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SEC. OF STATE

CERTIFICATE OF LIMITED PARTNERSHIP
FOR
ROCK'M LIMITED PARTNERSHIP

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ARTICLE I

FORMATION

Section 1.1 Name. The name of the limited partnership is:
ROCK'M LIMITED PARTNERSHIP.

Section 1.2 Character of Business. The business of the partnership shall be to invest in property, provide management and caretaking of property, own, operate and otherwise deal with real and personal property, and any and all other types of business and investments and all related activities therewith.

Section 1.3 Registered Agent. The registered agent of the Limited Partnership is Merrill J. Rose, 120 East Main, St. Anthony, Idaho 83445.

Section 1.4 Principal Office. The principal office of the partnership shall be at 120 East Main, St. Anthony, Fremont County, Idaho 83445. The partnership may conduct business at such other places within or without the State of Idaho, as may be determined by the general partner.

Section 1.5 Term. The term of the limited partnership shall run from commencement until dissolved by the consent of the general partner, or the death, withdrawal or bankruptcy of the general partner, any one of which shall cause an immediate dissolution of the partnership.

ARTICLE II

PARTNERS, CONTRIBUTIONS, UNITS, WITHDRAWALS AND LOANS

Section 2.1 Nature and Value of Units. The assets and therefore the capital interests of this partnership at its commencement consists of cash.

Section 2.2 General Partner. The name and residence of the general partners, the amount of cash and a description and agreed value of other property contributed by the general partner, and the number of units of the general partner in the limited partnership are as follows:

NAME AND RESIDENCE	CONTRIBUTION		UNITS
	ITEM	AMOUNT	
Merrill J. Rose 120 East Main, St. Anthony, Idaho, 83445	Cash	\$300.00	1

Section 2.3 Limited Partners. This name and residence of each limited partner, the amount of cash, a description and agreed value of other property contributed by each, and the number of units of each in the limited Partnership, are as follows:

NAME AND RESIDENCE	CONTRIBUTION		UNITS
	ITEM	AMOUNT	
Garth Rose 520 N.6th West, St. Anthony, ID 83445,	cash	\$300.00	1
Ron Rose 247 West 2nd West, St. Anthony, ID 83445,	cash	\$300.00	1
Robert L. Peck, 122 East 2nd N. St. Anthony, ID, 83445	cash	\$300.00	1
John Moeller, General Delivery St. Anthony, ID 83445,	cash	\$300.00	1
Tharen Garrett, 304 W. 6th S., St. Anthony, ID 83445,	cash	\$300.00	1
Shane Morton Route 1, St. Anthony, ID 83445,	cash	\$300.00	1
Roy Beddes, S. Yellowstone Highway, St. Anthony, ID 83445	cash	\$300.00	1
Paul Hopperdietzel 531 E. Main, St. Anthony, ID 83445,	cash	\$300.00	1
Ellie V. Winfield 4980 E. 40 N. Iona, Idaho 83427	cash	\$300.00	1
Lee Miller Route 1, St. Anthony, ID 83445	cash	\$300.00	1

The interests owned by all Limited Partners, represent 10 units, each valued at \$300.00 so that all Limited Partners have equal interest in the partnership, and its assets.

Section 2.4 Additional Contributions And Loans To Partnership. There are no additional contributions to be made to the limited partnership contemplated. Any partner, with consent of the partnership, may loan money to the partnership, from time to time, with the amount, interest, terms and repayment to be evidenced by a written note or agreement.

Section 2.5 Return of Contributions. It is covenanted and agreed that the limited partnership shall not return and the limited partners shall not withdraw capital contributions.

Section 2.6 Transfers of Units in Partnership. Each partner has the right to assign any unit or units of partnership interest to any other partner, limited or general, of the partnership. No consent of the general partner and no amendment of this certificate shall be required for any such transfer; however, notice in writing of the transfer must be given to the partnership by personal delivery to the general partner or by mailing the same to the mailing address for the partnership. The transferee partner becomes, for all purposes, a substituted general or limited partner, as the case may be, as to the transferred unit or units.

Section 2.7 Distribution of Earnings. The general partner shall have the right to determine the reasonable needs of the business as justifying distributing or not distributing part or all of earnings; however, notice in writing of such determination, with the reasons therefor, must be given to each partner within ten days after the determination.

Section 2.8 No Priority. No limited partner shall have any priority over any other limited partner whether as to future contributions, compensation, return of investment or otherwise.

