner, for and on behalf of the Partnership, may employ or otherwise deal directly or indirectly with itself, its officers and directors or other Partners without the prior written consent of all Partners, and it may employ or otherwise deal with any Partners or any person, firm or corporation in which such Partners may be shareholders, officers, directors or Partners, or may have a direct or indirect interest, under such arrangements or contracts as would generally be acceptable if negotiated in an arm's length transaction, and any party to such arrangements or contracts (including any Partner) shall be entitled to reasonable fees, commissions and compensation from the Partnership.

(f) Reimbursements to General Partner. The Partnership shall reimburse the General Partner for any expenditures of its own funds for Partnership purposes in connection with the formation, operation and winding up of the Partnership, including any expenditures made by the General Partner in connection with any administrative proceedings involving the Partnership's income tax returns.

(g) Indemnification and Liability of General Partner. The Partnership shall indemnify the General Partner against any claim or liability incurred by it in connection with the business of the Partnership, provided that the General Partner was acting in good faith and was not grossly negligent or guilty of willful misconduct with respect to the act for which indemnification is sought. Any amount paid to indemnify the General Partner, however, shall be paid out of Partnership assets only and Limited Partners shall not be liable for such amounts to be paid to the General Partner, except to the extent of any amount of capital contributions of a Limited Partner that is due and owing to the Partnership and remains unpaid. Neither the Partnership nor any Partner shall have any claim against the Partner based upon or arising out of any act or omission of the General Partner, provided that the General Partner was acting in good faith and was not grossly negligent or guilty of willful misconduct.

10. Rights, Powers, Restrictions and Duties of the Limited Partners. The Partners agree that the Limited Partners shall have or be subject to the following rights, powers, restrictions and duties in connection with the conduct of the business of the Partnership:

(a) No Participation in Management. No Limited Partner shall participate in the management or control of the Partnership's business.

(b) Limitation on Limited Partner's Liability for Losses. Subject to the provisions of Colorado Revised Statutes Section 7-62-303 of the Colorado Uniform Limited Partnership Act of 1981, the liability of any Limited Partner for obligations of the Partnership shall be limited to the aggregate amount of its capital

contribution. None of the Limited Partners shall have any personal liability to contribute money or other property to, or in respect of liabilities or obligations of, the Partnership.

(c) Limited Partner's Addresses Available. Each Limited Partner or its representative, upon request to the General Partner, shall have the right to examine and copy, at its expense, the complete list of names and addresses of all other Limited Partners.

(d) Right of Withdrawal. A Limited Partner shall have the right to withdraw from the Partnership and terminate its Limited Partnership interest upon sixty (60) days written notice to the General Partner. Upon any such withdrawal and termination of a Limited Partner's interest in the Partnership, the Partnership shall pay to the withdrawing Limited Partner an amount equal to the withdrawing Limited Partner's initial capital contribution to the Partnership under Paragraph 5(a)(ii) above, plus the withdrawing Limited Partner's share of Funds Available for Distribution allocable through the close of the Partnership's fiscal year. No Limited Partner shall have the right to demand or receive property other than cash in return for its Limited Partnership Interest, and no Limited Partner, upon withdrawal, shall have priority over any other Limited Partner with respect to its capital account.

(e) General Partner's Right of Redemption. The General Partner shall have the authority, on behalf of the Partnership and in the General Partner's sole discretion, to redeem the Limited Partnership Unit of any Limited Partner, by giving written notice of its intent to redeem to the Limited Partner. Any such redemption shall be effective as of the end of the month in which the General

Partner gives notice of redemption to the Limited Partner, and upon such redemption, the Partnership shall pay to the redeemed Limited Partner an amount equal to the redeemed Limited Partner's initial capital contribution to the Partnership under Paragraph 5(a)(ii) above, plus the redeemed Limited Partner's share of Funds Available for Distribution allocable through the close of the Partnership's fiscal year.

