

RECORDER'S CERTIFICATE OF LIMITED PARTNERSHIP

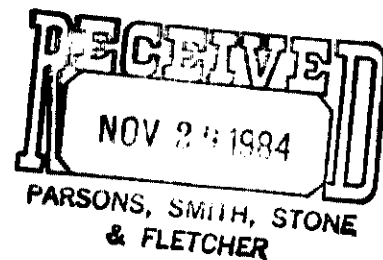
I, Nelly Bridges ^{DEC 6 9 18 AM 1984} ^{Deputy} County Recorder
of Jerome County, Idaho, do hereby certify that the
attached Certificate of Limited Partnership of KINGS OF JEROME
_____ was filed in the office of the County
Recorder of Jerome County, Idaho, on the 3rd day of Nov.,
19 72.

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 27th day of November 19 84.

Clayton M. Watson By: Nelly Bridges
County Recorder of Jerome
County, Idaho.



CERTIFICATE OF LIMITED PARTNERSHIP
OF
KINGS OF JEROME

The parties hereto do hereby certify that this agreement was made effective as of September 1, 1972, at ^{Jerome}~~Bozburg~~, Idaho, among HERMON E. KING, and EARL N. JENSEN, herein called the General Partners, MELVINA JENSEN, HAROLD BUMANN, LAUREL INVESTMENT COMPANY, R. H. J. INVESTMENT COMPANY, W.F.B. INVESTMENT COMPANY and ROBERT KULM, herein called Limited Partners.

W I T N E S S E T H:

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 JEROME.
2. Business: The general nature of the partnership business will 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 Jerome, 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

Hermon E. King

Earl N. Jensen

LIMITED PARTNERS

Melvina Jensen

Harold Bumann

Robert Kulm

Laurel Investment Company

R.H.J. Investment Company

W.F.B. Investment Company

PLACE OF RESIDENCE

Burley, Idaho

Jerome, Idaho

PLACE OF RESIDENCE

Jerome, Idaho

Burley, Idaho

Twin Falls, Idaho

c/o Hermon E. King, General Partner, Burley, Idaho

c/o Russell H. Jensen, General Partner, Burley, Idaho

c/o Wilbur F. Biermann, General Partner, Burley, Idaho

5. Term: This partnership shall begin on the first day of September, 1972, and shall continue until dissolved by the death, insanity, bankruptcy, retirement, resignation or expulsion or a change in ownership of a general partner 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 percentage of said cash which appear listed opposite their respective names:

RESPECTIVE PERCENTAGES OF CAPITAL CONTRIBUTION

GENERAL PARTNERS

PERCENTAGE OF INTEREST

Herman E. King

5%

Earl N. Jensen

5%

LIMITED PARTNERS

PERCENTAGE OF INTEREST

Melvina Jensen

10%

Harold Dumann

5%

Robert Kulm

5%

Laurel Investment Company

46%

R.H.J. Investment Company

18%

W.F.B. Investment Company

5%

7. Capital Interest Accounts: Two accounts shall be maintained for each partner, a "Drawing Account," and a "Capital Interest Account." Each partner's "Drawing Account" shall consist of his distributive share of the partnership profits, less losses and withdrawals, and less transfers to his "Capital Interest Account." The "Capital Interest Account" of each partner shall be the percentage of the original capital hereinabove set forth opposite his name. Additions to the original capital interest account shall be by (1) additional contribution by a partner, and (2) transfer from his "Drawing Account." In no event shall his "Capital Interest Account" be increased by either method without the agreement of all partners.

The original "Capital Interest Account" of each partner may be decreased by (1) distributions in reduction of his "Capital Interest Account," and (2) his share of partnership losses in accordance with the Limited Partnership Act of Idaho which is in excess of the balance of his "Drawing Account." Any decrease in the "Capital Interest Account" of each partner shall be approved by all partners. In the event a partner has overdrawn his "Drawing Account," he will be notified and must pay the amount of such overdraft into the partnership within sixty (60) days.

8. Withdrawal: A limited partner may withdraw from the partnership without financial detriment upon giving thirty (30) 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 the partners. Any such attempted assignment shall operate to dissolve this partnership.

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 each partner shall be entitled to withdraw his distributive share of the profits for that year, provided that no funds may be drawn against the partner's distributive share of the profits earned prior to ninety (90) days after the close of each accounting year and provided further 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 the parties 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 Partner:** The General Partner 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 Partner 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 Partners:** 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, bankruptcy, resignation, expulsion or insanity of a general partner, or a change in ownership of a 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 or at such other place as a majority of all of the general partners may designate, 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 general or 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 any two of such board, as the case may be, shall be final and binding upon the said partners and their respective representatives.

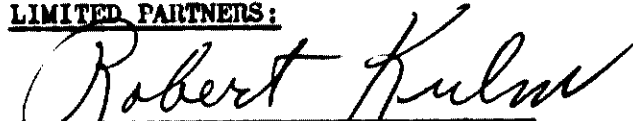
IN WITNESS WHEREOF, the partners have signed this Agreement.


GENERAL PARTNERS:



Hermon E. King


Earl N. Jensen

LIMITED PARTNERS:



Robert Kulm


Melvina Jensen


Harold Bumann

LIMITED PARTNERS, Continued

LAUREL INVESTMENT COMPANY

By 
Hermon E. King, General Partner

R. H. J. INVESTMENT COMPANY

By 
Russell H. Jensen, General Partner

W. F. B. INVESTMENT COMPANY

By 
Wilbur F. Biermann, General Partner

STATE OF IDAHO)

: ss. Notary Public

COUNTY OF CASSIA)

On this 15th day of September, 1972, personally appeared before me Russell H. Jensen, and Harold Dumann; and Herman E. King, General Partner for the Laurel Investment Company, Russell H. Jensen, General Partner for the R. H. J. Investment Company, and Wilbur F. Biermann, General Partner for the W.F.B. Investment Company, the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

Glen R. Kuman
Notary Public

Residing at Burley, Idaho

My commission expires:

June 17, 1974

STATE OF IDAHO)

: ss.

COUNTY OF JEROME)

On this 19th day of October, 1972, personally appeared before me Earl N. Jensen and Melvina Jensen, the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

Olivia T. Hendrickson
Notary Public

Residing at Jerome, Idaho

My commission expires:

Sept. 24, 1973

STATE OF IDAHO)

: ss.

COUNTY OF TWIN FALLS)

On this 20th day of October, 1972, personally appeared before me Robert Kulm, the signer of the foregoing instrument who duly acknowledged to me that he executed the same.

Selen C. Tulloch
Notary Public

Residing at Twin Falls

My commission expires:

Feb 5, 1973