Section 2.9 No Right to Property. No limited partner shall have any right to demand or receive property in return for his contribution.

Section 2.10 Allocations. Profits, losses, investment tax credits and other tax credits and allocations shall be allocated on a prorata basis as between the general and limited partners based upon their percentage of interest in the partnership, either as a general or limited partner, as shown herein or in any amended version of this partnership agreement.

ARTICLE III

MANAGEMENT

Section 3.1 General Partner. The general partner shall have the full management of the partnership business and shall devote such time as is necessary to the conduct of the partnership business.

Section 3.2 Specific Powers of the General Partner. The general partner shall have all the powers conferred upon a general partner by law and may specifically have the power, without the necessity of obtaining any consent whatsoever from the limited partners, to:

- a. Borrow or lend money on behalf of the partnership.
- b. Sell, assign or pledge her interest in the partnership.
- c. Execute any deed, security agreement, mortgage, deed of trust, bond, guaranty, surety agreement, lease, contract of sale of real estate, contract of sale of other property out of the ordinary course of business, confession of judgment, or assignment for the benefit of creditors.

d. Assign, transfer, pledge, compromise, or release any of the claims of or debts due the partnership or arbitrate or consent to arbitration of any of the disputes or controversies of the partnership.

Section 3.3 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.

ARTICLE IV

DISSOLUTION; CONTINUANCE OF BUSINESS

Section 4.1 Dissolution. Death, bankruptcy or insanity of the general partner shall work an immediate dissolution of the partnership. Upon dissolution of the partnership for any of the above reasons, or for any reason provided by law, the partnership shall proceed with reasonable promptness to liquidate and terminate the partnership business, settle its accounts, and wind up its affairs as provided by law. After settlement of all accounts and liquidation of its assets, any cash remaining shall be distributed by dividing the cash by the number of units outstanding and allocating such cash to the owners of the outstanding units on an equal per unit basis.

ARTICLE V

ADMINISTRATIVE PROVISIONS

Section 5.1 Books of Account. Adequate books of account shall be kept at all times under supervision of the general partner. Such books shall be open to inspection by any partner, or his accredited representative, at any reasonable time. The books of account shall be examined and reviewed at the close of each fiscal year by an independent public accountant designated by the partnership, and he shall make a report thereon.

Section 5.2 Fiscal Year. The fiscal year of the partnership shall be the calendar year from January 1 to December 31 in each year.

Section 5.3 Banking. All funds of the partnership are to be deposited in its name in such checking account or accounts as shall be determined by the general partners.

Section 5.4 Salaries. The general partner may be paid a salary or management fee for services rendered to the partnership. No salary or management fee shall be paid that is not fair and reasonable. Notice of an intended salary or management fee (or any change thereof after such salary or fee be once determined) must be given in writing to each limited partner with an explanation for the basis of establishing the salary or fee. If any limited partner objects to the salary or fee as being unfair or unreasonable, then the determination of a reasonable salary or fee shall be made by arbitration. The general partner shall appoint an arbitrator, the

limited partners shall appoint an arbitrator by majority vote of all units held by the limited partners, and the two arbitrators shall jointly appoint a third arbitrator, and the three arbitrators shall determine by majority vote the reasonable fee or salary to be allowed.

If the arbitrators approve the fee or salary previously set by the general partner, then the limited partner requesting the arbitration shall pay the fee of the arbitrators. If the arbitrators reduce that fee or salary, then the general partners shall pay the fee of the arbitrators.

Section 5.5 Further Instruments. Each party hereto shall execute such further instruments and shall perform such additional acts as are necessary to effectuate this partnership and to carry on its business.

Section 5.6 Limited Liability. No limited partner shall be liable for any debts and obligations of the partnership whatsoever. The risk of each limited partner in the partnership is strictly restricted to the contributions of the limited partner to the partnership as recited herein.

Section 5.7 Amendments. This certificate and agreement of limited partnership may only be amended by a new certificate and agreement duly executed and sworn to by all general and limited partners and properly recorded as required by law.

ARTICLE VI

EXECUTION OF CERTIFICATE

Section 6.1 Execution of Certificate. All partners, general and limited, hereby authorize the general partner to execute in behalf of the partnership and all partners a Certificate of Limited Partnership for this partnership and to cause the same to be filed for record with the Secretary of State of the State of Idaho, and any other findings that may be necessary or convenient, as determined by the general partner.