11. Admission of New Limited Partners. New additional Limited Partners may be admitted into the Partnership at any time upon the written approval of the General Partner and upon the terms and conditions set forth in this Agreement.

12. No Assignment of Limited Partner's Interest. A Limited Partner may not assign or sell its Limited Partnership Unit under any circumstances.

13. Banking. All funds of the Partnership shall be deposited in its name and in such bank account or accounts as shall be designated in writing by the General Partner. No funds of the Partnership shall be commingled with the funds of any other person or entity. All withdrawals therefrom may be made as determined by the General Partner.

14. Books and Records.

(a) Inspection of Records. The Partnership shall maintain full and accurate books and records in the office described in Paragraph 1 hereof, which books and records shall include all records required to be kept at such office by the Colorado Uniform Limited Partnership Act of 1981. All Partners and their designated representatives shall be permitted access to all records of the Partnership at all reasonable times and shall be entitled to make copies thereof at their expense. The General

Partner shall have no obligation to mail to Limited Partners copies of Certificates of Limited Partnership or any amendments thereto.

(b) Reports. The General Partner shall have prepared by the Partnership's certified public accountant and distributed, upon request, to all Partners within seventy-five (75) days after the end of each fiscal year of the Partnership, all information necessary for the preparation of the partners' federal and state income tax returns.

15. Fiscal Year. the fiscal year of the Partnership shall end on December 31 of each year.

16. Change in Form or Capacity of a Limited Partner. The Partnership shall not be dissolved by the bankruptcy, assignment for the benefit of creditors, liquidation, dissolution or voluntary withdrawal of any Limited Partner, or by a redemption of any Limited Partner's Partnership Unit by action of the General Partner.

17. Termination and Dissolution.

(a) Events Giving Rise to Termination. In addition to any other causes provided by law, the Partnership shall terminate and shall be dissolved at the will of the General Partner upon written notice to the Limited Partners.

(b) Distribution of Proceeds. Upon the occurrence of an event of dissolution, the liabilities of the Partnership shall be paid in the following order:

(i) Creditors. To creditors of the Partnership, except Partners, in the order of priority as provided by law;

(ii) Partners as Creditors. To Partners as creditors other than with respect to capital;

(iii) Funds Available for Distribution. Any Funds Available for Distribution attributable to the Accounting Periods ending on or before the termination of the Partnership shall be distributed to the Partners in accordance with Paragraph 6 hereof; and

(iv) Capital. Any remaining assets of the Partnership shall be distributed to the Limited Partners in the ratio which the capital account of each Partner bears to the Capital accounts of all Partners. The General Partner shall contribute to the capital of the Partnership such amount as may be required to enable the Partnership to return to all of the Limited Partners their initial capital contributions to the Partnership under Paragraph 5(a)(ii) above.

(c) Distribution in Event of Dissolution. A Partner shall not be entitled to demand or to receive Partnership property other than cash, and no distributions in dissolution of the Partnership shall be made to a Partners until all liabilities of the Partnership have been satisfied and all contributions owing to the Partnership from such Partner have been made by such Partner.

18. Certificate of Limited Partnership; Power of Attorney in the General Partner. The Limited Partners hereby appoint the General Partner as their true and lawful attorney and

agent, with full power of substitution and with full power and authority in the name, place and stead of the Limited Partners to execute, swear to, acknowledge, file and record the following instruments in the appropriate public offices (i) the Limited Partnership Agreement, including counterparts thereof and amendments thereto; (ii) all certificates and other instruments which the General Partner deems appropriate to qualify and continue the Partnership as a Limited Partnership; (iii) all instruments which the General Partner deems appropriate to reflect a change or modification in the Partnership in accordance with the terms and conditions of the Limited Partnership Agreement; (iv) all other filings with agencies of state and federal government or any other jurisdiction which the General Partner deems appropriate to carry out the business of the Partnership; and (v) all instruments which the General Partner deems appropriate to reflect the dissolution and termination of the Partnership. This Power of Attorney specifically authorizes the General Partner to appoint substitutes at its discretion, and such substitutes shall have the same power and authority to act in the name, place and stead of the Limited Partners as does the General Partner. This Power of Attorney shall be deemed to be coupled with an interest and shall survive any change in legal form or capacity of any Limited Partner, and shall bind the Limited Partners' successors and assigns.

