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CERTIFICATE OF LIMITED PARTNERSHIP

OF

ROSA GARCIA'S LIMITED PARTNERSHIP

THIS AGREEMENT dated as of June 25, 1990, between, BISCUITROOT PARK, INC., the General Partner, and the undersigned who are designated as the Limited Partners,

WITNESSETH:

WHEREAS, the parties hereto desire to form a limited partnership to carry on the business of investing in a business to be called ROSA GARCIA'S LIMITED PARTNERSHIP.

NOW, THEREFORE, it is agreed as follows:

1. FORMATION. The parties hereto do hereby form a limited partnership, hereafter known as the PARTNERSHIP pursuant to the provisions of the Uniform Limited Partnership Act of the State of Idaho.

2. NAME. The Partnership shall be conducted under the name and style of ROSA GARCIA'S LIMITED PARTNERSHIP, or if such name is not available, such other name as the General Partner shall select.

3. REGISTERED AGENT. The registered agent shall be John W. Sanders who resides at 3530 Country Club Drive, Lewiston, Idaho. The office of the registered agent shall be 301 D Street, Lewiston, Idaho.

4. BUSINESS. The business of the Partnership shall be to invest in and operate, as herein provided, the facility known as ROSA GARCIA'S, located at 645 West Pullman Road, Moscow, Idaho, and to do all things necessary or convenient in connection therewith.

5. CAPITAL. The beginning capital of the Partnership shall be \$35,000.00. The General Partner agrees to contribute to Partnership capital \$10,000.00. The Limited Partner agrees to contribute to Partnership capital \$25,000.00, and if there is more than one Limited Partner, the contributions of each shall be set forth opposite such Limited Partner's name at the end of this Agreement. In addition to the above, the capital account of any Partner may be increased at any time by additional contributions to capital by such Partner, upon approval by all the Partners. Additional Limited Partners may be admitted to the Partnership by amendment or amendments to this Agreement.

6. TERM. The term of the Partnership shall be from the date first above written to December 31, 2025, at which time the Partnership shall be dissolved. Provided, further, that the Partnership may be terminated at any time upon mutual agreement by all the Partners.

7. PARTNERS AND PARTNERSHIP INTERESTS.

A. Biscuitroot Park, Inc. is the General Partner. The Limited Partners are those names set forth at the end of this Agreement and designated as Limited Partners, together with any person, firm, corporation or other entity who may be admitted by Amendment of the Partnership Agreement as provided in Article 5 of this Agreement.

B. No partner shall withdraw from the Partnership nor may any Partner rightfully demand the return of his contribution except as provided in this Agreement.

C. No partner may assign his interest in the Partnership except that (1) with the consent of all of the Limited Partners, the General Partner may assign all of any part of its interest to an individual who is a citizen of the United States of America or to a business entity or tax exempt organization formed under the laws of the United States of America or any of them; and (2) with the consent of the General Partner and all of the Limited Partners, a Limited Partner may assign all or any part of his interest in the Partnership. Any partner is hereby empowered to grant the right to become a substituted or additional Limited Partner to any assignee of his interest in the Partnership, the assignment of which interest is made in accordance with the provisions of this Sub Paragraph C.

D. The death or legal disability of a Limited Partner shall not terminate the Partnership. The legal representative of such Limited Partner shall be entitled to such Limited Partner's share of the Partnership profits and shall be liable for such Limited Partner's liabilities as a Limited Partner, but shall not become a substitute Limited Partner except with the consent of the General Partner and all of the surviving Limited Partners.

8. PROFITS AND LOSSES.

A. The profits and losses shall be allocated and assets of the Partnership owned according to the percentage set forth opposite the names of each Partner at the end of this Agreement.

B. No Limited Partner shall be liable for any amount in excess of the amount he has agreed to contribute to Partnership capital.

C. If any Partner shall advance additional funds to the Partnership it shall be entitled to repayment thereof, together with interest thereon a rate not to exceed twenty percent (20%) per annum, and all Partners shall not be entitled to receive any cash disbursements until such repayment, except as provided in Paragraph D hereof.

9. ACTIVITIES OF LIMITED PARTNERS. The Limited Partners shall take no part in the conduct or control of the Partnership business and shall have no right or authority to act for or bind the Partnership. Limited Partners have no liability to creditors of the Partnership.

