

**NORTHWEST WOODBINE  
CERTIFICATE OF LIMITED PARTNERSHIP**

11 11 AM '88  
SECRETARY OF STATE

STATE OF IDAHO     )  
                              ) ss.  
County of Ada     )

Pursuant to the provisions of Sections 53-208, Idaho Code, the undersigned, who are all of the partners, whether limited or general, in that certain limited partnership known as Northwest Woodbine Limited Partnership, do hereby file the Certificate of Limited Partnership with the office of the Idaho Secretary of State as follows:

This Certificate of Limited Partnership shall serve as the Partnership Agreement; it is made by and amongst Gary Douthit and Ken Rich, as General Partners, and Steve Murray, Chris Blickfeldt, Bill Thibadeau, Brian Thibadeau, Dave Bell, Earl Perry, Mike Douthit, Gerald Wageman, Larry Sundquist and Tom Elliot as Limited Partners.

In consideration of the mutual promises made and for other good and valuable consideration, the parties agree as follows:

**A. Definitions**

Unless stated otherwise or the context so requires, "Partnership" means this Limited Partnership. "Partner" or "Partners," unless preceded by "General" or "Limited," means the General Partners and the Limited Partners.

**B. Formation**

This Limited Partnership is formed pursuant to the laws of the State of Idaho and the Uniform Limited Partnership Act applying therein, as amended from time to time. However, unless the Idaho version of the Uniform Limited Partnership Act expressly provides that the Act supersedes any provision contained in this Agreement, the terms and conditions of this Agreement shall apply unless expressly amended in writing by the Partners. The Partnership shall be conducted under the fiduciary duties owed by one Partner to another. In case this Agreement shall be found in any way to conflict with the statutes or regulations governing or promulgated by the Department of Housing and

Urban Development (HUD), as same shall be amended from time to time, such statutes and provisions shall control.

#### **C. Name**

The name of the Partnership is the Northwest Woodbine Limited Partnership. The Partnership may conduct its business under such other fictitious names as the General Partners may select and the law permits.

#### **D. Purposes**

The purposes of the Partnership are to engage in the construction of drywall and acoustical portions of two construction projects known as "the cottage" and a larger construction project known as "Woodbine Apartments," HUD #124-36601, and to do the things necessary, advisable, or expedient, in connection with, or incidental to, such business.

#### **E. Principal Office**

The office of the Partnership shall be at 3661 Ticonderoga, Boise, Idaho 83706. The Partnership may maintain additional offices. Gary Douthit is designated the agent for service of process and his address is 3661 Ticonderoga, Boise, Idaho 83706.

#### **F. Name and Business Address of Partners:**

##### **1. General Partners:**

- a. Gary Douthit, 3661 Ticonderoga, Boise, Idaho 83706.
- b. Ken Rich, 2052 N. Lark Pl., Meridian, Idaho 83642.

##### **2. Limited Partners:**

- a. Steve Murray, 10135 Lancelot, Boise, Idaho 83704.
- b. Chris Blickfeldt, 6403 Overland Road, Boise, Idaho 83709.
- c. Earl Perry, 1716 Franklin Road, Boise, Idaho 83702.

- d. Mike Douthit, 1713 S. Curtis Road, No. 73, Boise, Idaho 83705.
- e. Gerald Wageman, 1215 S. Kimball, Caldwell, Idaho 83605.
- f. Tom Elliot, 1918 Penniger, Boise, Idaho 83709
- g. Dave Bell, 262 E. 2nd, Kuna, Idaho 83634.
- h. Brian Thibadeau, 10728 Edna, Boise, Idaho 83704.
- i. Bill Thibadeau, 10728 Edna, Boise, Idaho 83704.
- j. Larry Sundquist, 11101 Fairview, Sp. 54, Boise, ID 83704

#### **G. Term**

The partners have been operating as a partnership since construction began on "the cottage". The term of the Limited Partnership under this agreement shall begin on the date of the filing of the Certificate of Limited Partnership and end on the date the Partnership completes its work, and is paid for such work as it has completed, on the Woodbine Apartments. The partnership may be terminated at a sooner date by one or more of the following acts of dissolution:

1. The disposition of substantially all of the real and personal property owned by the Partnership;
2. The withdrawal, liquidation, retirement, death, judicially declared insanity, bankruptcy, or expulsion of the sole remaining General Partner; or
3. Any other way which may be allowed under the Idaho version of the Uniform Limited Partnership Act, as amended from time to time.

