

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
SALMON RIVER COFFEE SHOP LIMITED PARTNERSHIP  
AN IDAHO LIMITED PARTNERSHIP

STATE OF IDAHO )  
County of Lenzie ) ss.

We, the undersigned, desiring to form a Limited Partnership, pursuant to the provisions of Chapter 2, Title 53 of the Idaho Code, as amended, do hereby certify as follows:

1. The name of the partnership is Salmon River Coffee Shop Limited Partnership.
2. The general nature of the partnership business is to do all things reasonable and proper in the operation and management of a restaurant business.
3. The name and address of the agent for service of process upon the partnership shall be James Merle Dodd, 606 Main, Salmon, Idaho, 83467.
4. The names and business address of each general and limited partner are as follows:

GENERAL PARTNERS

PLACE OF BUSINESS

Irman R. Gott

P. O. Box 118  
Salmon, Idaho 83467

Bettye Lou Gott

P. O. Box 118  
Salmon, Idaho 83467

James Merle Dodd

P. O. Box 118  
Salmon, Idaho 83467

Julie Ann Dodd

P. O. Box 118  
Salmon, Idaho 83467

LIMITED PARTNERS

PLACE OF RESIDENCE

Irman R. Gott

P. O. Box 118  
Salmon, Idaho 83467

Bettye Lou Gott                      P. O. Box 118  
   Salmon, Idaho 83467

James Merle Dodd                      P. O. Box 118  
   Salmon, Idaho 83467

Julie Ann Dodd                        P. O. Box 118  
   Salmon, Idaho 83467

5. A description of the agreed value of the capital contributions of each partner is as follows:

<u>General Partners</u>	<u>General Partnership Units</u>	<u>Percent of Interest</u>	<u>Amount of Capital</u>	<u>Description of Capital</u>
Irman R. Gott	40	4%	\$ 8,000.00	Interest in restaurant business; including real property, fixtures, equipment and inventory
Bettye Lou Gott	40	4%	\$ 8,000.00	Interest in restaurant business; including real property, fixtures, equipment and inventory
James Merle Dodd	10	1%	\$ 2,000.00	Interest in restaurant business; including real property, fixtures, equipment and inventory

Julie Ann Dodd	10	1%	\$ 2,000.00	Interest in restaurant business; including real property, fixtures, equipment and inventory
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<u>Limited Partners</u>	<u>Limited Partnership Units</u>	<u>Percent of Interest</u>	<u>Amount of Capital</u>	<u>Description of Capital</u>
Irman R. Gott	410	41%	\$ 82,000.00	Interest in restaurant business; including real property, fixtures, equipment and inventory
Bettye Lou Gott	410	41%	\$ 82,000.00	Interest in restaurant business; including real property, fixtures, equipment and inventory
James Merle Dodd	40	4%	\$ 8,000.00	Interest in restaurant business; including real property, fixtures, equipment and inventory
Julie Ann Dodd	<u>40</u>	<u>4%</u>	<u>\$ 8,000.00</u>	Interest in restaurant business; including real property, fixtures, equipment and inventory

TOTAL	1,000	100%	\$200,000.00
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6. There is no requirement for making additional contributions by any partner.

7. A partner may only assign all or a portion of the partnership interest of said partner if the assignee becomes a substituted partner under the following conditions:

a. All partners unanimously approve said assignment and the proposed assignee consents to such assignment; and

b. The assignee shall execute and deliver such instruments, in the form and substance satisfactory to the partners, as the partners shall deem necessary or desirable to cause them to become a substitute limited partner; and

c. The assignee shall pay all reasonable expenses in connection with admission as a substituted limited partner, including but not limited to, the cost of preparation and filing of any Amendment of the Limited Partnership Agreement, Certificate of Limited Partnership and Partnership Buy-Out Agreement; and

d. The assignee shall be bound by and become a party to the Partnership Agreement and the Buy-Out Agreement and be bound by all terms of such agreement.

8. No partner of the partnership can assign, encumber, give, pledge, transfer, devise, bequeath or in any manner terminate or transfer all or any portion of his partnership interest except pursuant to the terms of the Buy-Out Agreement of the General and Limited Partners of Salmon River Coffee Shop, An Idaho Limited Partnership. The Buy-Out Agreement provides for the partnership or remaining partners to purchase the terminating partner's interest for a value as specified in a Certificate of Agreed Value or pursuant to appraisal with the purchase price to be paid over an extended term. The exact terms and conditions are found in the Buy-Out Agreement referred to herein and a copy of said Agreement is held by the registered agent of the partnership.

9. No partner has the right to receive distributions of property or cash except upon termination of a partnership interest or in liquidation of the partnership.

10. No partner has the right to receive distributions which include a return of all or any part of a partner's contribution. The general partners by majority vote have the right to determine what distributions will be made to the partners.

11. The partnership is to be dissolved and its affairs wound up upon the written agreement of all partners or the death, retirement, resignation, withdrawal, adjudication of bankruptcy, insolvency, incompetency, insanity, liquidation, merger or dissolution of any general partner.

12. In the event of dissolution of the partnership, instead of winding up, the partnership may be continued under the following conditions:

a. The partnership or remaining partners may purchase the interest of the terminating partner and the partnership is reformed on that basis; or

b. An assignment is approved under the provisions of paragraph 7, above.

Dated this 11<sup>th</sup> day of March, 1983.

Irman R. Gott  
Irman R. Gott

Betty Lou Gott  
Betty Lou Gott

James Merle Dodd  
James Merle Dodd

Julie Ann Dodd  
Julie Ann Dodd

GENERAL PARTNERS

Irman R. Gott  
Irman R. Gott

Betty Lou Gott  
Betty Lou Gott

James Merle Dodd  
James Merle Dodd

Julie Ann Dodd  
Julie Ann Dodd

LIMITED PARTNERS

SUBSCRIBED and sworn to before me this 11<sup>th</sup> day of  
March, 1983.

(Seal)

Frederick M. Steicklan  
Notary Public for Idaho  
Residing at: Salmon, Idaho  
My Commission Expires: 3/7/86