

83 MAY 13 PM 4:03  
SECRETARY OF STATE OF

CERTIFICATE OF LIMITED PARTNERSHIP

OF WLP THREE LIMITED PARTNERSHIP

1. The name of the limited partnership is WLP Three Limited Partnership.

2. The general character of its business is to participate as a general partner in NAGY/ODC #3, an Idaho general partnership.

3. The name of the registered agent for service of process is Oppenheimer Development Corporation, whose address is Suite 802, One Capital Center, 999 Main Street, Boise, Idaho, 83702.

4. The name and business address of each partner and the designation of each partner as a general partner or a limited partner are as follows:

<u>Name</u>	<u>Address</u>
<b><u>General Partner:</u></b>	
Oppenheimer Development Corporation	One Capital Center Drawer O 999 Main Street Boise, Idaho 83702
<b><u>Limited Partners:</u></b>	
Richard A. Fischer	One Capital Center Drawer O 999 Main Street Boise, Idaho 83702
William A. Funke	Interstate Food Processing P. O. Box 172 Caribou Road Ft. Fairfield, Maine 04742
William M. George	One Capital Center Drawer O 999 Main Street Boise, Idaho 83702

**Arthur F. Oppenheimer**

One Capital Center  
Drawer O  
999 Main Street  
Boise, Idaho 83702

**Douglas F. Oppenheimer**

One Capital Center  
Drawer O  
999 Main Street  
Boise, Idaho 83702

**Ernest J. Voigt**

One Capital Center  
Drawer O  
999 Main Street  
Boise, Idaho 83702

**5. The amount of cash contributed by each partner is as follows:**

Oppenheimer Development Corporation	\$150
Richard A. Fischer	\$750
William H. Funke	\$2,550
William M. George	\$900
Arthur F. Oppenheimer	\$1,650
Douglas F. Oppenheimer	\$750
Ernest J. Voigt	\$750

No partner has contributed property, labor, or services as of the date of this Certificate.

**6. The partners have agreed to make additional cash contributions to the limited partnership in the amounts and at the times as follows:**

August 15, 1983	\$3,431
January 1, 1984	\$8,235
January 1, 1985	\$8,235
January 1, 1986	\$8,235
January 1, 1987	\$4,122

The partners shall make such contributions in proportion to the amounts of their initial capital contributions as set out in Paragraph 5.

The partners have agreed to make additional cash contributions to the limited partnership, in excess of those set out in the previous paragraph in a total amount not to exceed \$7,500, at the call of the general partner from time to time, to meet additional obligations and expenses of the limited partnership during the initial five years of its existence. The general partner shall give the partners not less than twenty calendar days written notice for the payment of the designated amount of such additional periodic cash contribution. Such contributions shall be made by the general and limited partners in proportion to the amounts of their initial capital contributions as set out in Paragraph 5.

In the event that the total project cost of development and construction of the buildings and improvements to be constructed on the property of NAGY/ODC #3 on North Yellowstone Highway in Idaho Falls, Idaho, pursuant to Section 4(a) of the Lease dated February 28, 1983 between NAGY/ODC #3 and Hot 'n' Juicy Food Service, Inc. exceed \$500,000, the general partner may choose to request additional cash contributions from all partners to pay WLP Three's share of such costs. In the event that the general partner makes such request and any partners elect to participate, all partners who so elect shall make their additional cash contributions, in proportion to their initial capital contributions, as set out in Paragraph 5, as are necessary to pay WLP Three's share of such excess costs.

7. A limited partner has no power to grant the right to become a limited partner to an assignee of any part of his limited partnership interest without the consent of the general partner, with such consent being in the sole discretion of the general partner. To transfer his interest in the limited partnership, a limited partner must also obtain either the mutual agreement of all the partners or offer his interest in the limited partnership for sale first to the general partner for a period of thirty (30) days, on the terms and conditions received from a third party, and, if the general partner elects not to purchase, then the other limited partner shall have a period of fifteen (15) days thereafter in which to purchase his interest in the limited partnership, on the terms and conditions received in the offer from a third party.

8. The Limited Partnership Agreement provides no means by which an limited partner may terminate his membership in the limited partnership, other than by a transfer of his interest to another person.

9. All partners have the right to receive, during the continuance of the limited partnership, distributions of cash from the limited partnership in proportion to their respective capital contributions, except as provided elsewhere in this Paragraph 9.

