

FILED

ARTICLES OF LIMITED PARTNERSHIP
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OF
KIMBERLY PROFESSIONAL CENTER ~~SECRETARY OF STATE~~

THIS AGREEMENT is made effective this 22 day of February, 1982, by and among GUY L. WALKER, TERRY R. ARP, ROBERT G. STEWART and GARTH N. WILDE, hereinafter referred to as the "General Partners", and the other parties acceptable to the General Partners whose names are set forth on the signatory pages of this Agreement, hereinafter referred to as "Limited Partners" (all of whom together are hereinafter collectively sometimes referred to as "Partners"). The Parties hereto desire to form a Limited Partnership under the Uniform Limited Partnership Law as set forth in Idaho Code §53-201, et seq., and to set forth the terms, rights and responsibilities of the parties hereto, (hereinafter referred to as the "Partnership").

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is agreed by and among the parties hereto as follows:

W I T N E S S E T H:

1. FORM: The parties hereby form a Limited Partnership pursuant to the laws of the State of Idaho. The General Partners shall manage the business of the partnership and the Limited Partners shall not participate in the management of the partnership's business.

2. NAME AND PLACE OF BUSINESS: The name of this Partnership is KIMBERLY PROFESSIONAL CENTER, and the principal place of business is 170 South Cole Rd., Boise, Idaho 83709, until changed by designation of the General Partners.

3. CERTIFICATE: On the execution of this Agreement, or on a subsequent change in this Partnership membership, the Partners shall sign and have notarized, a Certificate of Limited Partnership, pursuant to the provisions of the Idaho Code. The General Partners shall thereafter and prior to commencing any business by the Partnership, cause the certificate to be filed for record with the Recorder of the County in which the principal place of business is located, and in all other counties in which the Partnership conducts places of business or owns real property. To the extent required upon commencing this Limited Partnership, or in any subsequent change of membership, the Parties shall sign, and the General Partners shall cause to be duly filed and published as required by law, a Certificate of Assumed Name setting forth the information required.

4. PURPOSE: The general purpose of this Partnership is to operate, manage, improve, repair, rent, lease, own, acquire, sell, assign, mortgage, hypothecate and otherwise deal in real estate, described as Lots 1, 2 and 3, MADISON SUBDIVISION, Twin Falls County, Idaho (hereinafter referred to as the "Property"), its appurtenances and fixtures, and to build or contract for the building of other structures on such property. The specific purpose of the Partnership is to acquire the Property and construct a commercial office complex (hereinafter referred to as the "Project").

5. TERM. This Limited Partnership shall have a term commencing February 1, 1982, and continuing for thirty (30) years from the date of the first filing for record of the Certificate of Limited Partnership, unless sooner terminated as herein provided or by law.

6. GENERAL PARTNERS: Except as herein provided, the General Partners shall have sole and complete charge of the affairs of the Partnership, and shall operate the Partnership business for the benefit of all the Partners. The General Partners may enter into agreements with entities affiliated with the General Partners.

6.1 The General Partners shall have authority to act on behalf of the Partnership in all matters respecting the Partnership, its business, and its property, including but not limited to:

A. Employ, at the Partnership's expense, such agents, employees, independent contractors, attorneys and accountants as it considers reasonably necessary;

B. Improve and maintain the Partnership Property;

C. Lease all or part of the Project;

D. Effect necessary insurance for the proper protection of the Partnership and of the General and Limited Partners, or either the General Partners or Limited Partners;

E. Pay, collect, compromise, arbitrate, or otherwise adjust any and all claims or demands of or against the Partnership.

F. Act for the Partnership in all transactions concerning the Partnership's real or personal property or business

affairs, including the execution of all contracts, deeds, options, loan obligations, deeds of trust and notes; and

G. Loan money to the Partnership.

6.2 The General Partners shall not be required to devote full time to the affairs of the Partnership, but shall devote whatever time, effort and skill may be necessary for the efficient and successful conduct and completion of the Partnership's business. The General Partners may manage the Partnership's business. The General Partners may manage the Partnership's affairs or may contract for or hire employees to manage the affairs, and such Partner, contractors or employees shall receive reasonable compensation for the management services performed.

