

JUL 5 1984
RECORDER'S CERTIFICATE OF LIMITED PARTNERSHIP

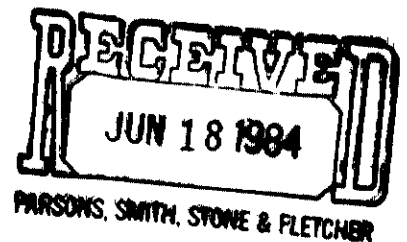
I, Richard A. Pence, the County Recorder
of Twin Falls County, Idaho, do hereby certify that the
attached Certificate of Limited Partnership of KINGS OF MAGIC
VALLEY was filed in the office of the County
Recorder of Twin Falls County, Idaho, on the 25th day of November,
1970.

This Certificate is executed at the request of the
named Partnership to enable it to provide the Secretary of State
a copy of the Certificate of Limited Partnership for filing,
pursuant to Idaho Code 53-267.

There have been no amendments to the Certificate of
Limited Partnership filed in this office.

DATED this 15th day of June, 1984.

Richard A. Pence
County Recorder of Twin Falls
County, Idaho.



CERTIFICATE OF LIMITED PARTNERSHIP

OF

KINGS OF MAGIC VALLEY

The parties do hereby certify that this agreement was made effective as of March 2, 1970 at Twin Falls, Idaho, among Hermon E. King and Russell H. Jensen, herein called the General Partners, and Hermon E. King, Russell H. Jensen, Wilbur F. Biermann, Robert Kulm, Gary Struhs, Alvan H. Stevenson, Howard Brown, Ellis Jensen, Earl N. Jensen, Ed Engert, Gary Dean Struhs Trust No. A. E. 101 and Jeffery Arnold Struhs Trust No. A. E. 101, herein called the Limited Partners.

WITNESSETH:

The parties hereto do hereby form this Limited Partnership on the following terms and conditions:

1. Name: The firm name of this Limited Partnership shall be Kings of Magic Valley.
2. Business: The general nature of the partnership business shall be to engage in the general mercantile business, both wholesale and retail, and generally to transact and do all manner of business relating thereto.
3. Principal Place of Business: The principal place of business of the partnership shall be in Twin Falls, Idaho, or at such other place or places as the partnership shall hereafter determine.
4. The Partners: The name and place of residence of each member of this Limited Partnership are as follows:

GENERAL PARTNERS:

PLACE OF RESIDENCE

Hermon E. King

Burley, Idaho

Russell H. Jensen

Burley, Idaho

LIMITED PARTNERS:PLACE OF RESIDENCE

| | |
|---|-------------------|
| Hermon E. King | Burley, Idaho |
| Russell H. Jensen | Burley, Idaho |
| Wilbur F. Biermann | Burley, Idaho |
| Robert Kulm | Twin Falls, Idaho |
| Gary Struhs | Twin Falls, Idaho |
| Alvan H. Stevenson | Nampa, Idaho |
| Howard Brown | Burley, Idaho |
| Ellis Jensen | Burley, Idaho |
| Earl N. Jensen | Jerome, Idaho |
| Ed Engert | Logan, Utah |
| Gary Dean Struhs Trust No. A. E. 101 | Twin Falls, Idaho |
| Jeffery Arnold Struhs Trust No. A. E. 101 | Twin Falls, Idaho |

5. Term: This partnership shall begin on the second day of March, 1970, and shall continue until dissolved by the death of a general partner or a change in ownership of a general partner's participating interest or until dissolved by law or by agreement of the parties hereto.