Notwithstanding anything in this Paragraph 9 to the contrary, any net cash received available for distribution by the limited partnership resulting from a refinancing of the project by NAGY/ODC #3 shall be distributed in the order of priority as follows: (1) to any partner in amount necessary to pay that partner the return on his contribution that he and/or his predecessor in interest may have made pursuant to the third paragraph of Paragraph 6, to the extent that such an amount has not been previously paid, (2) to any partner in the amount necessary to reimburse that partner for the amount that was contributed by that partner and/or his predecessor in interest pursuant to the third paragraph of Paragraph 6, (3) to the partners in an amount equal to the amount contributed by those partners and/or their predecessors in interest pursuant to Paragraph 5 and the first and second paragraphs of Paragraph 6, and (4) if the net cash received exceed the amounts required for (1), (2) and (3) above, two-thirds of the excess to the limited partners and one-third of the excess to the general partner.

Notwithstanding anything in this Paragraph 9 to the contrary, any net cash received available for distribution by the limited partnership resulting from the sale of all or any part of the assets of the limited partnership or NAGY/ODC #3 shall be distributed in the order of priority as follows: (1) to any partner in amount necessary to pay that partner the return on his contribution that he and/or his predecessor in interest may have made pursuant to the third paragraph of Paragraph 6, to the extent that such an amount has not been previously paid, (2) to any partner in the amount necessary to reimburse that partner for the amount that was contributed by that partner and/or his predecessor in interest pursuant to the third paragraph of Paragraph 6, (3) to the partners in an amount equal to the amount contributed by those partners and/or their predecessors interest pursuant to Paragraph 5 and the first and second paragraphs of Paragraph 6, and (4) if the net cash received exceed the amounts required for (1), (2) and (3) above, two-thirds of the excess to the limited partners and one-third of the excess to the general partner.

10. A partner shall have the right to receive, and the general partner shall have the right to make, distributions to the partners which include a return of all or any part of the partners' contribution in the event of adequate net cash receipts being available for distribution by the limited partnership resulting from a refinancing of the project by NAGY/ODC #3 or the sale of all or any part of the assets of the limited partnership or NAGY/ODC #3.

11. The limited partnership is to be dissolved and its affairs wound up upon the happening of any of the following events of termination: (1) the death, incapacity or bankruptcy of a general partner who is a natural person, (2) the bankruptcy, dissolution or liquidation of a general partner who is not a

natural person, (3) the final distribution of cash receipts from a sale of the limited partnership's interest in NAGY/ODC #3, (4) the dissolution and liquidation of NAGY/ODC #3 and a distribution of the assets thereof, or (5) the expiration of the term of the limited partnership on December 31, 2023.

12. In the event of the death, incapacity, or bankruptcy of a general partner who is a natural person, or in the event of the bankruptcy, dissolution or liquidation of a general partner who is not a natural person, the remaining general partners shall determine whether to continue the limited partnership no later than ninety (90) days following the happening of such event.

13. Each of the limited partners, pursuant to Section 19 of the Limited Partnership Agreement, has constituted and appointed Oppenheimer Development Corporation for so long as it is a general partner in the limited partnership, his true and lawful attorney-in-fact and agent with full power and authority in his name, place, and stead, to make, execute, acknowledge, file and record this Certificate of Limited Partnership and amendment thereto, the Certificate of Assumed Business Name, and any amendment thereto, and any other document or instrument that Oppenheimer Development Corporation deems necessary or appropriate to establish, maintain, develop or terminate the limited partnership as a limited partnership under the laws of the State of Idaho.

IN WITNESS WHEREOF, on its own behalf and pursuant to the limited power of attorney vested in the undersigned to execute this Certificate of Limited Partnership of WLP Three Limited Partnership on behalf of the other partners pursuant to Section 19 of the Limited Partnership Agreement dated May 9, 1983, the undersigned has executed this Certificate of Limited Partnership of WLP Three Limited Partnership as of this 13th day of May, 1983.

OPPENHEIMER DEVELOPMENT CORPORATION

By

R. D. Cantlon, Vice President

ATTEST:

Melodie L. Jones  
Melodie L. Jones, Secretary

RICHARD A. FISCHER, WILLIAM A. FUNKE,  
WILLIAM M. GEORGE, ARTHUR F. OPPENHEIMER,  
DOUGLAS F. OPPENHEIMER, ERNEST J. VOIGT,  
BY OPPENHEIMER DEVELOPMENT CORPORATION,  
an Idaho corporation and attorney-  
in-fact

By

  
R. D. Cantlon, Vice President

ATTEST:

  
Melodie L. Jones, Secretary