#### **H. Shares of the Partners**

Each general partner shall have a 26% interest in the partnership and each limited partner shall have a 4.8% interest in the partnership.

Guaranteed payments shall be distributed to all partners each time the partnership receives a payment from the general contractor on either "the cottage" or the "Woodbine Apartments."

Guaranteed payments shall be made as follows:

1. General Partners: Each general partner shall receive as his guaranteed payment the sum of \$2,000 per each month there is work done on the Woodbine Apartments by any partner.

2. Limited Partners: Each limited partner shall receive as his guaranteed payment a sum figured as follows:

a. Steve Murray: \$9.07 per hour for time he performs work on the project; if this amount is impractical, as determined by the General Partners, then he shall be paid a comparable amount by the foot of drywall hanged;

b. Chris Blickfeldt: \$10.00 per hour for time he performs work on the project; if this amount is impractical, as determined by the General Partners, then he shall be paid a comparable amount by the foot of drywall hanged;

c. Earl Perry: \$9.07 per hour for time he performs work on the project; if this amount is impractical, as determined by the General Partners, then he shall be paid a comparable amount by the foot of drywall hanged;

d. Dave Bell: \$10.00 per hour for time he performs work on the project; if this amount is impractical, as determined by the General Partners, then he shall be paid a comparable amount by the foot of drywall hanged;

e. Bill Thibadeau: \$12.00 per hour for time he performs work on the project; if this amount is impractical, as determined by the General Partners, then he shall be paid a comparable amount by the foot of drywall hanged;

f. Brian Thibadeau: \$9.07 per hour for time he performs work on the project; if this amount is impractical, as determined by the General Partners, then he shall be paid a comparable amount by the foot of drywall hanged;

g. Mike Douthit: \$8.03 per hour for time he performs work on the project; if this amount is impractical, as determined by the General Partners, then he shall be paid a comparable amount by the foot for taping;

h. Gerald Wageman: \$10.50 per hour for time he performs work on the project; if this amount is impractical, as determined by the General Partners, then he shall be paid a comparable amount by the foot for taping;

i. Tom Elliot: \$8.03 per hour for time he performs work on the project; if this amount is impractical, as determined by the General

Partners, then he shall be paid a comparable amount by the foot for taping.

j. Larry Sundquist: \$8.03 per hour for time he performs work on the project; if this amount is impractical, as determined by the General Partners, then he shall be paid a comparable amount by the foot for taping.

If the general partners deem it impractical to distribute to any limited partner a payment, guaranteed or otherwise, based upon hours worked, and that distribution should be determined based upon a footage calculation, the general partners agree to make such footage calculation fairly, and consistent with their obligation of good faith and fair dealing in this agreement.

After guaranteed payments are distributed to the partners, and after other partnership debts are paid, the balance of funds received by the partnership shall be distributed as follows:

The first \$15,000 remaining after such guaranteed payments and debts are paid, for all funds received by the partnership covering a one-month period of payments to the partnership, such funds shall be divided equally among the general partners, each to receive one-half of any amount so remaining;

For any amounts in excess of the amounts received by the partnership, as described in the preceeding paragraph, such excess sum shall be distributed among the partners in an amount equal to the percentage share of the partnership each partner owns.

### **I. Contributions of Labor and Skill**

The partners shall contribute labor and skill as the jobs require; the final decision as to what labor and skill are required shall rest with the general partners.

**GENERAL PARTNERS: \$500:** The general partners shall equally bear the expenses of providing all required insurance in addition to providing their skilled labor as required at the jobsite. The general partners shall advance costs and provide labor in the amount and value of \$500 each.

