

DEC 29 2 34 PM '83

SECRETARY OF STATE

CERTIFICATE OF LIMITED PARTNERSHIP

Higg's Long Valley Service Company, *limited partnership*

STATE OF IDAHO)
) ss.
County of Valley)

The undersigned being duly sworn depose and say that:

I.

NAME

The name of this Limited Partnership shall be: HIGG'S LONG
VALLEY SERVICE COMPANY, *limited Partnership as per Mike Howell*

II.

CHARACTER OF BUSINESS

This partnership has been formed to purchase and operate a
gas and service station and such other lawful businesses as may
be determined by the General Partner.

III.

REGISTERED AGENT

The name and address of the registered agent for service of
process shall be Dennis L. Higgins at P.O. Box 232, Donnelly, Idaho
83615.

IV.

PARTNERS

- A. GENERAL PARTNER: Dennis L. Higgins, P.O. Box 232,
Donnelly, Idaho 83615
- B. LIMITED PARTNERS: Hubert L. Higgins and E. Ruth Higgins,
husband and wife, P.O. Box 8567, Boise, Idaho 83707.

V.

CONTRIBUTIONS OF PARTNERS

- A. GENERAL PARTNER: \$12,000 cash and personal management
services.
- B. LIMITED PARTNERS: \$21,000 cash.

VI.

ADDITIONAL CONTRIBUTIONS

- A. GENERAL PARTNER: Ongoing personal services for management
of the business.
- B. LIMITED PARTNERS: No further contribution required.

VII.

RIGHT TO SELL OR ASSIGN

Limited Partners have full right to assign or sell their
interest in the Limited Partnership without the consent of the
General Partner.

VIII.

TERM OF THE PARTNERSHIP

The term of the partnership shall be the earliest of September
19, 2023 or until the disposition of all of the Partnership's assets

or upon the removal, resignation, death, adjudication of bankruptcy, insolvency or incompetency of the General Partner if no successor is selected by the Limited Partners. Upon dissolution, proceeds, after payment of debts and expenses of partnership, shall be applied and distributed as follows:

A. Repayment of advances or loans by Partners to the Partnership (if the amount available for repayment is insufficient, payment shall be pro rata in accordance with the amounts of such advances or loans, with Limited Partners paid in full first before General Partner).

B. To the Limited Partners and the General Partner as set forth in Paragraph IX below.

IX.

ALLOCATION AND DISTRIBUTIONS

All income, gains, losses and credits of the partnership shall be distributed 15% to the General Partner and 85% to the Limited Partners.

X.

RETURN OF CONTRIBUTIONS

Partners' contributions shall be returned only upon the termination of the partnership.

GENERAL PARTNER:


Dennis L. Higgins

LIMITED PARTNERS:

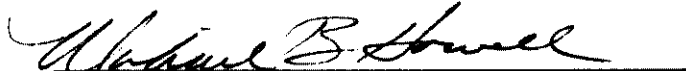

Hubert L. Higgins


E. Ruth Higgins

STATE OF IDAHO)
) ss.
County of Ada)

On this 29th day of December, 1983, before me a Notary Public in and for said State, personally appeared DENNIS L. HIGGINS, HUBERT L. HIGGINS and E. RUTH HIGGINS, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Notary Public for Idaho
Residing at Boise