

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
AUTO TOWN LIMITED PARTNERSHIP

We, the undersigned, desiring to form a limited partnership pursuant to the Uniform Limited Partnership Act set forth in Title 53, Chapter 200, of the Code of the State of Idaho, do hereby certify:

1. The name of the firm under which the partnership is to be conducted is Auto Town Limited Partnership.

2. The character of the business intended to be conducted is that of buying, selling and consigning of automobiles, trucks, motor homes, and other products, as well as the painting, body work, and detailing thereof.

3. The location of the principal place of business shall be 1595 W. Broadway, Idaho Falls, Idaho. The name and address of the registered agent for service of process is Howard Mead, 1595 W. Broadway, Idaho Falls, Idaho.

4. The name and business address of the general partner interested in the partnership is as follows:

<u>Name</u>	<u>Address</u>
Howard Mead	1595 W. Broadway Idaho Falls ID 83402

The name and business address of the limited partner interested in the partnership is as follows:

<u>Name</u>	<u>Address</u>
Michael Fox	229 E. Woodruff Idaho Falls, ID 83401

5. The partnership shall exist for nine months, commencing April 1, 1987.

6. The amount of cash and a description and the agreed value of the other property contributed by the limited partner is as follows: \$500. The amount of cash and a description and the agreed value of the other property contributed by the general partner is as follows: \$ 10,000.00.

7. Limited partner may make such additional contributions to the capital of the partnership as may from time to time be agreed by the partners.

8. The share of the profits or the other compensation by way of income that the limited partner shall receive by reason of his contribution is as follows:

30% of the gross profit from the sale of all cars and trucks.

35% of the gross profit from all other related sales of automotive nature which limited partner originates.

30% of the gross profit from detailing and related work.

50% of the gross profit from any paint or body work in which limited partner personally performs the labor.

9. The limited partner has no right to substitute as assignee a limited partner in his place.

10. The partnership term commences April 1, 1987, and shall end on (1) the dissolution of the partnership by operation of law, (2) dissolution at any time designated by general partner, for no cause, or (3) dissolution on December 31, 1987. Limited partner shall not be entitled to the return of any capital contribution to the partnership. In the event this partnership is terminated by general partner, the consignment of vehicles held by the partnership, as well as the trade-ins connecting therewith, shall be liquidated and the profits divided between the partners as set forth above. In the event that this agreement is terminated by limited partner, all of said consignment vehicles and trade-ins shall remain with general partner and limited partner shall have no interest in said vehicles and shall not be entitled to any profits upon their sale.

In witness whereof, the undersigned have executed this certificate this 1st day of April, 1987.

  
Howard Mead

  
Michael Fox