

CERTIFICATE OF LIMITED PARTNERSHIP

OF

Nov 29 9 09 AM '88
SECRETARY OF STATE

BANAP GROUP, A LIMITED PARTNERSHIP

THE PARTIES HERETO, do hereby certify that this Agreement was made effective as of the 1st day of May, 1988, at Ketchum, Idaho, by and between THOMAS B. PEIZER as General Partner; and MELISSA B. PEIZER, ERIN ASHLEY ANDREWS, LAUREN NATALIE PEIZER, and BAILEY ALEXANDRA PEIZER as Limited Partners.

WITNESSETH:

The parties hereto do hereby form this Limited Partnership pursuant to the provisions of the laws of the State of Idaho, on the following terms and conditions:

1. NAME

The firm name of this Limited Partnership shall be BANAP Group, a Limited Partnership.

2. BUSINESS

The general nature of the Partnership business shall be to engage in general merchandising, leasing and to sell, buy, encumber, lease and invest and reinvest in real and personal properties.

3. PRINCIPLE PLACE OF BUSINESS AND REGISTERED AGENT

The principle place of business of the Partnership shall be 400 Sun Valley Rd. Ketchum, ID, or such other place as the Partnership shall determine. The registered agent is Tom Peizer, 400 S.V. Rd. Ketchum, ID.

4. THE PARTNERS

The names and places of residence of each member of the Partnership are as follows:

See Exhibit "A" attached hereto.

5. TERM

The Partnership shall begin on the 1st day of May, 1988, and shall continue until dissolved by the bankruptcy, resignation or expulsion of the General Partner or until dissolved by law or by agreement of the parties hereto.

6. ORIGINAL CAPITAL

The original capital of this Partnership shall be composed of the amounts shown in Exhibit "A" attached hereto, which each party contributes as set opposite his respective name.

7. CAPTIAL INTEREST ACCOUNTS

Two accounts shall be maintained for each partner: a "Drawing Account" and a "Capital Interest Account." Each Partner's Drawing Account shall consist of his distributive share of the Partnership profits, less losses and withdrawals, and less transfers to his Capital Interest Account. The Capital Interest Account of each Partner shall be the percentage of the original capital hereinabove set forth opposite his name. Additions to the original Capital Interest Account shall be by (i) additional contributions by the Partners, and (ii) transfers from his Drawing Account. In no event shall his Capital Interest Account be increased by either method without the agreement of all Partners.

The original Capital Interest Account of each Partner may be decreased by (i) distributions in reduction of his Capital Interest Account and (ii) his share of Partnership losses in accordance with the Limited Partnership Act of Idaho which are in excess of the balance in his Drawing Account. Any decrease in the Capital Interest Account of each Partner shall be approved by all Partners. In the event a Partner has overdrawn his

Drawing Account, he will be notified and must pay the amount of such overdraft into the Partnership within Sixty (60) days.

8. WITHDRAWAL

A Limited Partner may withdraw from the Partnership without financial detriment upon giving Sixty (60) days' notice in writing to the other Partners. The remaining Partners may elect within such period to dissolve the Partnership. If no such election is made, the withdrawing Partner shall be paid the fair value of his Partnership interest in the manner and as herein determined as of the close of the month in which said Sixty (60) days' notice expires. The value of the Partnership interest shall be paid by the Partnership in cash, stock and/or property, as decided upon by the majority vote of the General Partners over a period not to exceed Fifteen (15) years, in relatively equal annual payments with interest on the unpaid balance at the rate of Five Percent (5%) per annum.

The value of a Limited Partner's interest in the Partnership shall be determined by appraisal of the Partnership assets, including good will, if any, as of the date of withdrawal. In making the appraisal there shall be taken into account the Capital Account of the withdrawing Partner, credits or debits in such Partner's Drawing Account and such Partners' proportionate share of net income or net loss of the Partnership realized to the date of the appraisal, unless reflected in the Drawing Account.

The appraisal shall be made by an appraiser selected by the unanimous agreement of all the Partners, including the withdrawing Partner. All costs of appraisal shall be paid by the withdrawing Partner. If no unanimous agreement can be reached as to the value of the withdrawing Partner's interest, the matter shall be settled by arbitration as provided in paragraph 17.

9. ASSIGNMENTS

A Limited Partner shall have power to assign his interest in the Partnership. An assignee of a Limited Partner shall not have the right to become a substitute Limited Partner except upon consent of all the Partners.

10. PROFITS

All net profits of this Partnership shall be divided among the General Partners and the Limited Partners in the same proportions as the Partner's Capital Interest Account. In the event of the withdrawal of one of the Limited Partners the remaining Partners shall participate in the net profits of the Partnership in the same proportions as their Capital Interest accounts bear to each other after adjustment to reflect the withdrawal.

11. WITHDRAWAL OF PROFITS

At the end of each accounting year of the Partnership, and at such other times during the year as a Partner shall demand such distribution by informing the other partners of such desire Thirty (30) days in advance of such withdrawal date, each Partner shall have the right to withdraw his respective share of the net earnings of the Partnership; provided that after such payment is made, the Partnership assets are in excess of all liabilities of the Partnership, except liabilities to Limited Partners on account of their contribution and to the General Partners.

