

AUG 22 9 10 AM '83

SECRETARY OF STATE

CERTIFICATE OF LIMITED PARTNERSHIP

OF

JOHNSTARR, A LIMITED PARTNERSHIP

I

The name of the limited partnership shall be and is hereby designated as JOHNSTARR, A LIMITED PARTNERSHIP.

II

The general character of the business will be and is hereby designated as being a stocking distributor for all types of goods and for retailing goods.

III

The name and address of the registered agent for service of process required to be maintained by and pursuant to Idaho Code Section 53-204 is Starr Kelso, 923 Sherman Ave., Coeur d'Alene, Idaho 83814.

IV

The name and the business address of each partner (specifying separately the general partners and the limited partners are as follows:

1. General Partners

Starr Kelso
923 Sherman Ave.
Coeur d'Alene, Idaho 83814

John P.A. Johnson
923 Sherman Ave.
Coeur d'Alene, Idaho 83814

2. Limited Partners

Eileen Kelso
821 Best Ave.
Coeur d'Alene, Idaho 83814

Eddie Mancari
221 Oakwood Street
Bethany Beach, Delaware 19930

V

The amount of cash and a description and statement of the agreed value of the other property or labor or services contributed by each partner is as follows:

1. General Partners

Starr Kelso- contributed the idea of the distribution of an alcohol check for motorists and industry and researched the potential and contacted the importer and arranged for distribution and retail rights. This is agreed by all the partners, general and limited to have a value of \$10,500.

John P.A. Johnson- contributed the idea of the distribution of an alcohol check for motorists and industry and researched the potential and contacted the importer and arranged for distribution and retail rights. This is agreed by all the partners, general and limited to have a value of \$10,500.

2. Limited Partners

Eileen Kelso- contributed \$10,500 in cash

Eddie Mancari-contributed \$10,500 in cash

VI

The times at which or events on the happening of which any additional contributions agreed to be made by each partner are none.

VII

A limited partner may grant the right to become a limited partner to an assignee of any part of her partnership interest.

VIII

A partner may terminate his membership in the limited partnership at any time upon thirty (30) days written notice to the partnership through its registered agent. He shall be entitled to the fair market value of his interest as determined by the Gary Lambert, CPA firm of Coeur d'Alene, Idaho, with said sum to then be amortized over

2. CERTIFICATE OF LIMITED PARTNERSHIP

over a five year period with interest on the principal sum at eight (8) per cent per annum accruing from the date of termination.

IX

The general partners shall receive \$500.00 per month per general partner for the general day to day management of the partnership, its accounts, records or similar duties.

X

The general partners shall have the right to jointly or severally to purchase the limited partners interests jointly or severally for a sum computed as follows: principal amount plus 50% of the initial investment per year of operation. (ie. First year 150% of the initial investment; second year 200% of the initial investment etc.)

XI

The partnership may be dissolved, and its affairs wound up, except as otherwise provided by law, upon the written consent of all of the partners.

XII


In the event of withdrawal of a general partner the remaining general partner may continue business.

XII

This certificate may be amended pursuant to State of Idaho law.

DATED THIS 18 , day of August, 1983.


STARR KELSO, GENERAL PARTNER


JOHN P.A. JOHNSON, GENERAL PARTNER


EILEEN H. KELSO, LIMITED PARTNER, BY  EILEEN H. KELSO her attorney in fact


EDDIE MANCARI, LIMITED PARTNER

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 18th day of August, 1983, personally appeared before me the undersigned notary public, Starr Kelso, known to me to be the person whose name is subscribed to the within instrument and after being first duly sworn upon oath acknowledged to me that he executed the said instrument as general partner.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Katie Kelso
NOTARY PUBLIC FOR IDAHO
Residing at Coeur d'Alene

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 18th day of August, 1983, personally appeared before me the undersigned notary public, John P.A. Johnson, known to me to be the person whose name is subscribed to the with instrument and after being first duly sworn upon oath acknowledged to me that he executed the said instrument as general partner.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Katie Kelso
NOTARY PUBLIC FOR IDAHO
Residing at Coeur d'Alene

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 18th day of August, 1983, personally appeared before me the undersigned notary public, Eileen H. Kelso, known to me to be the person whose name is subscribed to the within instrument and after being first duly sworn upon oath acknowledged to me that she executed the said instrument as limited partner.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Katie Kelso
NOTARY PUBLIC FOR IDAHO
Residing at Coeur 'd Alene

STATE OF IDAHO)
)ss.
County of Kootenai)

On this 18th day of August, 1983, before me the undersigned notary public, personally appeared Eileen H. Kelso, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Eddie Mancari, and acknowledged to me that she subscribed the name of Eddie Mancari thereto as principal, and her own name as attorney in fact.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Eileen Kelso
NOTARY PUBLIC FOR IDAHO
Residing at Coeur d'Alene