

CERTIFICATE OF LIMITED PARTNERSHIP
OF
REXCO LIMITED PARTNERSHIP

The undersigned, desiring to form a limited partnership pursuant to the laws of the State of Idaho and being all the members of such limited partnership, having signed and sworn to this Certificate, certify as follows:

1. Name. The name of the limited partnership is the REXCO LIMITED PARTNERSHIP.

2. Business. The character of the business of the partnership is marina operations and all forms of the contracting and service business and related operations which are permitted by the laws of Idaho and the laws of Illinois.

3. Principal Place of Business. The location of the principal place of business of the partnership shall be at 318 - 5th Street, Lewiston, Idaho, or at such other place as may from time to time be designated by the general partner.

4. Names, Addresses and Designations of Partners. The general partner is:

REX, INC., an Idaho corporation
318 5th Street
Lewiston, Idaho 83501

The Limited Partners are:

Philip E. Peterson, 318 5th Street, Lewiston, Idaho
Marvin A. Peterson, 424 Melrose Blvd, Centralia, Illinois
62801
Joseph A. Peterson, 39 Marcel Drive, Central City, Illinois
62801

5. Powers of General Partners.

(a) The General Partner shall have power to manage all of the assets of the Partnership including, but not limited to, power to sell, exchange or otherwise dispose of the assets of the Partnership and power to mortgage, pledge or otherwise encumber any of such assets.

(b) The General Partner is expressly authorized to execute and deliver:

(i) All deeds, mortgages, deeds of trust,

assignments, leases, subleases and other agreements covering or affecting interests in the property of the Partnership.

(ii) All checks, drafts and other orders for the payment of partnership funds.

(iii) All other instruments of any kind or character relating to the affairs of the Partnership, whether like or unlike the foregoing.

6. Management Fee. There is no express provision for a management fee and it is anticipated that the partnership will employ a managing agent.

7. Term. The partnership shall commence on the date the certificate is filed and shall continue until terminated in the manner provided in the partnership agreement, upon the death of all limited partners or by agreement.

8. Contributions by Limited Partners. The contributions by the Limited Partners are:

CLASS A Limited partners:

Philip E. Peterson	\$20,000.00
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Class B Limited partners:

Marvin A. Peterson	\$15,000.00
Joseph A. Peterson	\$10,000.00

9. Contributions by General Partner. The contribution by the General Partner is:

REX, INC.	\$27,210.00
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10. Additional Contributions by Limited Partners. The limited partners are not required to make any additional contributions to the partnership.

11. Return of Contributions of Limited Partners. The time when the contributions of each limited partner are to be returned is upon termination and dissolution of the partnership.

12. Limited Partner's Share in Income. The net profits or net losses shall be credited or charged to the general and limited partners in the manner provided in the partnership agreement, with losses allocated first to Class A Limited Partners and profits charged back until losses are recovered and then allocated in proportion to the respective ratable share of the partnership.

13. Substitution of Limited Partners. Any limited partner may assign all or part of his or her interest in the partnership

to his or her immediate family without consent pursuant to paragraph 11(c) of the agreement or to any other person in compliance with paragraph 11(a), (b), (c) and (d) of the agreement, and such other person may thereafter become a substituted limited partner with respect to the assigned interest subject to (a) the assignment instrument being in form and substance satisfactory to the general partners, (b) acceptance and adoption in writing by the assignee of all of the terms and provisions of the agreement then in effect, (c) the consent of the general partners, (d) the execution and delivery to the general partners of such documents and the taking of such other action as the general partners shall reasonably deem necessary or advisable to cause such assignee to become a substituted limited partner and (e) the payment by such assignee of all reasonable expenses required by the general partners to be paid in connection therewith and generally meeting the requirements of §12 of the agreement.

14. Admission of Additional Limited Partners. Except as provided in paragraph 11, the partners have no right to admit additional limited partners.

15. Priorities Among Limited Partners. Class A limited partners are allocated losses up to basis and have profits credited to them until losses are recovered.

16. Continuation of Business. The business of the partnership will terminate upon death of all limited partners.

17. Right to Receive Property Other Than Cash. No limited partner is given the right to demand and receive property other than cash in return for his contribution, except that, upon dissolution of the partnership, if the general partner deems it in the best interests of the partnership, he may distribute assets of the partnership to the partners in kind in accordance with the provisions of paragraph 13 of the agreement.

18. Power of Attorney. The general partner has been delegated the power to sign any amendment to the certificate of limited partnership or the partnership agreement on behalf of all limited partners.

19. Registered Agent. The name and address of the registered agent, a resident of the state of Idaho, for the partnership is:

Philip E. Peterson
318 5th Street
Lewiston, Idaho 83501

IN WITNESS WHEREOF, the certificate is signed and sworn to
this 14th day of March, 1983.

LIMITED PARTNERS:

Philip E. Peterson
Philip E. Peterson

Marvin A. Peterson (MA)
Marvin A. Peterson

Joseph A. Peterson (PA)
Joseph A. Peterson

GENERAL PARTNER:

REX, INC., an Idaho
corporation

By: Philip E. Peterson
Philip E. Peterson,
President

Attest:

Jeanne R. Peterson
Jeanne R. Peterson,
Secretary

STATE OF IDAHO)
) ss.
County of Nez Perce)

On this the 14th day of March, 1983, before me, the under-
signed, a Notary Public in and for the said State, personally
appeared Philip E. Peterson, president, and Jeanne R. Peterson,
Secretary, of REX, INC., an Idaho corporation, general partner of
REXCO LIMITED PARTNERSHIP, personally known to me and
acknowledged that they executed the above instrument as their
free and voluntary act and verified the same as such officers and
on behalf of all limited partners as their agent pursuant to the
partnership agreement.

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

Kelly R. Roberts
Notary Public, State of Idaho