6.3 The General Partners shall be GUY L. WALKER, 8911 Churchill Dr., Boise, Idaho 83709, TERRY R. ARP, 5197 Bainbridge Dr., Boise, Idaho 83703, ROBERT G. STEWART, 9175 Bienapfl Dr., Boise, Idaho 83709 and GARTH N. WILDE, 8833 Churchhill Dr., Boise, Idaho 83709.

6.4 Any management fees charged by A.W.B. Industries, Inc., or other affiliated entity or designated entity, once the Project is completed, for renting and managing the Project shall be reasonable. Such fees shall be treated as a payment to one not a Partner, and shall be treated as an expense of the Partnership rather than a distribution to a Partner.

7. LIMITED PARTNERS: The Limited Partners shall not take part in the conduct or control of the Partnership business and shall have no right or authority to act for or bind the Partnership.

8. INITIAL CONTRIBUTION OF PARTNERS: Each Partner has contributed to the initial capital of the Partnership in the amount and form indicated on Exhibit "A" attached hereto and made part hereof. The Partners have been allocated their proportionate share of twenty (20) Partnership Units.

9. DISTRIBUTION AND CAPITAL ACCOUNTS: The General Partners shall be entitled at all times, on demand, to reimbursement from Partnership funds for their actual expenses incurred in furthering the Partnership's business. This reimbursement shall have priority over cash distributions to the Limited Partners.

9.1 An individual capital account shall be maintained for each Partner. The capital interest of each Partner shall consist of his original contribution of capital, increased by (1) additional capital contributions and (2) any credit balances transferred from his drawing account to his capital account and decreased by (a) distributions in reduction of Partnership capital and (b) his share of Partnership losses, if charged to the capital accounts of the Partners.

9.2 The capital accounts of the Partners shall be maintained at all times in the proportions of their interests in profits of the Partnership, as allocated in Article 9.6, except to the extent of the difference in original capital contributed. In no event shall the Limited Partners be required to contribute more than the original contributed capital and any distributions he received.

9.3 An individual drawing account shall be maintained for each Partner. All withdrawals by a Partner shall be charged to his drawing account. Withdrawals during the year shall be

limited to such amounts as the General Partners shall determine from time to time. Each Partner's share of any Partnership net loss shall be charged to his drawing account, unless the Partners all agree to charge the loss to the capital accounts of the Partners. Each Partner's share of Partnership profits as allocated in Article 9.6 shall be credited to his drawing account. The Partners may determine by a unanimous vote to transfer to Partnership capital all or any portion of the credit balances in the drawing accounts of the Partners. Any amounts transferred shall be in the proportions of the Partner's interests in profits as allocated in Article 9.6 of the Partnership.

9.4 A credit balance in a Partner's drawing account shall constitute a liability of the Partnership to that Partner; it shall not constitute a part of that Partner's interest in the capital of the Partnership. A debit balance in a Partner's drawing account, whether occasioned by drawings in excess of his share of Partnership profits as allocated in Article 9.6 or by charging him for his share of Partnership loss, shall constitute an obligation of that Partner to the Partnership, and it shall not reduce his interest in the capital of the Partnership; provided, however, that in no event shall the Limited Partner be required to contribute more than the amount of the original capital and any distributions he received.

9.5 The Partners shall allocate ninety percent (90%) of all losses to the Limited Partners and ten percent (10%) of all losses to the General Partners.

9.6 The Partners shall allocate ten percent (10%) of the profits equally between the General Partners and ninety percent (90%) to the Limited Partners on such profit as is generated from operations of the Property, thus taking into account and restoring the allocation of such losses under the prior subparagraph. The Partnership shall allocate fifty percent (50%) of profits equally between the General Partners and fifty percent (50%) to the Limited Partners on such profits generated from the sale of the Property.