10. POWERS AND RIGHTS OF THE GENERAL PARTNERS.

A. The General Partner shall have the power to acquire property and to lease all or any portion thereof; to sell, assign or transfer for value all or any portion of the property of the Partnership; to borrow money and, as security therefor, to assign its leases or mortgages, hypothecate, mortgage, or pledge all or any part of its property; to obtain replacements of any such mortgage or mortgages; to repay, in whole or in part, refinance, recast, increase, modify or extend any mortgages affecting such property; to execute, acknowledge and deliver any and all instruments to effectuate the foregoing; to contract for the erection and construction of all facilities, agree to pay royalties

or license fees in connection therewith, and do all things necessary and convenient to accomplish the business of the Partnership; and to employ from time to time persons, firms or corporations in the operation of the partnership business, including without limitation accountants and attorneys, on such terms and for such reasonable compensation as it shall determine necessary. By way of an extension of the foregoing and not in limitation thereof, the General Partner shall, except as otherwise provided in this Agreement, have all the rights and powers granted by the Uniform Limited Partnership Act of the State of Idaho to General Partners.

B. Any of the Partners, General or Limited, may engage in and/or possess an interest in other business ventures of every nature and description, independently or with others, including but not limited to the ownership, financing, leasing, operation, management, syndication, brokerage and development of real and/or personal property; and neither the Partnership nor the Partners thereof shall have any rights in and to said independent ventures or the income or profits derived therefrom. The fact that a partner, General or Limited, or a member of his family, or an officer, director or stockholder of such Partner is employed by, or is directly or indirectly interested in or connected with, any person or firm employed by the Partnership to render or perform a service, including but not by way of limitation, the services referred to in subparagraph A of this Article, or with whom or which the Partnership may contract for the erection of facilities,

contract for the payment of royalties or license fees, or from whom or which the Partnership may buy merchandise or other property, shall not prohibit the General Partner from employing such person or firm or from otherwise dealing with it, provided such employment or other dealing is authorized under subparagraph A or B of this Article and provided the terms thereof are reasonable and fair to the Partnership, and neither the Partnership nor any of the Partners thereof shall have any rights in or to any income or profits derived therefrom. Nothing herein shall be deemed to authorize a Limited Partner to take part in the control or management of the business.

C. The General Partner shall conduct the operation and business of the Partnership in a good and worklike manner; however, neither General Partner nor Limited Partner shall be liable to any Partner or other person for any reason, including, but not limited to, advice given or statements made with respect to taxes, property values or other matters which shall prove to be inaccurate or erroneous, absent fraud or deliberate breach to the terms of this Agreement.

11. BANK ACCOUNTS. All funds of the Partnership shall be deposited in such bank account or accounts as shall be designated by the General Partners. Withdrawals from any such bank account shall be made upon such signature or signatures as the General Partners may designate.

12. RIGHTS OF CREDITORS. It is contemplated that the Partnership may borrow funds from one or more lenders and that such

loans will be serviced by receipts of the Partnership. It is anticipated that such lenders may require indemnification against the possibility that such receipts may be intercepted by virtue of a Federal income tax lien stemming from the delinquency of one or more Partners in the payment of his personal income taxes or any charge against a Partner for the benefit of a creditor of such Partner imposed by a court of competent jurisdiction. Accordingly, the Partners agree that if such a lien or charge is filed or imposed by a court of competent jurisdiction against the partnership interest or property of any Partner, the following steps shall be taken: the Partnership shall, in a written notice mailed to such Partner, notify him of such occurrence and grant him ten (10) days from the mailing of such notice in which to discharge the lien or charge and restore to the Partnership such intercepted receipts or other property of the Partnership claimed under court authority by a creditor, the General Partner shall purchase such Partner's interest and property in the Partnership upon the terms and conditions set forth in this Article, and such purchase shall be effective for all purposes by mailing to such Partner written notice of such acquisition accompanied by the payment, if any, provided in this Article; upon such mailing of notice and payment, such Partner's interest and property shall become the absolute property of the General Partner so purchasing it. The purchase price of such Partner's interest and property acquired pursuant to this Article shall be an amount equal to the balance then outstanding in such Partner's capital account less the amount

of any Partnership property or interest of said Partner subject to the aforesaid lien for taxes or claimed by such creditor.

