

'83 SEP 30 PM 12 37

SECRETARY OF  
STATE

CERTIFICATE OF LIMITED PARTNERSHIP  
OF BITTERROOT A LIMITED PARTNERSHIP

1. The name of the limited partnership is Bitterroot a Limited Partnership (the "Partnership").
2. The general character of its business is to invest, reinvest and trade in securities, commodities and commodity contracts, and rights and options relating thereto.
3. The registered office of the Partnership is located in the County of Ada, at 300 North 6th Street, Boise, Idaho 83701. The name of the registered agent for service of process at such office is CT Corporation System.
4. The name and business address of each partner is as follows:

Name

Address

General Partner

Paul W. Jones

P.O. Box 3427  
Ketchum, Idaho 83340

Limited Partners

Appleton Partners  
Frederick G. Appleton, G.P.

P.O. Box 2191  
Ketchum, Id 83340

KINNEY TRANSPORTATION, INC.  
(New York)

380 NO. BROADWAY, Suite 110  
JERICHO, New York  
11753

David Kwott

P.O. Box 1242  
SUN Valley Id 83353

Name

Address

Limited Partners

Norwandy Investment  
Partnership  
Allen H. Stowe, G.P.

3660 Lawrenceville Rd.  
Princeton, NJ  
08540

Herrick B. Littlefield.

Polyproducts Corp  
1169 E 156 St.  
Bronx, New York

5. The amount of capital contributed by each 10474

partner (all of which was contributed in cash) is as follows:

Name

Cash  
Contribution

General Partner

Paul W. Jones

\$ 250,000

Name

Cash  
Contribution

Limited Partners

Appleby Partners

\$ 340,000

Kinney Transportation, inc

400,000

David Knott

250,000

Norwandy Investment Partnership

260,000

Herrick B. Littlefield

100,000

6. No additional contributions have been agreed to be made by any partner.

7. The interest of a limited partner may not be assigned, in whole or in part, except with the consent of the general partners. No limited partner has the power to grant the right to become a limited partner to an assignee of any part of his partnership interest.

8. A limited partner may, on thirty days' written notice to the Partnership, withdraw all of his interest in the Partnership at the end of any fiscal year ending on or after September 30, 1984. A general partner may, on forty-five days written notice to the other partners, withdraw all of his interest in the Partnership at the end of any fiscal year ending on or after September 30, 1984. However, that portion, if any, of such net profit that has been allocated to the capital account of the general partners, or to the capital account of one or more limited partners as selected by the general partners, which is represented by net unrealized gains in securities positions may not be withdrawn by the general partner or limited partner, as the case may be, from his capital account until the end of the particular fiscal years in which such gains are realized. A partner withdrawing his entire interest shall be deemed to have withdrawn on the last day of the fiscal year in which notice of such withdrawal is given. Within thirty days after the

date of retirement of a partner there shall be paid or distributed to such partner an amount equal in value to not less than 85% of the estimated amount of such partner's capital account at the date of retirement. The balance of the withdrawing partner's capital account plus interest shall be paid promptly after the general partners have determined the capital accounts of the partners as of such date and, if such date is the last day of the fiscal year, the Partnership's independent public accountants have completed their examination of the capital accounts of all the partners. If the Partnership pays or distributes to a withdrawing partner an amount in excess of such partner's capital account at the time of such withdrawal, such partner shall repay to the Partnership the amount of such excess plus interest. Payments shall be made in cash or, in the discretion of the general partner, in securities selected by the general partner or in cash and securities selected by the general partner.

9. A partner has the right to receive a distribution of property from the Partnership upon his withdrawal from the Partnership. In the event a partner voluntarily withdraws his entire interest in the Partnership as provided in paragraph 8 above, distribution of the interest shall be made in accordance with the procedure set forth in paragraph 8. In the event a limited partner is required to withdraw as provided in paragraph 10 below, distribution of

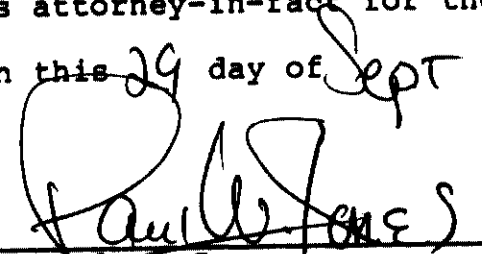
the interest shall be made in accordance with the procedure set forth in paragraph 10. Subject to the provisions of paragraph 8, a limited partner may also, on thirty days' written notice to the Partnership, voluntarily withdraw any part of his interest in the Partnership at the end of any fiscal year ending on or after September 30, 1984. A general partner may voluntarily withdraw any part of his interest in the Partnership at the end of any fiscal year ending on or after September 30, 1984; provided, however, that (i) the portion, if any, of the net profit that has been allocated to the capital account of the general partner which is represented by net unrealized gains in securities positions may not be withdrawn by the general partner until the end of the particular fiscal years in which such gains are realized, and (ii) not less than 45 days before the end of such fiscal year, such general partner shall notify the other partners of his intentions to make such withdrawal and the amount thereof or the manner in which the amount thereof is to be determined. Each general partner shall be permitted to draw \$5,000 on the first day of each month as an advance against the management fee, with an appropriate adjustment as between the general partners and the Partnership being made as of the end of the fiscal year. Any partner also has the right to receive a distribution of cash from the Partnership on dissolution as described in paragraph 11 below.

10. The distributions discussed in paragraphs 8 and 9 above may include a return of all or part of a partner's capital contribution. In addition, a partner, or the legal representative of such partner, has the right to receive a distribution which may include all or part of his capital contribution within thirty days after the last day of a fiscal year during which such partner died or became bankrupt or insane in an amount equal to the amount and in accordance with the procedure set forth in paragraph 8 above. The general partners will make distributions to a limited partner which include a return of all or part of such partner's contribution following the compulsory retirement of such partner. The general partners, in their sole discretion, may require any limited partner to retire from the Partnership on the last day of any fiscal year by giving him written notice of such required retirement at least twenty days before the end of such fiscal year. If the general partners, in their sole discretion, deem it to be in the best interests of the Partnership to do so because the continued participation of any limited partner might cause the Partnership to violate any law or be subject to any disability, the general partners may also on three days' notice require the retirement of such limited partner at any time, such retirement to be effective on the date specified in such notice.

11. The Partnership shall continue until September 30, 1984 and thereafter from year to year unless dissolved as provided in the agreement of limited partnership. The Partnership may be dissolved at the end of any fiscal year by the general partners. The retirement, bankruptcy, death or insanity of a general partner shall dissolve the Partnership unless one or more of the remaining general partners agrees to continue the business of the Partnership. Neither the admission of partners nor the retirement, bankruptcy, death or insanity of a limited partner shall dissolve the Partnership. On dissolution of the Partnership, any assets available for the partners after the debts of the Partnership have been paid may be distributed to the partners in installments and shall be distributed to the partners in accordance with the ratio of their capital accounts in cash or, in the discretion of the general partner, in securities selected by the general partner or partly in cash and partly in securities selected by the general partner.

12. A remaining general partner has the right to continue the business of the Partnership in the manner set forth above in paragraph 11.

IN WITNESS WHEREOF, the undersigned has executed this certificate individually and as attorney-in-fact for the other partners of the Partnership on this 29 day of Sept 1983.

  
Paul W. Jones

STATE OF *Idaho* )  
 : ss.:  
COUNTY OF *Blaine* )

On this *29<sup>th</sup>* day of *September*, 1983 before me personally appeared Paul W. Jones, to me known and known to me to be the individual described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

*Deborah G. Roper*  
Notary Public