**LIMITED PARTNERS: \$100:** Each limited partner shall contribute labor with a value of \$100 within six months of the date of the filing of the

Certificate of Limited Partnership. This amount shall be returned to each limited partner at the termination of the limited partnership.

**J. Assignment of Partnership Interest**

The limited partners shall have no right to assign their interest in this limited partnership.

**K. Early Termination of Partnership**

If at any time a partner wishes to leave the partnership, his share of the partnership assets (payments to the partnership) shall be determined as of the next date after such partner leaves on which the partnership receives payment for work accomplished on either of the two construction projects in which this partnership shall be involved. A limited partner's share shall be determined as set forth above: his \$100 contribution to the partnership shall be returned to him; the limited partner's share shall be determined based upon the volume of work he has performed and upon his ownership share in the partnership, as set forth above in section H of this Certificate of Limited Partnership. Guaranteed payments which have been previously made to any such limited partner shall be subtracted from the partnership's liability to such limited partner. After subtracting amounts paid to such limited partner, if there is a further amount due to such limited partner under Section H of this Certificate, such additional amount shall be determined as of the last calendar month in which the limited partner actually performed work on the project. Once a partner has notified all of the other partners he is leaving the partnership, and he has received his share of the partnership assets as previously described, he shall have no more rights or duties with respect to this partnership.

**L. Right to Continue Business**

Upon the withdrawal of any partner from the partnership, the remaining general partner or general partners may continue the partnership without taking any affirmative action. The partnership shall not continue if there remain, after withdrawal, no general partners.

**M. Idaho Residency**

All partners shall be Idaho residents.

#### **N. Number of Partners**

The sum total of all partners in the partnership shall not exceed 19.

#### **O. Amendment**

This Agreement may be amended at any time for any reason permitted under Idaho law, including, but not limited to, the addition of such other limited partners as the general partners deem proper. .

#### **P. Powers of General Partners**

1. The General Partners shall possess all of the powers and rights of a General Partner under the Idaho Uniform Limited Partnership Act, including, but not limited to the powers, in the General Partners' absolute discretion and on behalf of the Partnership, to:

A. Sell, assign, convey, or otherwise transfer title to any portion of the Partnership's real and personal property, including any interest in any mortgage - - embracing, for the purpose of this Agreement, deeds of trust, security agreements, financing statements, and similar loan transaction documentation - - lease, or other interest in real or personal property;

B. Lease, upon such terms as may be deemed proper, all or any portion of the Partnership's real or personal property, whether or not the leased space or facility is to be occupied by the lessee or subleased in whole or in part to others;

C. Borrow money for the partnership;

D. Place record title to the Partnership's real or personal property in the name or names of a nominee or nominees for the purpose of mortgage financing or any other convenience or benefit to the Partnership;

E. Unless otherwise provided herein, determine, in accordance with generally accepted principles of accounting consistently applied,

whether items of income, gain, loss, deduction, or credit shall be treated either as capital or extraordinary items, or, alternatively, as profit or loss items;

F. Select and open Partnership bank accounts, with withdrawals therefrom to be made upon signature(s) designated by the General Partners;

G. Keep books of account, including accounts required to reflect Partners' profit or loss and capital, in which each Partnership transaction shall be entered. These books of account, kept on the basis of the calendar year, together with a certified copy of the Certificate of Limited Partnership and any amendments thereto, shall be maintained at the Partnership's principal office or at any other place designated by the General Partners, and shall be open to reasonable inspection and examination by the Partners and their duly authorized representatives;

H. Have the accountants for the Partnership prepare appropriate reports and deliver to the Partners reports of operations at least once per year.