9.7 No Partner shall have the right to demand the return of his capital contribution except as herein provided.

9.8 Except as herein provided, the individual Partners shall have no right to any priority over each other as to the return of capital contributions.

9.9 Distributions to the Partners of net operating profits of the Partners as hereinafter defined, shall be made at such times as the General Partners designate. Such distributions shall be made to all Partners simultaneously.

9.10 In determining net operating profit, the Partnership shall not take into account deductions for depreciation, investigation, or other similar charges not requiring actual current expenditures of cash.

10. RIGHT TO ADMIT PARTNER: The General Partners shall have the right to admit additional Partners. Such Partners shall share in the profits, losses, deductions and credits of the Partners as agreed to with the General Partners.

11. POWER OF ATTORNEY: Each Partner hereby irrevocably constitutes and appoints each General Partner his true and

lawful attorney, in his name, place and stead, to make, execute, acknowledge and/or file: (a) any certificate of Limited Partnership or other instrument which may be required to be executed or filed by the Partnership or which the General Partner shall deem advisable to execute or file; (b) any and all amendments or modifications to the instrument described herein; and (c) all documents which may be required to effectuate the dissolution and termination of the Partnership.

11.1 Further, each Partner does hereby appoint each General Partner as his true and lawful attorney, in his name, place and stead, to purchase, deal with the property and to manage the same including, without limitation, to sign, deliver or record all deeds, contracts of sale or other instruments conveying title to the property, either in the names of the Partners or in the name of the Partnership and the members thereof, to establish bank accounts for the Partnership and to deposit and withdraw funds therefrom, solely upon his signature, to demand, sue for, levy or recover all sums of money, debts, rents or other demands or claims of any nature whatsoever which are or shall be due the Partnership in such manner as the General Partner shall determine to be advisable.

11.2 Each Partner expressly agrees and intends that the foregoing powers of attorney is coupled with an interest. The foregoing powers of attorney shall survive the delivery of an assignment by any of the Partners of the whole or any portion of his Partnership interest and the assignee or successor in interest shall be bound by this grant of power of attorney.

11.3 From time to time, the General Partners may, at their sole discretion, send notice to the Partners of actions taken. If objection is not received by the General Partners within thirty (30) days of said notice, then said action shall be binding upon all of the parties hereto.

12. RIGHT TO ASSIGN PARTNERSHIP INTEREST: Except as provided herein, the Partnership interest shall not be assigned.

12.1 The Partners shall not sell, assign, pledge or otherwise transfer or encumber all or any part of the Partnership interests without having first obtained the consent of or offered it to the other Partners in accordance with the terms and conditions of this Agreement.

12.2 If a General Partner proposes to transfer or sell his interest, he shall first offer such interest by written notice to the remaining General Partners on the same terms of such transfer. The remaining General Partners shall have thirty (30) days to accept or reject the offer. If the remaining General Partners reject the offer, the transferring General Partner must complete the transfer within sixty (60) days according to the same terms or otherwise reoffer such terms to the remaining General Partners. Unless otherwise agreed in writing, any transfer shall not relieve the transferring General Partner of his management and liability responsibilities hereunder.

12.3 If a Limited Partner proposes to transfer or sell his interest or any portion thereof in his share of the profits of the Partnership and return of contribution, he shall first offer such interest by written notice to the General Partners on the

same terms of such transfer, and if not accepted within thirty (30) days, he then shall offer such interest by written notice to the Limited Partners. The Limited Partners shall have thirty (30) days to accept or reject the offer; provided that, if the Limited Partners reject the offer, then the selling Limited Partner must complete the transfer to some third party within sixty (60) days thereafter according to the same terms or otherwise reoffer such terms first to the General Partners and then to the Limited Partners. No new Limited Partner shall become a substituted Limited Partner except with the unanimous consent of the General Partners.