13. FISCAL YEAR. The fiscal year of the Partnership shall be the calendar year.

14. DISTRIBUTION ON DISSOLUTION. Upon the dissolution and termination of the Partnership, the General Partner shall proceed to liquidate the Partnership property and wind up the Partnership business. Liquidation proceeds, in cash or in kind, shall be applied and distributed in the following order:

A. The payment of the debts and liabilities of the Partnership (other than those to the Partners on account of their capital contributions) and the expenses of liquidation and to the setting up of any reserves which the General Partner shall deem reasonably necessary for contingent or unforeseen liabilities or obligations of the Partnership. Said reserves shall be retained by the General Partner for the purpose of disbursing such reserves in payment of such contingent or unforeseen liabilities or obligations, and at the expiration of such period as the General Partner shall deem advisable the balance shall be distributed in the manner provided below.

B. To the payment to the Partners of any unpaid advances, together with interest thereon, referred to in subparagraph C of Article 8.

C. Any excess shall be distributed among the Partners according to the balances in such Partner's capital accounts, as



shown on the books and records of the Partnership; making no distinction between General and Limited Partners and no distinction between contributed capital and capital arising from the crediting of profits of the Partnership to the General or Limited Partner. No partner shall be required to make up a deficit for these purposes, and in the event of a deficit in one account, such excess shall be distributed proportionately among the remaining Partners who have a credit in their capital account.

A reasonable time shall be allowed for the orderly liquidation of the Partnership business and the discharge minimize the normal losses attendant upon such a liquidation.

General Partner shall furnish each Partner with a statement prepared by him showing the Partnership net income or loss and the manner in which the liquidation proceeds of the Partnership have been distributed.

Upon the dissolution of the Partnership a certificate of cancellation of the Partnership shall be duly executed and filed.

15. OFFICE. The Partnership shall maintain an office at 301 D Street, Lewiston, Idaho. It may also maintain an office at such other place or places as the Partners may from time to time determine.

16. NOTICE. All notices under this Agreement shall be in writing, duly signed by the Party giving such notice, and transmitted by certified or registered mail addressed as follows:

A. If given to the Partnership, addressed to the Partnership at 301 D Street, Lewiston, Idaho; or at such different address as the General Partner may from time to time designate.

B. If given to the General Partner, addressed to 301 D Street, Lewiston, Idaho or at such different address as it may from time to time designate by notice to the Partnership.

17. BOOKS, RECORDS AND REPORTS.

A. At all times during the continuance of the Partnership the General Partner shall keep, or cause to be kept, full and true books of account, in which shall be fully and accurately each transaction of the Partnership. Such books of account shall be kept and maintained in a manner consistent and in accord with the United States Partnership Returns of Income filed by the Partnership with the Internal Revenue Service. Such books of account, together with a certified copy of the certificate of limited partnership and any amendments thereto, shall at all times be maintained at the office of the Partnership and shall be open for the reasonable inspection and examination of the Partners or their duly authorized representatives.

B. Annual statements of account of the Partnership prepared by the General Partner shall be transmitted to each of the Partners. Within a reasonable period after the close of each fiscal year of the Partnership, a report shall be transmitted to each Partner indicating his share of the net income or loss of the Partnership for such year for Federal income tax purposes.

18. CHANGES TO BE IN WRITING. This Agreement may not be changed orally, but only amendments in writing.

19. BENEFIT. Except as herein otherwise provided to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

BISCUITROOT PARK, INC.

By *Beckenden*  
GENERAL PARTNER

By *Beckenden Ltd Part.*  
LIMITED PARTNER

STATE OF IDAHO           )  
                                  :SS.  
County of Nez Perce )

On this 2nd day of July, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared John W. Sanders known to me to be the President, or Vice-President or Secretary, or Assistant Secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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.

*Londa L Wilson*  
Notary Public in and for the  
State of Idaho, residing at  
Seesee therein.  
My Commission Expires: 2/15/93

STATE OF IDAHO           )  
                                  :SS.  
County of Nez Perce )

On this 2nd day of July, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared John W. Sanders, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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.

Jonda L. Wilson  
Notary Public in and for the  
State of Idaho, residing at  
Genesee therein.  
My Commission Expires: 2/15/93

PARTNERSHIP SCHEDULE

<u>General Partner</u>	<u>Investment</u>	<u>% of Ownership Profits &amp; Losses</u>	<u>Amend #1</u>	<u>Amend #2</u>
Biscuitroot Park, Inc.	10,000	50%	_____	_____
<u>Limited Partner</u>				
John W. Sanders	25,000	50%	_____	_____