I. Execute, acknowledge, and deliver any and all instruments to effectuate any of the foregoing powers.

2. Each Limited Partner irrevocably constitutes and appoints the General Partners his true and lawful attorney to make, execute, acknowledge, and file in his name, place, and stead:

A. A Certificate of Limited Partnership under applicable laws, as required;

B. Any certificate or other instrument, including registrations or filings concerning the use of fictitious names and necessary or appropriate filings under the federal and state Securities Acts that may be required to be filed by the Partnership under the



laws of any state or which the General Partners shall deem advisable to file;

- C. Documents required to effectuate the dissolution and termination of the Partnership; and
- D. Amendments and modifications of the instruments described above.

3. Each Limited Partner agrees that the power of attorney is coupled with an interest. The power of attorney, as well as the other powers of the General Partner set forth in this Agreement, shall survive the death or legal incapacity of a Limited Partner.

#### **Q. Services of General Partner**

The General Partners shall devote whatever time and effort may be necessary or appropriate to the business and affairs of the Partnership. Except as to guaranteed payments and other distributions made to them as Partners under paragraph H of this Certificate, the General Partners shall receive no compensation for their services.

#### **R. Limitations of Limited Partners**

No Limited Partner as a Partner shall take any part in the conduct of the business or control of the assets of the Partnership or in the sale, leasing, financing or refinancing of any of its assets, or have any right or authority to act for or bind the Partnership. A Limited Partner shall not become liable as a General Partner nor shall he be liable to creditors of the Partnership. No interest shall be due, paid, or payable on capital contributions.

#### **S. Termination of Partnership Interest**

A Partner may be expelled from the Partnership for any reason or for no reason, upon the agreement of both general partners. Expulsion from the partnership shall be solely and entirely within the subjective judgment of the general partners. It shall be subject to no objective standard of reasonableness. Anyone expelled from the partnership, or whose interest in the partnership has been voluntarily or involuntarily terminated, shall have

his interest in the partnership determined as stated in this Certificate, and distribution of his interest to him shall be made in accordance with this agreement as of the date his interest is terminated.

#### T. Execution of Certificates

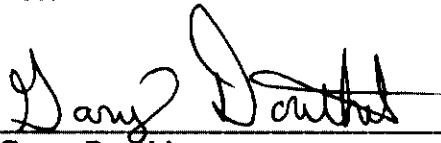
Each of the parties hereto shall execute and acknowledge any and all certificates or other instruments required to be filed by the Partnership under the Idaho Uniform Limited Partnership Act or any other statute.

#### U. Arbitration of Disputes

Any dispute arising out of or in connection with this Agreement shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and any decision rendered in such arbitration shall have the same effect as if made by a court having proper jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Partnership Agreement.

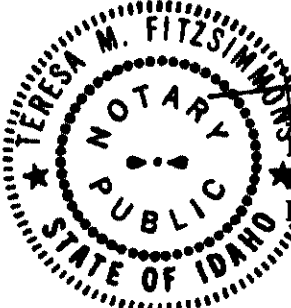
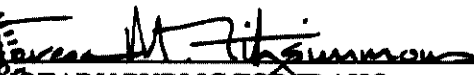
Dated this 10 day of February, 1988.

  
\_\_\_\_\_  
Gary Douthit

#### ACKNOWLEDGMENT

On this 10 day of February, 1988, in Boise, Idaho, appeared before me a person known to me to be Gary Douthit, the person whose name appears on the above instrument, and the same Gary Douthit has sworn and subscribed to the truth of the matters stated therein.

Wherefore, I have set my hand to this instrument this 10 day of February, 1988.

  
  
\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing at Boise, Idaho  
Expires: 4/24/93

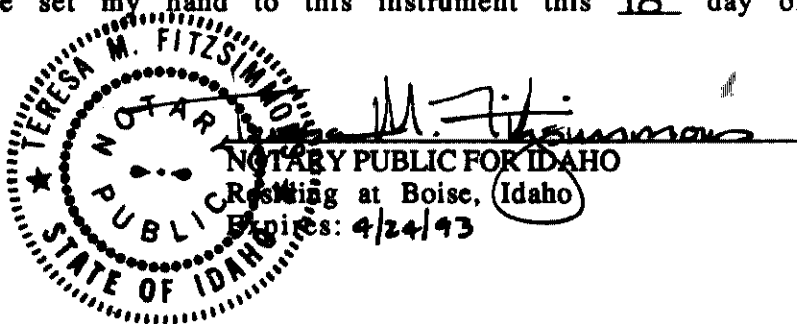
Dated this 10 day of February, 1988.