13. DISSOLUTION AND CONTINUATION. The Partnership shall dissolve on the thirtieth (30th) anniversary of the date of first filing for record of the Certificate of Limited Partnership.

13.1 The Partnership shall not dissolve or terminate on the death, dissolution, withdrawal, assignment for the benefit of creditors, retirement, adjudication of bankruptcy or legal incapacity of a Limited Partner. Upon any such event the financial interest of such Limited Partner and all rights and obligations under this Agreement shall descend to and vest in the heirs, legatees or legal representatives of such Limited Partner.

13.2 The Partnership shall dissolve and terminate on the death, dissolution, withdrawal, assignment for the benefit of creditors, retirement, adjudication of bankruptcy or legal incapacity of one of the General Partners, unless the continuing General Partners agree to continue the Partnership business and continuing Partners purchase the interest of the deceased Partners as provided below.

13.4 The death of a spouse of a Partner shall not affect this Partnership, provided that after probate the interest in this Partnership remains the property of the Partner or he is the sole trustee of a trust holding the Partnership interest as a trust asset.

13.5 The divorce of a Partner shall not affect this Partnership, provided that after the divorce proceedings the interest in the Partnership remains the property of the Partner.

13.6 A new General or Limited Partner may be added only upon consent of all General Partners. A Partner may be expelled from the Partnership upon vote of the Partners holding at least ninety-five percent (95%) of the profit interest in the Partnership.

13.7 If the remaining Partners do not purchase the interest of the Partner upon his death, dissolution, withdrawal, adjudication as bankrupt, assignment for the benefit of creditors of legal incapacity, the Partnership shall be wound up and all its properties distributed in liquidation.

13.8 On the death, dissolution, withdrawal, assignment for the benefit of creditors, retirement, adjudication of bankruptcy or legal incapacity of all the General Partners, the Partnership shall dissolve and terminate.

13.9 When a Partner dies, dissolves, gives written notice that he intends to withdraw, assigns for the benefit of creditors, is adjudicated bankrupt or legally incapacitated, or is expelled (the "Terminating Partner") he shall give written

notice to all Partners (which shall be the valuation date), and negotiations shall be undertaken among the continuing Partners and the Terminating Partner, his agent or the personal representative of a deceased Partner to establish the value of the Terminating Partner. In the negotiations the parties shall determine separately the value of the Partnership's unrealized receivables, as defined in Section 751(a) of the Internal Revenue Code, if any; real property and depreciable property, if any; and all other property of the Partnership. Negotiations shall continue as long as required, provided that if an agreement is not reached within ninety (90) days after notice from a General Partner, either Partner may terminate the negotiations and require the valuation to be submitted to arbitration as stated below; provided, however, the value shall not exceed the Partner's adjusted basis of his Partnership interest (less his share of Partnership debt) for Federal income tax purposes if the valuation date is within two (2) years of the effective date of this Agreement.

13.10 The total book value of the Partnership property shall be subtracted from the value of all Partnership property as determined. The excess of negotiated or arbitrated value over the book value shall be credited to the capital accounts of the Partners in the proportions provided above for allocating profits of the Partnership, and any deficiency of negotiated or arbitrated value compared to book value shall be debited to the capital accounts in said proportions. The amount of the balance in the capital and drawing account of the Terminating Partner, adjusted

as provided in this section, shall be the valuation of the Partnership interest of the Terminating Partner.