If the share of the profits of any Partner is not withdrawn by said Partner, said amounts shall not constitute capital contributions to the Partnership unless agreed upon by all of the Partners. Any profits not withdrawn by any Partner shall not draw interest as loans to the Partnership except upon mutual agreement of all of the Partners.

12. SALARIES TO GENERAL PARTNERS

Salaries shall be paid to the General Partners and Drawing Accounts shall be established for all Partners as follows:

Each of the General Partners shall receive a salary for services to be rendered by him and these salaries shall be treated and deducted as an expense in determination of net profits and losses of the business. The amount of the salary to be paid to each of the General Partners shall be determined by the majority consent of all General Partners.

13. GENERAL PARTNERS

The General Partners shall have all the rights and powers and be subject to all the restrictions and liabilities of a partner in a partnership without the limited partners. Without the written consent or ratification of the Limited Partners, the General Partner shall have no authority to:

- (a) Do any act in contravention of this Certificate of Limited Partnership.
- (b) Do any act which would make it impossible to carry on the ordinary business of the Partnership.
- (c) Confess judgement against the Partnership.
- (d) Possess Partnership property or assign his rights in specific Partnership property for other than a Partnership purpose.
- (e) Admit a person as a General Partner.
- (f) Admit a person as a Limited Partner.

14. LIMITED PARTNERS

A Limited Partner shall become liable as a General Partner if, in addition to the exercise of his rights and powers as a Limited Partner, he takes part in the control of the business.

15. BANKING

All checks, moneys, rents and other funds received for the Partnership shall be deposited in its name in a Partnership account or accounts maintained at such bank as the Partners by mutual agreement shall determine.

16. BOOKS

The Partnership books shall be maintained at the principal place of business of the Partnership or at such other place as a majority of all General Partners may designate and each General and Limited Partner shall, at all times, have access thereto. The books shall be closed and balanced at the end of each accounting year. Upon demand, a General or Limited Partner shall have true and full information of all things affecting the Partnership and may require a formal accounting of Partnership affairs whenever circumstances render it just and reasonable.

17. ARBITRATION

All disputes and questions whatsoever which shall arise either during the term of the Partnership or afterward between the Partners or their respective representatives or between any of the Partners and representatives of the other Partners relating to this agreement or the construction or application thereof, or on any account, valuation of assets, dividends or liabilities distributed hereunder, or any other matter in any way relating to the Partnership business or the rights, duties and liabilities of any person hereunder shall be referred to a single arbitrator, if the parties agree upon him.

In the event the parties cannot agree upon a single arbitrator, then the matter shall be submitted to a board of arbitrators to be selected as follows: Each party shall select one arbitrator, and these two arbitrators so chosen shall within Ten (10) days of their appointment appoint a third

arbitrator; and said arbitrators shall by majority decision within Thirty (30) days determine the matter in dispute. Such determination shall be binding upon the parties.

In the event either party is dissatisfied with the value or other matter so determined by arbitration, then resort may be had to the courts to determine the value or other matter in dispute; provided, however, that the action must be commenced within Forty Five (45) days from the time of the receipt of the notice of said determination of value or other matter in dispute by arbitration. In the event no court proceedings are filed within the said Forty Five (45) days, then the determination of the board of arbitration shall become final and binding upon the parties, their heirs and representatives.

IN WITNESS AND AGREEMENT, we have hereto signed as of the date above.

GENERAL PARTNER:

J. Reizer

LIMITED PARTNERS:

Melissa B. Reizer

Erin Ashley Andrews by J. Reizer, trustee

Sauren Natalie Reizer by J. Reizer, trustee

Bartley Alexandra Reizer by J. Reizer, trustee

WITNESS:

Aly E. V. [Signature]

ADDRESS:

P.O. Box 90, Ketchikan, ID 83340

EXHIBIT "A"

GENERAL PARTNER:	CONTRIBUTION:	PERCENTAGE OBLIGATION & INTEREST:
<u>THOMAS B. PEIZER</u> P.O. Box 1126, Sun Valley, ID 83353	\$ <u>10.00</u>	<u>1</u> %
LIMITED PARTNERS:		
<u>MELISSA BUCHANAN PEIZER</u> P.O. Box 1126, Sun Valley, ID 83353	\$ <u>247.50</u>	<u>24.75</u> %
<u>ERIN ASHLEY ANDREWS</u> P.O. Box 1126, Sun Valley, ID 83353	\$ <u>247.50</u>	<u>24.75</u> %
<u>LAUREN NATALIE PEIZER</u> P.O. Box 1126, Sun Valley, ID 83353	\$ <u>247.50</u>	<u>24.75</u> %
<u>BAILEY ALEXANDRA PEIZER</u> P.O. Box 1126, Sun Valley, ID 83353	\$ <u>247.50</u>	<u>24.75</u> %