Ken Rich  
Ken Rich

### ACKNOWLEDGMENT

On this 10 day of February, 1988, in Boise, Idaho, appeared before me a person known to me to be Ken Rich, the person whose name appears on the above instrument, and the same Ken Rich has sworn and subscribed to the truth of the matters stated therein.

Wherefore, I have set my hand to this instrument this 10 day of February, 1988.



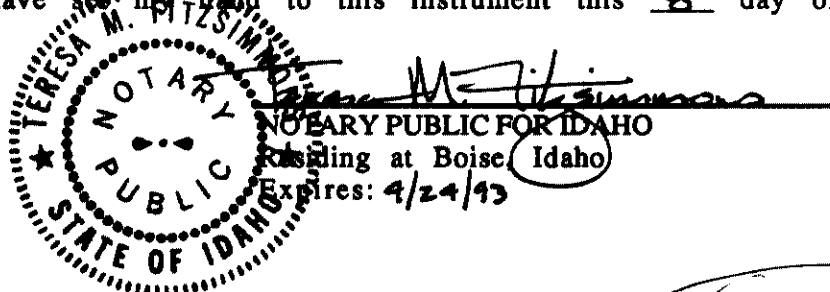
Dated this 8 day of February, 1988.

Steve Murray  
Steve Murray

### ACKNOWLEDGMENT

On this 8 day of February, 1988, in Boise, Idaho, appeared before me a person known to me to be Steve Murray, the person whose name appears on the above instrument, and the same Steve Murray has sworn and subscribed to the truth of the matters stated therein.

Wherefore, I have set my hand to this instrument this 8 day of February, 1988.



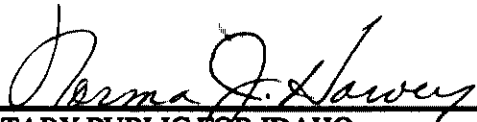
Dated this 10 day of February, 1988.

Chris Blickfeldt  
Chris Blickfeldt

### ACKNOWLEDGMENT

On this 10<sup>th</sup> day of February, 1988, in Boise, Idaho, appeared before me a person known to me to be Chris Blickfeldt, the person whose name appears on the above instrument, and the same Chris Blickfeldt has sworn and subscribed to the truth of the matters stated therein.

Wherefore, I have set my hand to this instrument this 10<sup>th</sup> day of February, 1988.

  
\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing at Boise, Idaho  
Expires: 7-2-93

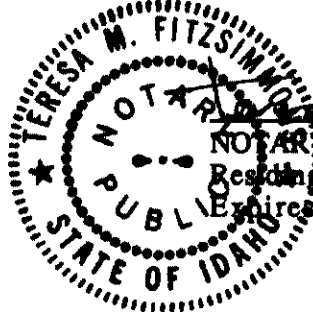
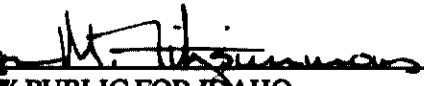
Dated this 11 day of February, 1988.

  
\_\_\_\_\_  
Earl Perry


### ACKNOWLEDGMENT

On this 11 day of February, 1988, in Boise, Idaho, appeared before me a person known to me to be Earl Perry the person whose name appears on the above instrument, and the same Earl Perry has sworn and subscribed to the truth of the matters stated therein.

Wherefore, I have set my hand to this instrument this 11 day of February, 1988.

