

LIMITED PARTNERSHIP CERTIFICATE

R-D-M LIMITED PARTNERSHIP

THIS AGREEMENT, entered into this 14th day of March, 1985 by and between ROBERT LOPEZ, 1436 North Garfield, Pocatello 83204, DAVID J. LOPEZ, 6996 West 3500 South, West Valley City, Utah 84120, and MICHAEL L. LOPEZ, 1651 Gwen, Pocatello, Idaho 83204;

RECITALS:

ROBERT LOPEZ, the General Partner, is presently the owner and operator of a business operating under the name and style of the BILLIARD DEN in Pocatello, Idaho. In order to obtain additional capital for the continued operation of that business, ROBERT LOPEZ has requested contributions of capital from the Limited Partners, DAVID J. LOPEZ and MICHAEL L. LOPEZ.

NOW, THEREFORE, intending to establish a LIMITED PARTNERSHIP under the laws of the State of Idaho, the parties enter into the following agreement:

ARTICLE I.

Name of Partnership

1. The name of the Limited Partnership shall be the R-D-M LIMITED PARTNERSHIP.

2. The principal place of business of the Limited Partnership shall be at 1235 North Main, Pocatello, Idaho 83201, and its registered agent shall be ROBERT LOPEZ at the same address.

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ARTICLE II.

Character of Business

1. The character of the business to be conducted by the Limited Partnership shall be the bar business and all other legal enterprises associated therewith.

2. The Limited Partnership shall commence on the date of signing this Agreement and continue until dissolved by the events described in this Agreement.

ARTICLE III.

Partners

The names and business addresses of each partner, general and limited, are:

ROBERT LOPEZ, General Partner, 1436 North Garfield, Pocatello 83204,

DAVID J. LOPEZ, Limited Partner, 6996 West 3500 South, West Valley City, Utah 84120, and

MICHAEL L. LOPEZ, Limited Partner, 1651 Gwen, Pocatello, Idaho 83204.

ARTICLE IV.

Contributions

The amounts of cash and agreed upon value of other property contributed by each partner is as follows and the partners shall hold the percentage of interest in the partnership property, profits, and surplus noted next to their contributions. The General Partner's rights to receive his interest is subject to Article VII.

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ROBERT LOPEZ:	\$1,500.00	5%
DAVID J. LOPEZ:	\$4,700.00	40%
MICHAEL L. LOPEZ:	\$4,797.00	55%

Limited partners shall not be personally liable for any of the debts of the partnership or for any losses thereof beyond the amount agreed to be contributed by him, either in the form of cash or property under this Agreement to the capital of the Limited Partnership.

ARTICLE V.

Future Contributions

The General Partner may call for additional contributions and, should it become necessary to call for additional contributions, such call shall be made in good faith, and shall be reasonably necessary for the carrying out of the partnership business. No Limited Partner shall be obligated to satisfy any such call. Should any Limited Partner not agree to contribute the additional contribution call for, the Limited Partnership interest of such Limited Partner shall be diminished in an amount to be determined by the partners at that time.

ARTICLE VI.

Assignment of Limited Partnership Interest

There shall be no right or power granted to any Limited Partner to assign any part of his partnership interest.

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ARTICLE VII.

Distributions From the Partnership

The parties agree that, to the extent of their respective investments in the capital of the partnership, the Limited Partners shall have the prior right to receive distributions of cash from the partnership, over and above the right of the General Partner to such distributions.

The investment of the Limited Partners shall be repaid as soon as possible from the profits of the partnership, and shall take priority over the payment of any salary or draw or other distribution to the General Partner.

The General Partner shall have the right to distribution from the partnership only when all investments of the Limited Partners have been repaid.

ARTICLE VIII.

Dissolution of the Partnership


The partnership shall be dissolved upon the happening of any of the following events:


- A. Declaration of dissolution by one or both Limited Partners.
- B. Death or incapacity of the General Partner.
- C. Bankruptcy or insolvency of the partnership.
- D. The occurrence of any event under Idaho law which would cause dissolution of the partnership.

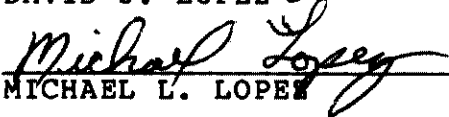
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IN WITNESS WHEREOF, the parties hereto have executed
this agreement on the date first above written.


ROBERT LOPEZ


DAVID J. LOPEZ


MICHAEL L. LOPEZ

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STATE OF IDAHO)
 : ss
County of Bannock)

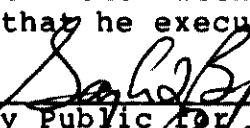
On this 14 day of MARCH, in the year of 1985, before me, a Notary Public in and for said state, personally appeared ROBERT LOPEZ, known or identified to me to be the person whose name is subscribed to the within or foregoing instrument, and acknowledged to me that he executed the same.



Notary Public for Idaho
Residing at Pocatello, Idaho

STATE OF Idaho)
 : ss
County of Bannock)

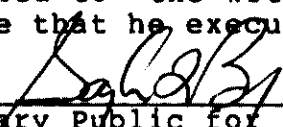
On this 14 day of MARCH, in the year of 1985, before me, a Notary Public in and for said state, personally appeared DAVID J. LOPEZ, known or identified to me to be the person whose name is subscribed to the within or foregoing instrument, and acknowledged to me that he executed the same.



Notary Public for
Residing at Pocatello, Idaho

STATE OF IDAHO)
 : ss
County of Bannock)

On this 14 day of MARCH, in the year of 1985, before me, a Notary Public in and for said state, personally appeared MICHAEL L. LOPEZ, known or identified to me to be the person whose name is subscribed to the within or foregoing instrument, and acknowledged to me that he executed the same.



Notary Public for Idaho
Residing at Pocatello, Idaho

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