13.11 Any continuing Partner shall have the option to purchase the interest of the Terminating Partner at the valuation determined above. The option shall be exercised contemporaneously with the reaching of an agreement based upon a negotiated price or thirty (30) days after the determination of value by arbitration. The terms of payment shall be twenty-five percent (25%) of the purchase price at the time of exercise and the balance of the purchase price in three (3) equal annual installments of principal, with the first such payment due one (1) year after the date of exercise. The Partnership interest shall be conveyed at the time of exercise, but the buyers shall pledge such Partnership interest as security for payment of the balance. At the date of each such annual payment, the buyer shall also pay interest at the rate of twelve percent (12%) on any outstanding balance. There shall be no right of prepayment, except with the consent of the seller, but in the event of default the seller may elect to accelerate all remaining balances as due and payable immediately. Payments shall first be applied to interest and then to principal.

14. BOOKS OF ACCOUNT: The Partnership's fiscal year shall commence on January 1st of each year and shall end on December 31st of each year. The Partnership shall maintain, at the office of the Partnership, or of its' accountant, books, records and accounts showing separately, in accordance with generally accepted accounting

procedures consistently applied, all items that affect the financial and tax computations called for in this Agreement, and shall make such books, records and accounts available for inspection to the Partners at all reasonable times.

14.1 Within ninety (90) days after the close of each accounting year, the General Partner shall cause to be prepared, at the expense of the Partnership, a financial accounting report by an accountant qualified to act as such, and shall, within said ninety (90) days, cause a copy or condensed version of the report to be furnished to each member of the Partnership.

14.2 The copy or version to the Limited Partners shall include a balance sheet as of the last day of the accounting year, and a statement of income or profit and loss for the year, and any information necessary for the Partners to file income tax returns.

14.3 Partnership funds shall be deposited in the name of the Partnership in one or more banks to be designated by the General Partner and shall be withdrawn on the signature of the General Partner.

15. DISTRIBUTION OF ASSETS ON DISSOLUTION: Upon dissolution of the Partnership by mutual Agreement or for any other reason, its liabilities to creditors shall be paid in the order of priority provided by law, and the remaining assets, or the proceeds of their sale, shall be distributed in the following order:

(a) To the Limited Partners in proportion to their share of the profits;

- (b) To the Limited Partners in proportion to their capital contributions;
- (c) To the General Partners other than for capital and profits;
- (d) To the General Partners in proportion to their share of the profits;
- (e) To the General Partners in proportion to their capital contributions.

15.1 No Partner shall have the right to demand and receive property in kind for his distribution.

16. INCOME TAX: It is the intention of the parties that all amounts payable to a Terminating Partner, his agent or to the successor in interest of a deceased Partner, shall constitute payment for the interest of the Partner in Partnership property. The payments shall be considered a distribution under Section 736(b) of the Internal Revenue Code and not a payment of income under Section 736(a) of the Internal Revenue Code.

17. INCOME PAYMENT: No income payment under Section 736(a) of the Internal Revenue Code shall be made to any Terminating Partner, his agent or to the successor of a deceased Partner.

18. LIFE INSURANCE: The Partnership may purchase policies of life insurance in equal amounts on the life of each Partner upon the approval of all Partners.

19. VOLUNTARY DISSOLUTION: On any voluntary dissolution, the Partnership shall immediately commence to wind up its affairs.

The Partners shall continue to share profits and losses during liquidation. The Partnership assets shall then be applied as required in Idaho Code §53-223(1).

19.1 Any gain or loss on disposition of Partnership properties in the process of liquidation shall be credited or charged to the Partners in the proportion of their interest in profits or losses as set forth in Article 9.6. Any property distributed in kind in the liquidation shall be valued and treated as though the property were sold and the cash proceeds were distributed. The difference between the value of property distributed in kind and its book value shall be credited or charged to the Partners in the proportion of their interests in profits or losses as set forth in Article 9.6.

19.2 Should any Partner have a debit balance in his capital or drawing account, whether by reason of losses in liquidating Partnership assets or otherwise, the debit balance shall represent an obligation from him to the Partnership, to be paid in cash immediately upon written demand by the other Partners; provided, however, in no event shall the Limited Partners be required to contribute more than their original capital contributions and any distributions they received.