  
  
\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing at Boise, Idaho  
Expires: 4/24/93

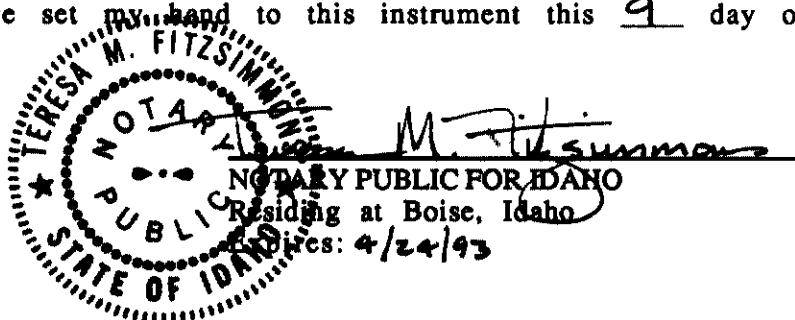
Dated this 9 day of February, 1988.

  
\_\_\_\_\_  
Mike Douthit

### ACKNOWLEDGMENT

On this 9 day of February, 1988, in Boise, Idaho, appeared before me a person known to me to be Mike Douthit, the person whose name appears on the above instrument, and the same Mike Douthit has sworn and subscribed to the truth of the matters stated therein.

Wherefore, I have set my hand to this instrument this 9 day of February, 1988.



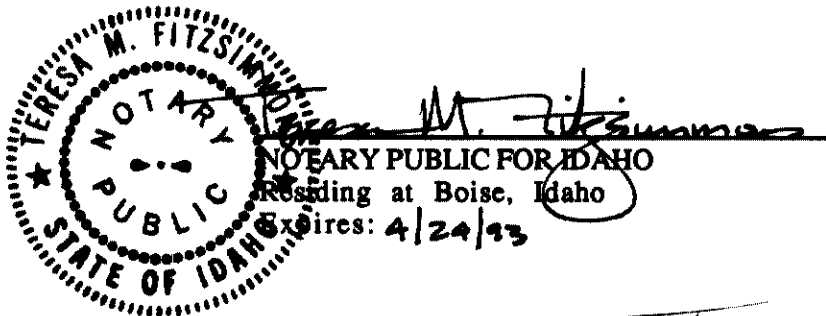
Dated this 9 day of February, 1988.

Gerald Wageman  
Gerald Wageman

### ACKNOWLEDGMENT

On this 9 day of February, 1988, in Boise, Idaho, appeared before me a person known to me to be Gerald Wageman, the person whose name appears on the above instrument, and the same Gerald Wageman has sworn and subscribed to the truth of the matters stated therein.

Wherefore, I have set my hand to this instrument this 9 day of February, 1988.



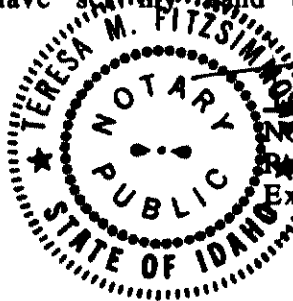
Dated this 9 day of February, 1988.

Thomas J. Elliot  
Tom Elliot

### ACKNOWLEDGMENT

On this 9 day of February, 1988, in Boise, Idaho, appeared before me a person known to me to be Tom Elliot, the person whose name appears on the above instrument, and the same Tom Elliot has sworn and subscribed to the truth of the matters stated therein.

Wherefore, I have set my hand to this instrument this 9 day of February, 1988.



Teresa M. Fitzsimmons  
NOTARY PUBLIC FOR IDAHO  
Residing at Boise, Idaho  
Expires: 4/24/93

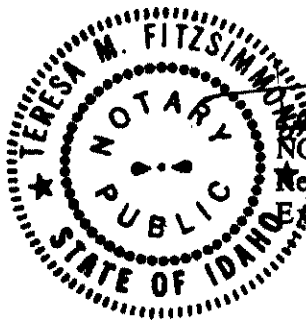
Dated this 9th day of February, 1988.

Brian Thibadeau  
Brian Thibadeau

### ACKNOWLEDGMENT

On this 8 day of February, 1988, in Boise, Idaho, appeared before me a person known to me to be Brian Thibadeau, the person whose name appears on the above instrument, and the same Brian Thibadeau has sworn and subscribed to the truth of the matters stated therein.

