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CERTIFICATE OF LIMITED PARTNERSHIP SECRETARY OF
STATE

OF

J.B.J. FAMILY LIMITED PARTNERSHIP

The undersigned, desiring to form a limited partnership pursuant to the Uniform Limited Partnership Act of the State of Idaho, do hereby sign and swear to the following:

1. Name. The name of the Partnership shall be J.B.J. FAMILY LIMITED PARTNERSHIP.

2. Character of Business. The general character of the business of the Partnership is to conduct all lawful business, including without limitation to acquire (by purchase, exchange, lease, hire or otherwise), hold, own, develop, improve, manage, operate, let as lessor or sublessor, sell, convey, mortgage and encumber, either alone or in conjunction with others, as partners, joint venturers or otherwise, real and personal property of every kind, character and description whatever, wherever located, and interests of all kinds therein; and to carry on the business of managing agent, broker, finder, consultant and all other functions in connection therewith.

3. Registered Agent-Office. The name and address of the registered agent of the Partnership is: Robert O. Jenkins, 1406 North Midland, P. O. Box 24, Nampa, Idaho 83651, the registered office of the Partnership is 1406 North Midland, P. O. Box 24, Nampa, Idaho 83651.

4. Partners - Contributions. The name and place of residence or business of each general and limited partner in the Partnership and the amount of cash or agreed value of any other property or services heretofore contributed to the Partnership are as follows:

<u>Name</u>	<u>Place of Residence or Business</u>	<u>Agreed Value of Contribution</u>	<u>Units *</u>
<u>General Partners</u>			
E. G. (Jerry) Jenkins	Rt. 10, Box 70 Caldwell, ID 83605	\$ 500	1 GP
Billye O. Jenkins	Rt. 10, Box 70 Caldwell, ID 83605	500	1 GP
Robert O. Jenkins	1406 North Midland P. O. Box 24 Nampa, ID 83651	500	1 GP
<u>Limited Partner</u>			
E. G. (Jerry) Jenkins	Rt. 10, Box 70 Caldwell, ID 83605	500	1 ALP
Billye O. Jenkins	Rt. 10, Box 70 Caldwell, ID 83605	500	1 ALP

- * GP = General Partnership Units
- ALP = Class A Limited Partnership Units
- BLP = Class B Limited Partnership Units

5. Additional Contributions. The Limited Partners shall have no obligation to make further contributions to the Partnership. The General Partner(s) shall have no specific time upon which they must make additional contributions to the capital of the Partnership; however, they may make additional contributions to the capital of the Partnership to cover any deficits of the Partnership, or they may loan such amount to the Partnership.

6. Assignments of Limited Partnership Interests. Except for transfers to "Related Persons" as defined in the Partnership Agreement, no Limited Partner may sell, assign, hypothecate, pledge or transfer in whole or in part his interest in the Partnership without obtaining the consent of the General Partner, and/or if such sale or transfer would cause a termination of the Partnership for tax purposes and without first offering his interest to the other partners (i.e. a right of first refusal). As a condition to the admission of a substituted Limited Partner, the person or entity to be substituted shall execute and acknowledge such instruments (in form and substance satisfactory to the General Partner) as the General Partner may deem necessary

or desirable to effect such substitution and confirm that the person or entity to be substituted as a substituted Limited Partner is bound by all covenants, terms and conditions of the Limited Partnership Agreement as the same may have been further amended, any transfer of limited partners in violation of the partnership agreement shall be void and ineffective.

7. Termination of Membership In Partnership. There are no agreed upon times or events under which a Partner may terminate his membership in the Limited Partnership and a partner may withdraw and terminate his membership in the Partnership only with the consent of holders of 51% or more of the General Partner Units.

