

CERTIFICATE OF LIMITED PARTNERSHIP

WING HOLDERS ASSOCIATES

1. The name of the limited partnership: WING HOLDERS ASSOCIATES.
2. The character of the limited partnership business:

To acquire, purchase, sell, hold, rent, own, lease, ground lease, hypothecate and mortgage real or personal property, mortgages, deeds of trust and any other documents secured by real or personal property.

3. The location of the principal place of the limited partnership's business:

c/o Earl C. Barnard, 123 W. Main, P. O. Box 67,
Emmett, Idaho 83617.

4. The name and place of residence or principal place of business address of each member; general and limited partners being respectively designated is as follows:

	<u>NAME</u>	<u>ADDRESS</u>
1.	Earl C. Barnard	123 W. Main, P. O. Box 67 Emmett, Idaho 83617
2.	James F. Stewart, Jr.	3905 Del Rosa San Bernardino, CA 92404
3.	Charles F. Ward	Box 1144 Blue Jay, CA 92317

The name and place of residence or principal place of business address of each limited partner is as follows:

See Exhibit A attached.

5. The term for which the partnership is to exist:

Thirty years from March 1, 1975, unless sooner dissolved as provided in the limited partnership agreement.

6. The amount of cash and a description of and the agreed value of the other property contributed by each limited partner:

Each limited partnership interest held in joint tenancy constitutes only a single limited partnership interest. Each limited partner with exception of each general partner who is also a limited partner is valued as shown in Exhibit A attached. It is agreed Earl C. Barnard, a general partner who will also act as a limited partner, shall not contribute to the capital account of the partnership.

7. The additional contributions, if any, agreed to be made by each limited partner and the times at which or events on the happening of which they shall be made:

None, except that each limited partner with exception of the general partner acting as limited partner shall contribute the additional sum of \$15.00 each month to offset organizational and other operational expenses of the general partners.

8. The time, if agreed upon, when the contribution of each limited partner is to be returned:

The only agreement for the return of contributions is to be on or after the dissolution of the partnership.

9. The share of the profits or other compensation by way of income which each limited partner shall receive:

The percentage that his investment bears to the total outstanding investment as shown in Exhibit A attached.

10. The right, if given, of a limited partner to substitute an assignee as contributor in his place, and the terms and conditions of the substitution:

Except as set forth herein, no limited partnership interest may be sold, transferred or assigned without the first running of an option of the right of first purchase to the remaining limited partners and the general partners. In any case no limited partnership interest may be sold, transferred or assigned in part; nor may any limited partnership interest owned in joint tenancy be partitioned, transmuted or otherwise changed to any other form of ownership among the joint tenants except as to a transfer, sale or assignment in writing from one tenant to the other with concurrent notice to the partnership, except as to the events in which the joint survivorship rights shall come into fruition and except as to a sale, transfer or assignment of the entire partnership interest held in joint tenancy. No vendee, assignee or transferee of a limited partnership interest shall become a "substituted" limited partner unless any group of partners holding fifty-one percent or more of the total outstanding limited partnership "investment" approves the same in an annual or special meeting properly initiated by the general partners for that purpose. Only the general partners, at their sole discretion and upon their unanimous agreement, can initiate the procedure to "substitute" an assignee.

11. The right, if given, of the partners to admit additional limited partners:

Additional limited partners may be admitted in accordance with the procedures set forth in Number 10, hereinabove.

12. The right, if given, of one or more of the limited partners to priority over other limited partners, as to contributions or as to compensation by way of income, and the nature of such priority:

None, except if any limited partner does not pay, after 30 days written demand, the remaining balance or parts thereof of his contribution to this partnership as set forth in paragraph 6 hereinabove said limited partner will not be entitled to further participate as a limited partner, in any manner whatsoever, including but not limited to the right to vote; and said limited partner will further not be entitled to any rights, compensation,

return of compensation, capital, income, depreciation or any other rights or monies or distribution or property whatsoever; except at, and only at, the termination of this partnership, if there be sufficient monies or property to give all the other limited partners after all prior distributions and returns of capital, at least the value of his "investment", said non-contributing limited partner shall thereafter participate in any remaining distributions only proratedly based on his actual investment in relation to the over-all investment.