20. PRIVATE PLACEMENT: Any transfer of interest under this Partnership is subject to the restrictions on the transfer of securities sold under the private placement exemption of Section 4(2) of the Securities Act of 1933, as amended, with full disclosure of all material facts.

21. COVENANT TO SIGN DOCUMENTS: Each Party covenants on behalf of himself and his successors and assigns to execute, with acknowledgment or affidavit if required, any and all documents and writings that may be necessary or expedient in the creation of this Partnership, the achievement of its purposes, or the consummation of any matter covered by this Agreement, specifically including the Certificate of Limited Partnership and all amendments to it, as well as any cancellation of it, and the Certificate of Assumed Name.

22. NOTICES: All notices that any of the Parties may desire or that may be required to give notice to any of the other Parties shall be in writing and shall be given either personally or by prepaid certified mail directed to the parties' respective addresses as shown in the Certificate of Limited Partnership, or as later entered on the books of the Partnership pursuant to written notification to the Partners. Each notice shall be signed by the Party or Parties giving notice.

23. ANNUAL MEETING: There shall be an annual meeting of the General and Limited Partners at the Partnership's office commencing one year after the effective date of this Agreement, and each year thereafter. A representative of the General Partner shall preside at the annual meeting.

24. RECOVERY OF ATTORNEY'S FEES: In any actions between the Parties to enforce any of the terms of this Agreement or of any other contract relating to the Partnership, or an action in

any other way pertaining to the Partnership affairs of this Agreement, the prevailing Party shall be entitled to recover expenses, including a reasonable attorney's fee.

25. ADVICE: Each Limited Partner is advised to obtain independent legal, accounting and tax advice.

26. NO FIDUCIARY RIGHTS TO OTHER PROPERTY: Nothing contained in this Agreement shall preclude any Partner from purchasing other real property, including real property in the locality of what constitutes the subject matter of this Partnership, without notice to the other Partners, without participation by the other partners, and without liability to them or any of them. Each Partner waives any rights he may have against the others for capitalizing on information learned as a consequence of his connection with the affairs of this Partnership.

27. ENTIRE AGREEMENT: This Agreement contains the entire agreement among the parties and supersedes all prior writing or representations, except that the Certificate of Limited Partnership and Certificate of Assumed Name are incorporated herein and made a part hereof. On due execution it shall be binding on the Parties, their executors, administrators, heirs, successors, personal representatives and assigns.

28. COUNTERPARTS: This Agreement may be executed in counterparts, and as executed shall constitute on agreement, binding on all the parties, even though all the parties do not sign the original or the same counterpart.

IN WITNESS WHEREOF, the parties sign these Articles of Limited Partnership.

GENERAL PARTNER AND
LIMITED PARTNER:

STATE OF IDAHO)
County of Ada)

On this 22nd day of February, 1982, before me, the undersigned, personally appeared GUY L. WALKER, TERRY R. ARP, ROBERT G. STEWART and GARTH N. WILDE, known to me to be the persons that executed the foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal to
this certificate the day and year first above written.

Donna M. Piccione
Notary Public for Idaho
Residence: Boise, Idaho

STATE OF IDAHO)
) SS
COUNTY OF ADA)

I, Donna M. Piccione, a notary public,
do hereby certify that on this 22nd day of February, 1982, personally appeared before me Guy L. Walker, Terry Arp, Robert G. Stewart and Garth N. Wilde, who, being by me first duly sworn, declared that they are the Limited Partners of the KIMBERLY PROFESSIONAL CENTER, that they signed the foregoing document as Limited Partners of the Limited Partnership, and that the statements therein are true.

(Seal)

Donna M. Piccione
Notary Public for Idaho
Residing at: Boise, Idaho
My Commission Expires: March 187

**CONSENT OF SPOUSES
OF LIMITED PARTNERS**

We, the undersigned spouses of the General and Limited Partners, hereby acknowledge that we have read and understand the foregoing Articles of Limited Partnership, and we hereby consent to the provisions therein.