8. Distributions. No Partner, General or Limited, has a right to demand any distributions of cash or property from the Partnership, provided that the General Partner is entitled to receive reasonable compensation for their management and risk fee with respect to the Partnership and to be reimbursed for out-of-pocket expenses as they are incurred and/or accrued under the Partnership Agreement. The original capital of the Partnership is divided into equal parts, referred to as Units, each Unit having an agreed value of \$500.00 and allocated to the Partners as General Partnership Units, Class A Limited Partnership Units and Class B Limited Partnership Units. In the event of capital distributions, dissolution, liquidation or winding up, (whether voluntary or involuntary) of the Partnership, the Class A Limited Partnership Units shall first be paid in full to the extent of \$500.00 per Unit, together with any accumulated but unpaid income thereon before any amount of capital shall be paid to Class B Limited Partners or the General Partners, and the Class A Limited Partnership Units do not participate in any further distribution of the assets of the Partnership or the income therefrom beyond the 12% per annum accumulative return on the Class A Units. Class B and the General Partnership Units are subordinated to the Class A Limited Partnership Units as to distributions of income and capital distributions (including in liquidation) but are entitled, on a proportionate basis, to all other distributions of income or capital except as described above with respect to the Class A Units.

9. Dissolution of the Partnership. The term of the Partnership is from the date hereof to the close of business on December 31, 2033. The Partnership may be earlier terminated and the affairs of the Partnership wound up on the earlier to occur of (i) the vote or consent of holders of 51% or more of the General Partnership Units, (ii) the dissolution, death, disability, bankruptcy or withdrawal of the last remaining General

Partner, unless the holders of 67% of the Limited Partnership Units of the Partnership elect to continue the business of the Partnership and select a new General Partner; (iii) the vote or consent of the holders of 67% of the Limited Partnership Units to dissolve or terminate the Partnership if the holders of 51% or more of the General Partnership Units also consent; or (iv) the sale, exchange or distribution of all the assets of the Partnership. Notwithstanding that certain other events may cause a technical dissolution of the Partnership under state law, nevertheless the Partnership shall be continued except upon the events described above.

10. Continuation. In the event of the death, dissolution or incapacity of a General Partner, the remaining General Partner may continue the business of the Partnership.

11. Other Matters.

11.1 General Partner Not Liable for Return of Limited Partners' Contributions. The General Partners shall not be personally liable for the return of all or any part of the capital contributions of the Limited Partners of the Partnership.

11.2 Special Power of Attorney. Pursuant to the terms of the written Partnership Agreement, each Limited Partner and his heirs, successors and assigns constitutes and appoints the General Partner(s) as the Limited Partner's true and lawful attorney-in-fact and designated agent with full power and authority in the Limited Partner's name, place and stead to execute, acknowledge, deliver, file and record in any appropriate public office any certificate or other instrument which may be necessary, desirable or appropriate to qualify or to continue the business of the Partnership as a limited partnership in any jurisdiction in which the Partnership conducts business; any amendment to the Partnership Agreement or to any certificate or other instrument which may be necessary, desirable or appropriate to reflect the admission of a Partner, the withdrawal of a Partner, or the transfer of all or any part of the percentage interest of a Partner in the Partnership, or any additional capital contributions or withdrawals of capital contributions by a Partner; and any certificates or instruments which may be appropriate, necessary or desirable to reflect a dissolution and termination of the Partnership. The Special Power of Attorney is an irrevocable durable power of attorney coupled with an interest and shall survive the subsequent disability or death of the Limited Partner and any transfer of the Limited Partner's interest in the Partnership.

11.3 Management and Control-Execution of Documents.

The Partnership Agreement specifically provides that the Limited Partners may not take part in the management and control of the business, and that the sole management of the Partnership's business shall be vested in the General Partners either of which are specifically authorized and empowered to execute any and all documents on behalf of the Partnership.

11.4 Amendment of Partnership Agreement.

The General Partners have the right to amend the Partnership Agreement without the consent of the Limited Partners so long as the adoption thereof is for the benefit of or not adverse to the interests of the Limited Partners; does not alter the interest of a General or Limited Partner in profits or losses or in cash distributions of the Partnership or the timing thereof; and does not by its terms alter the limited liability of the Limited Partners or the status of the Partnership as a partnership for Federal income tax purposes.

Dated this 14th day of June, 1983.

"General Partner"


E. G. (JERRY) JENKINS


BILLYE O. JENKINS


ROBERT O. JENKINS