6. Original Capital: The original capital of this limited partnership shall be comprised of \$60,000.00 cash. Each of the parties contributes the percentages of said cash which appear listed opposite their respective names:

Respective Percentages of Capital ContributionGENERAL PARTNERS:PERCENTAGE OF INTEREST

| | |
|-------------------|-------|
| Hermon E. King | 2.00% |
| Russell H. Jensen | 2.00% |

LIMITED PARTNERS:PERCENTAGE OF INTEREST

| | |
|---|--------|
| Hermon E. King | 39.00% |
| Russell H. Jensen | 15.00% |
| Wilbur F. Biermann | 5.00% |
| Robert Kulm | 5.00% |
| Gary Struhs | 6.00% |
| Alvan H. Stevenson | 5.00% |
| Howard Brown | 5.00% |
| Ellis Jensen | 2.00% |
| Earl N. Jensen | 5.00% |
| Ed Engert | 5.00% |
| Gary Dean Struhs Trust No. A. E. 101 | 2.00% |
| Jeffery Arnold Struhs Trust No. A. E. 101 | 2.00% |

7. Capital Contribution Accounts: The initial capital contribution account of the General Partners and of each of the Limited Partners shall be the percentage of the original capital hereinabove set forth opposite his name. The capital contribution account of each partner shall consist of his initial capital contribution account increased by (1) additional contributions to his capital upon agreement of all partners, and (2) his share of partnership profits transferred to his capital contribution account upon agreement of all partners; and decreased by (1) his share of partnership losses in accordance with the Limited Partnership Act of Idaho, and (2) distributions to him in reduction of his partnership capital contribution accounts.

8. Withdrawal: A limited partner may withdraw from the partnership without financial detriment upon giving thirty 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 thirty

days notice expires. The value of the partnership interest shall be paid by the partnership in cash.

The value of a limited partner's interest in the partnership shall be determined by appraisal of the partnership assets, including goodwill, 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 partner's 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. If no unanimous agreement can be made, the appraisal shall be made by three appraisers, the first of whom shall be selected by the withdrawing partner, the second by the remaining partners and the third shall be selected by the first two appraisers.

9. **Assignments:** A limited partner shall have power to assign his interest in the partnership, provided, however, any assignee shall not become a substituted limited partner, except upon consent of all of 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 partners initial capital contribution accounts. 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 proportion as their initial capital contribution 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 fifteen 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 are 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:** The general partners shall receive such salaries as all the partners may from time to time determine. All salaries to partners shall be deducted from the net profits of the partnership, as expenses thereof, in determining the partners' distributive shares of the net profits.

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 Partners 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 judgment 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 Partner: 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. Death of General Partner: The death, retirement, insanity, bankruptcy, resignation, or expulsion of a general partner, or a change in ownership of the general partner's participating interest shall operate to dissolve this limited partnership.

16. 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 or banks as the partners by mutual agreement shall determine.

17. Books: The partnership books shall be maintained at the principal place of business of the partnership and each limited partner shall, at all times, have access thereto. The books shall be closed and be balanced at the end of each accounting year. Upon demand, a 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.

18. **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 partner 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 partners agree upon him; otherwise to a board of three arbitrators of whom one shall be selected by each party to the dispute and the third shall be selected by those two. And the decision and award of such single arbitrator or of any two of such board, as the case may be, shall be final and binding upon the said partners and their respective representatives.

IN WITNESS WHEREOF the partners have signed this Agreement.

GENERAL PARTNERS:

Herman E. King
Herman E. King

Russell H. Jensen
Russell H. Jensen

LIMITED PARTNERS:

Herman E. King
Herman E. King

Russell H. Jensen
Russell H. Jensen

Wilbur F. Biermann
Wilbur F. Biermann

Robert Kula
Robert Kula

Gary M. Struhs
Gary Struhs

Alvan H. Stevenson
Alvan H. Stevenson

Howard Brown
Howard Brown

Ellis Jensen
Ellis Jensen

Earl N. Jensen
Earl N. Jensen

Ed Engert
Ed Engert

Gary Dean Struhs Trust No. A. E. 101
Gary Dean Struhs Trust No. A. E. 101

Jeffery Arnold Struhs Trust No. A. E. 101
Jeffery Arnold Struhs Trust No. A. E. 101