DATE

SIGNATURES

2-23-82

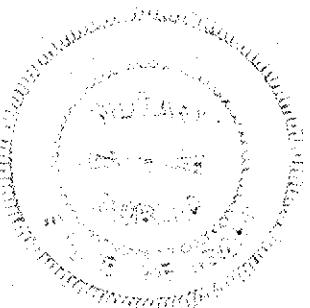
Karol Walker

STATE OF IDAHO)
County of Ada) ss.

On this 23rd day of February, 1982, before me, the
undersigned, personally appeared Karol Walker.

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
to this document the day and year first above written.



Donna M. Piccini
Notary Public for Idaho
Residing at: Boise, Idaho

CONSENT OF SPOUSES
OF LIMITED PARTNERS

We, the undersigned spouses of the General and Limited Partners, hereby acknowledge that we have read and understand the foregoing Articles of Limited Partnership, and we hereby consent to the provisions therein.

DATE

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~~SIGNATURES~~

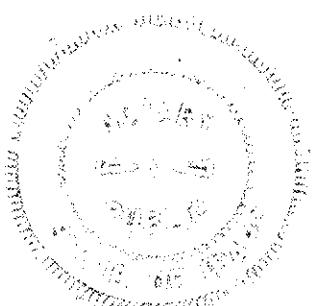
SIGNATURES
Peggy C. Cox

STATE OF IDAHO)
County of Ada) ss.

On this 23rd day of February, 1982, before me, the
undersigned, personally appeared Peggy C. Aley

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
to this document the day and year first above written.



Donna M Piccione
Notary Public for Idaho
Residing at: Rose Blaik

**CONSENT OF SPOUSES
OF LIMITED PARTNERS**

We, the undersigned spouses of the General and Limited Partners, hereby acknowledge that we have read and understand the foregoing Articles of Limited Partnership, and we hereby consent to the provisions therein.

DATE

2/23, 82

SIGNATURES

SIGNATURES

STATE OF IDAHO)
County of Ada) ss.

On this 23rd day of February, 1982, before me, the
undersigned, personally appeared J. Kaye Stewart

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
to this document the day and year first above written.

Donna M. Piccione
Notary Public for Idaho
Residing at: Bonne, Idaho

**CONSENT OF SPOUSES
OF LIMITED PARTNERS**

We, the undersigned spouses of the General and Limited Partners, hereby acknowledge that we have read and understand the foregoing Articles of Limited Partnership, and we hereby consent to the provisions therein.

DATE

22382

SIGNATURES

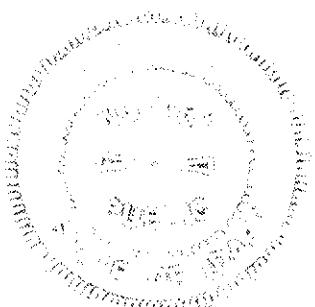
Patricia L. Wilde

STATE OF IDAHO)
County of Ada) ss.

On this 23rd day of February, 1982, before me, the
undersigned, personally appeared J. Patricia Z. Wilde

known to me to be the persons whose names are subscribed to the
within instrument, and acknowledged to me that they executed the
same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
to this document the day and year first above written.



Danna M. Piccione
Notary Public for Idaho
Residing at: Boise, Idaho

CAPITAL CONTRIBUTION

	<u>Value</u>	<u>Percentage of Ownership</u>	<u>Unit</u>
<u>General Partners:</u>			
Guy L. Walker	\$700		
Terry R. Arp	\$100		
Robert G. Stewart	\$100		
Garth N. Wilde	\$100		
<u>Limited Partners:</u>			
Guy L. Walker	\$700	70%	14
Terry R. Arp	\$100	10%	2
Robert G. Stewart	\$100	10%	2
Garth N. Wilde	\$100	10%	2