19. Notices. Unless otherwise specified in a writing sent to the Partnership, the addresses of the General Partner and of the Limited Partners for all purposes shall be as set forth in this Agreement. Any notices or demands required to be given hereunder or by law shall be sent by certified mail to such addresses.

20. Titles, Headings and Captions. All titles, headings and captions in the paragraphs and sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement.

21. Benefits and Amendments. All rights and remedies of the Partners hereunder shall inure to the benefit of their successors and assigns, but only to the extent provided in this Agreement. This Agreement embodies the entire understanding between the Partners and it cannot be altered, enlarged, supplemented, abridged, modified, nor any provisions waived unless mutually agreed upon in writing by all of the Partners.

22. Severable Provisions. Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Limited Partnership Agreement effective as of the day and year first above written.

GENERAL PARTNER

Signature of General Partner: Business Address:

R.H.G. FINANCIAL SERVICES
CORPORATION

By: 
Its President

R.H.G. Financial Services
Corporation
1888 South Franklin
Suite 906
Denver, Colorado 80210

STATE OF COLORADO)
CITY AND) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this
13 day of May, 1985, by Ralph H. Grills, Jr., President of
R.H.G. Financial Services Corporation.

My commission expires:

June 14, 1988

Nancy J. Lipp
Notary Public

R.H.G. FINANCIAL CUSO LIMITED PARTNERSHIP
LIMITED PARTNER'S SIGNATURE PAGE
AND
POWER OF ATTORNEY

The undersigned hereby purchases one (1) Limited Partnership Unit in R.H.G. FINANCIAL CUSO LIMITED PARTNERSHIP, a limited partnership organized pursuant to the Colorado Uniform Limited Partnership Act of 1981, and agrees to pay as the purchase price for such Limited Partnership Unit the sum of Ten Dollars (\$10.00).

The undersigned understands that, upon acceptance hereof and the filing of appropriate documents, the undersigned agrees to be bound by all the terms and conditions contained in the Limited Partnership Agreement of the Partnership as amended from time to time in accordance with its terms. The undersigned hereby irrevocably constitutes and appoints the General Partner of the Partnership as its attorney and true and lawful agent with full power of substitution and with full authority and power in its name, place and stead to execute, swear to, acknowledge, file and record in the appropriate public offices; (i) the Limited Partnership Agreement, including counterparts thereof and amendments thereto; (ii) all certificates and other instruments which the General Partner deems appropriate to qualify and continue the Partnership as a Limited Partnership; (iii) all instruments which the General Partner deems appropriate to reflect a change or modification in the Partnership in accordance with the terms and conditions of the Limited Partnership Agreement; (iv) all other filings with agencies of state and federal government or any other jurisdiction which the General Partner deems appropriate to carry out the business of the Partnership; and (v) all instruments which the General Partner deems appropriate to reflect the dissolution and termination of the Partnership. This Power of Attorney specifically authorizes the General

Partner to appoint substitutes at its discretion, and such substitutes shall have the same power and authority to act in the name, place and stead of the undersigned as does the General Partner. This Power of Attorney shall be deemed to be coupled with an interest and shall survive any change in legal form or capacity of the undersigned, and shall bind the undersigned's successors and assigns.

DATED: May 13, 1985.

Signature of Limited Partner: Business Address:

Ralph H. Grills Jr.
Ralph H. Grills Jr.

1888 S. Jackson St., Suite 906
Denver, Colorado 80209

STATE OF COLORADO)
CITY AND) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 13 day of May, 1985, By Ralph H. Grills, Jr.

My commission expires:

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Nancy D. Lapp
Notary Public