Wherefore, I have set my hand to this instrument this 8 day of February, 1988.



Teresa M. Fitzsimmons  
NOTARY PUBLIC FOR IDAHO  
Residing at Boise, Idaho  
Expires: 4/24/93

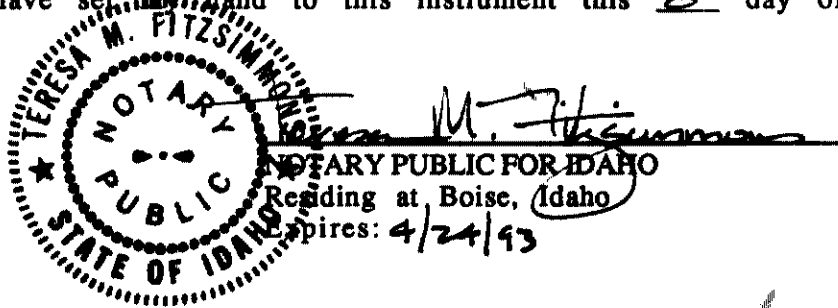
Dated this 8 day of February, 1988.

Bill Thibadeau  
Bill Thibadeau

### ACKNOWLEDGMENT

On this 8 day of February, 1988, in Boise, Idaho, appeared before me a person known to me to be Bill Thibadeau, the person whose name appears on the above instrument, and the same Bill Thibadeau has sworn and subscribed to the truth of the matters stated therein.

Wherefore, I have set my hand to this instrument this 8 day of February, 1988.



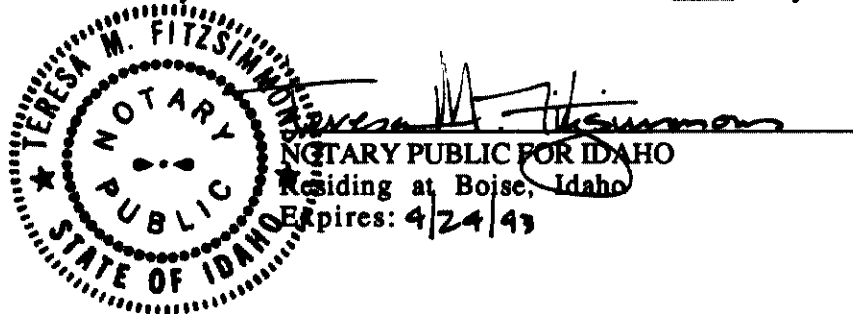
Dated this 8 day of February, 1988.

Dave Bell  
Dave Bell

### ACKNOWLEDGMENT

On this 8 day of February, 1988, in Boise, Idaho, appeared before me a person known to me to be Dave Bell, the person whose name appears on the above instrument, and the same Dave Bell has sworn and subscribed to the truth of the matters stated therein.

Wherefore, I have set my hand to this instrument this 8 day of February, 1988.



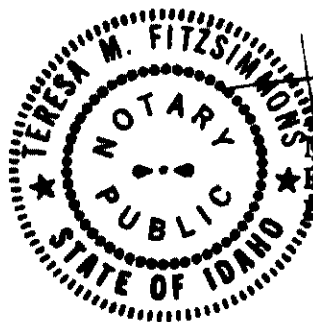
Dated this 9 day of February, 1988.

Larry Sundquist  
Larry Sundquist

### ACKNOWLEDGMENT

On this 9 day of February, 1988, in Boise, Idaho, appeared before me a person known to me to be Larry Sundquist, the person whose name appears on the above instrument, and the same Larry Sundquist has sworn and subscribed to the truth of the matters stated therein.

Wherefore, I have set my hand to this instrument this 9 day of February, 1988.



Teresa M. Fitzsimmons  
NOTARY PUBLIC FOR IDAHO  
Residing at Boise, Idaho  
Expires: 4/24/93