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CERTIFICATE OF LIMITED PARTNERSHIP  
FOR SHEEP MOUNTAIN LIMITED PARTNERSHIP  
(I.C.A. 53-208)

The undersigned general and limited partners do hereby execute this certificate of limited partnership in accordance with the provisions of Section 53-208 of the Idaho Code:

1. The name of the limited partnership is: Sheep Mountain Limited Partnership.

2. The general character of its business is: The ownership and management and leasing of real property and the transaction of any other business allowed by Idaho law.

3. The name and address of the registered agent for service of process required to be maintained by Section 53-204 of the Idaho Code is: Reed L. Moss, Attorney at Law, of the firm of Petersen, Moss, Olsen, Meacham & Carr, 485 "E" Street, Idaho Falls, Idaho 83402 (208) 523-4650.

4. The name and business address of each partner is as follows:

GENERAL PARTNERS

BUSINESS ADDRESS

Alden L. Stewart

P. O. Box 42755  
Las Vegas, NV 89116  
c/o Paul Judd

Harold P. Stewart

P. O. Box 42755  
Las Vegas, NV 89116  
c/o Paul Judd

LIMITED PARTNERS

BUSINESS ADDRESS

Andy Lee Bailey

P. O. Box 652  
Thayne, WY 83127

5. 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:

<u>General Partners</u>	<u>Percent of Interest</u>	<u>Cash Contributions</u>	<u>Date of Contribution</u>
Alden L. Stewart	45 percent	\$ 2,250.00	10/6/89
		\$27,000.00	12/15/89
		\$15,750.00	1/15/90

Harold P. Stewart	45 percent	\$ 2,250.00	10/6/89
		\$27,000.00	12/15/89
		\$15,750.00	1/15/90

Limited Partner

Andy Lee Bailey	10 percent	\$ 500.00	10/6/89
		\$6,000.00	12/15/89
		\$3,500.00	1/15/90

6. The times at which or events on the happening of which any additional contributions by each partner are to be made: Section 2.2 of the Limited Partnership Agreement provides that other contributions will be made as the partners may agree.

7. The powers 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 that power are as follow: In accordance with the partnership agreement, a limited partner, except for transfers to his parents, brothers, sisters, spouse, children, limited partners, or a trust for the benefit of the foregoing, may not transfer his interest until such interest has been first offered to the partnership for purchase, and such offer has been declined by the partnership as set forth in the partnership agreement.

8. Termination of Partnership Interest:

a. No right is granted to a limited partner to terminate his membership or withdraw his capital contribution except upon dissolution and winding up of the partnership.

b. A general partner may withdraw from the partnership only if there is a remaining general partner or if the withdrawing general partner appoints a successor general partner in accordance with the partnership agreement.

c. Upon termination the property shall be distributed in accordance with the following priorities.

- i. To creditors other than partners.
- ii. To limited partners who are creditors.
- iii. To general partners who are creditors.
- iv. To all partners according to their percentage of ownership in the partnership

9. Rights to receive property: No partner has a right to receive distribution of property or cash other than his share of profits, as stated in the partnership agreement.

10. Right to made distribution: No partner will receive, nor shall any general partner make, distributions to a partner which include a return of any partner's contribution except upon the termination of the partnership.

11. Dissolution: The partnership is to be liquidated and dissolved and its business wound up upon the earliest to occur of the following events:

- a. Termination of the partnership under the terms of the partnership agreement or by law;
- b. The determination by the partners that the partnership should be dissolved;
- c. Insolvency or bankruptcy of the partnership; or
- d. The sale of all, or substantially all, of the partnership's assets.

12. Business continuation: The partnership will continue in the event a general partner withdraws. Upon the event of a withdrawal of the last remaining general partner, the partnership shall dissolve unless the remaining partners elect a new general partner as provided by the agreement or applicable law.

DATED this 6 day of OCTOBER, 1989.

Alden L. Stewart  
Alden L. Stewart

Harold P. Stewart  
Harold P. Stewart  
"General Partners"

Andy Lee Bailey  
Andy Lee Bailey  
"Limited Partner"

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