

CERTIFICATE OF LIMITED PARTNERSHIP
FOR
MOTEL COWBOY MUSIC LIMITED PARTNERSHIP

STATE OF IDAHO)
) ss.
County of Ada)

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The undersigned, desiring to form a limited partnership pursuant to the laws of the State of Idaho certify as follows:

1. The name of the limited partnership: Motel Cowboy Music Limited Partnership.
2. The general character of its business: To produce, distribute and sell an album, "Famous Motel Cowboy Songs by Pinto Bennett."
3. The name and address of the registered agent for Service of Process: Fred R. "Pinto" Bennett, 145 1/2 North 13th Street, Mountain Home, Idaho 83647.
4. The names and business addresses of the partners:

Fred R. Pinto Bennett, General Partner
P. O. Box 400
Mountain Home, Idaho 83647

John Cristobal, Limited Partner
960 E. 16th N.
Mountain Home, Idaho 83647

Jon Mellen, Limited Partner
Route 1, Box 1092
Fairfield, Idaho 83227

5. The amount of cash and description of the agreed value of the other property contributed by each partner:

<u>Name</u>	<u>Cash</u>
Fred R. Bennett	\$ 5,000.00
John Cristobal	\$ 5,000.00
Jon Mellen	\$ 5,000.00

No tangible personal property was contributed to the

Partnership. The General Partner has and will contribute his labor and talents for the production and distribution of the above described album.

6. The times at which or events on the happening of which any additional contributions are to be made: No partner is required to contribute additional capital to the Partnership.

7. Any power of a Limited Partner to grant the right to become a Limited Partner to an assignee of any part of his partnership interest and, the terms and conditions of the power: No Limited Partner can assign his interest in the Partnership or his right to become a partner except with the express written consent of the General Partner.

8. If agreed upon, 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: The Partnership will terminate upon either November 30, 1986, or the sale of 2000 tapes or 500 albums by the Partnership, whichever event shall first occur. A Partner may not terminate his membership in the Limited Partnership prior to these events. Upon termination, the assets, including but not limited to cash, shall be distributed in accordance with the Limited Partnership Agreement.

9. Any right of a Partner to receive distributions of property, including cash from the Limited Partnership: Revenues are to be distributed one-third to the General Partner and one-third to each Limited Partner.

10. Any right of a Partner to receive, or of a General Partner to make, distributions to a Partner which include a return or all or any part of the Partner's contribution: See Paragraph 9, above; Also the General Partner is required to repay to the Limited Partner their capital contributions, if the revenues of the Partnership are insufficient to repay their capital contributions.

11. Any time at which or events upon the happening of which the Limited Partnership is to be dissolved and its affairs wound up: See Paragraph 8 above.

12. Any right of the remaining General Partners to continue the business on the happening of an event of withdrawal of a General Partner: Not applicable as the Partnership has only one General Partner.

DATED this 25th day of July, 1985.


Fred R. Bennett


John Cristobal


Jon Mellen

STATE OF IDAHO)
County of Ada) ss.

On this 25th day of July, 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared FRED R. BENNETT, known or identified 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.

Bruce L. Thomas
Notary Public for Idaho
Residing at: Boise, Idaho

STATE OF IDAHO)
County of Ada) ss.

On this 5th day of August, 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN CRISTOBAL, known or identified 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.

Bruce L. Thomas
Notary Public for Idaho
Residing at: Boise, Idaho

STATE OF IDAHO)
County of Ada) ss.

On this 5th day of August, 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared JON MELLEN, known or identified 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.

Bruce L. Thomas
Notary Public for Idaho
Residing at: Boise, Idaho