13. The right, if given, of the remaining general partner of partners to continue the partnership business on the death, retirement, or insanity of a general partner:

In the event of any of the foregoing, the remaining general partner or partners shall have the right to continue the business; if there be no remaining general partner, the limited partner shall have the right to continue the partnership business by following the notice and voting procedure set forth in Number 10, hereinabove. However, prior to the election to continue the business by the limited partners, any group of partners holding fifty-one percent or more of the total outstanding investment may appoint a temporary general partner to temporarily continue the partnership business.

14. The right, if given, of a limited partner to demand and receive property other than cash in return for his contribution:

None.

15. The right, if given, of a limited partner to vote upon any of the matters described and the vote required for election or removal of general partners, or to cause other action to be effective as to limited partners:

The limited partners may, by the notice and voting procedures set forth in Number 10, hereinabove, have the following rights:

- A. Cause the removal of any general partner or partners at any time and cancel any executory portion of any contract with the general partner or partners removed.
- B. Terminate the limited partnerships.
- C. Amend the partnership agreement.
- D. Approve the sale or exchange of all or substantially all the assets of the partnerships by the general partner or partners; however, the general partner(s) shall have the irrevocable power of attorney to sign any amended certificate of limited partnership provided that such signature is in accordance with the limited partnership agreement.

Executed at Emmett, Idaho, on this 19th day of November 1979.

GENERAL PARTNERS

Earl C. Barnard
Earl C. Barnard

James F. Stewart, Jr.
James F. Stewart, Jr.

Charles F. Ward
Charles F. Ward

LIMITED PARTNERS

Edward R. Vogler
22 Eastwood Road
Danbury, CT 06810

BY: Earl C. Barnard
Attorney in Fact

James F. Stewart, Jr.
3905 Del Rosa
San Bernardino 92404

James F. Stewart, Jr.
Charles F. Ward

Charles F. Ward
Box 1144
Blue Jay, CA 92317

Richard B. Thobe
8501 Osuna NE
Albuquerque, NM 87111

BY: Earl C. Barnard
Attorney in Fact

Danny T. Rogers
116 McGuire St
Travis AFB 94535

BY: Earl C. Barnard
Attorney in Fact

D. E. White
P. O. Box 564
Sheridan, Mont. 59479

BY: Earl C. Barnard
Attorney in Fact

STATE OF IDAHO)
(SS.
COUNTY OF GEM)

The foregoing instrument was acknowledged before me this 19th day of November 1979, by Earl C. Barnard, known to me to be the person who has executed this instrument.

Kathleen M. Mitchell
Notary Public
Residing at Emmett, Idaho
Lifetime Commission

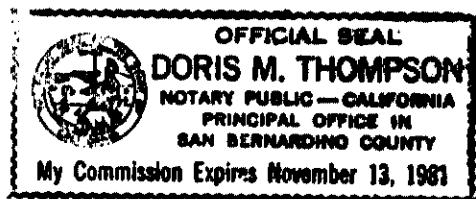
STATE OF IDAHO)
(SS.
County of Gem)

The foregoing instrument was acknowledged before me this 19th day of November 1979, by Edward R. Vogler, Richard B. Thobe, Danny T. Rogers and D. E. White, by their Attorney in Fact, Earl C. Barnard.

Kathleen M. Mitchell
Notary Public
Residing in Emmett, Idaho
Lifetime Commission

STATE OF CALIFORNIA)
(SS.
County of *San Bernardino*

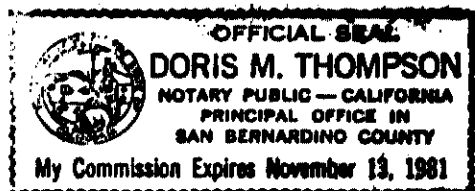
The foregoing instrument was acknowledged before me this 26th day of *November, 1979* by James F. Stewart, Jr.



Doris M. Thompson
Notary Public

STATE OF CALIFORNIA)
(SS.
County of *San Bernardino*

The foregoing instrument was acknowledged before me this 26th day of *November, 1979* by Charles F. Ward.



Doris M. Thompson
Notary Public

Exhibit A

Ex-Officio Recorder
By: Quincy Bigham Deputy