

CERTIFICATE AND AGREEMENT OF  
LIMITED PARTNERSHIP  
OF

3 TETON VIEW ESTATES, LTD.,  
AN IDAHO LIMITED PARTNERSHIP

This Certificate and Agreement is made this 4th day of January, 1982, by and among W. BRUCE BUCKLEW and DARLEINE J. BUCKLEW, sometimes herein the "Bucklews", and RICHARD SCARDIGLI (all herein collectively called the "General Partners"), and LEDORA SCARDIGLI (hereinafter called the "Limited Partner"). General references to the "partners" shall include all General Partners and the Limited Partner unless otherwise indicated.

ARTICLE I

FORMATION OF LIMITED PARTNERSHIP

Section 1.1 Formation. The General Partners and the Limited Partner hereby form a Limited Partnership pursuant to the provisions of the Uniform Limited Partnership Act of Idaho. The partners shall execute a Certificate of Limited Partnership and such other documents as are required by law. The partners shall publish, file and record such documents as required by law.

Section 1.2 Name. The Partnership name is  
3 TETON VIEW ESTATES, LTD., an Idaho Limited Partnership.

Section 1.3 Principal Place of Business. The principal office and place of business of the partnership shall be at Village Inn, Driggs, Idaho, or such other locations as may from time to time be determined by the General Partners.

Section 1.4 Purposes of the Partnership. The purpose of the partnership shall be to engage in general business activity, but primarily to subdivide and improve the real property owned by the partnership and to hold it for investment purposes, to exchange it for other like kind real property, or to sell it ultimately for a profit. Additional related or unrelated business activities permitted by law may be engaged in by the partnership from time to time as determined by the General Partners.

Section 1.5 General Authority. The partnership shall have the authority to borrow and loan money as well as the authority to purchase, lease, or in any manner hold, own, improve, develop, sell, convey, lease or mortgage real or personal property, or any interest therein.

Section 1.6 Term of Partnership. The partnership shall commence on the recording of this Certificate of Limited Partnership and shall continue until dissolved by act of the partners, by operation of law, or as otherwise provided in this Agreement.

Section 1.7 Members of Partnership.

a) The names and complete addresses of the General

Partners are:

W. Bruce Bucklew and  
Darleine J. Bucklew

2410 Fletcher Avenue, #201  
Santa Barbara, California 93105

Richard Scardigli

3649 Peralta Boulevard  
Fremont, California 94536

b) The name and complete address of the Limited

Partner is:

Ledora Scardigli

331 Paloma Terrace  
Fremont, California 94536

Section 1.8 Agent for service of process. The certified agent for service of process and the certified office for service of process on the partnership are:

Richard Scardigli

Village Inn,  
Driggs, Idaho

## ARTICLE II

### CAPITAL CONTRIBUTIONS

Section 2.1 Initial Capital Contributions. The initial capital contributions by each partner to the partnership and the agreed upon fair market values of such contributions are described on the Exhibit A to this Agreement.

Section 2.2 Additional Contributions. The General Partners may from time to time agree in writing that the partnership requires additional capital contributions to further the business of the partnership. All such additional capital contributions shall be paid 50% by the Bucklews

and 50% by Richard Scardigli. The Limited Partner shall not be required to make any additional capital contributions. The amounts assessed shall be contributed within thirty (30) days after written agreements of the General Partner.

Section 2.3 Failure to Contribute. In the event a General Partner shall fail to make all or any part of a required contribution within the time prescribed, the partners who have made a full contribution shall have the right to contribute that portion of a defaulting partner's unpaid assessment which is in proportion to the capital interests of the partners making full contributions just prior to the call for additional capital, or in any other proportions that the nondefaulting partners may determine. Thereafter, the capital accounts and the sharing of net profits and losses shall be appropriately adjusted.

Section 2.4 Capital Accounts. A separate capital account shall be maintained for each partner. The capital account balance of each partner shall initially be credited with the value of such partner's beginning capital contribution and shall thereafter from time to time be increased by the agreed upon fair market value of additions to capital and by the amount of any net profits transferred to capital, and shall be decreased by the value of any capital distribution to such partner, and by the amount of any net losses transferred to capital. Capital contributions shall always

be credited to capital at the agreed upon fair market value of the contributed property at the time it is contributed.

Section 2.5 Interest. No partner shall receive interest on any contributions made to the partnership capital.

Section 2.6 Withdrawal of Capital Contributions. No partner may withdraw any portion of the capital of the partnership and no partner, General or Limited, shall be entitled to the return of his contribution to the capital of the partnership except upon dissolution of the partnership.

### ARTICLE III

#### PROFITS AND LOSSES

##### Section 3.1 Sharing of Profits and Losses.

###### a) Definitions:

(1) Expenses: For all purposes hereunder, this term shall mean all those expenditures normally considered expenses under generally accepted principles of accounting.

(2) Distributable cash: The excess of cash receipts derived from operations, excluding gain or loss, over cash outflow. Cash outflow shall include payment of all expenses as defined herein plus principal payments on any partnership indebtedness, and a reasonable allocation to the cash reserve for contingencies and anticipated obligations, but shall not take into account any deduction for depreciation.

b) The General Partners in their discretion may pay out

distributable cash when not required for partnership operations. Any such payment of distributable cash as defined herein shall be allocated ten percent (10%) to the Limited Partner and ninety percent (90%) to the General Partners; forty percent (40%) to Richard Scardigli, and fifty percent (50%) to the Bucklews. Payments of distributable cash shall be made at such intervals as the General Partners determine.

c) All of the net proceeds resulting from the sale or other disposition of part or all of the partnership real property shall be divided as follows:

(1) The Limited Partner shall be repaid her capital contributions less any amounts distributed to her under subsection (b) above.

(2) All further net proceeds shall be divided ten percent (10%) to the Limited Partner and ninety percent (90%) to the General Partners; forty percent (40%) to Richard Scardigli, and fifty percent (50%) to the Bucklews.

d) The Limited Partner shall not be liable for or subject to any obligations, losses, debts, or liabilities of the partnership in excess of the amount of the capital account. Any losses of the partnership in excess of the amount of the capital of the partnership shall be borne by the General Partners.

Section 3.2 Adjusted Basis of Contributed Properties and Income Tax Allocation. The partners understand that for income tax purposes the adjusted base of the property

contributed by the General Partners is the adjusted base of the property in the hands of the General Partners immediately before the properties were contributed to the partnership. The adjusted base for income tax purposes of the property set forth in Exhibit A is

(\$            ), and the agreed contribution value to the partnership is Four Hundred Thousand Dollars (\$400,000.00). Depreciation, depreciation recapture under Sections 1245 and 1250 of the Internal Revenue Code, and gain or loss on sale, computed with respect to the properties contributed by the General Partners shall be allocated for income tax purposes to the partnership for allocation among the partners pursuant to the provisions of this agreement.

Section 3.3 Year End. The partnership's accounting year end shall be the calendar year.

Section 3.4 Accounting Method. The partnership shall keep its accounting records and shall report its income for income tax purposes on the cash basis and shall use such other methods of accounting as the General Partners may determine from time to time.

Section 3.5 Records. At all times the General Partners shall maintain or cause to be maintained true and proper books, records, and accounts in which shall be entered fully and accurately all transactions of the partnership.

Section 3.6 Location of Records. All books, records, reports and accounts, together with this Agreement and the

Certificate of Limited Partnership and any amendments thereto, shall at all times be kept and maintained at the principal place of business of this partnership.

Section 3.7 Inspection of Records. All books, reports, and accounts shall be open to inspection by any partner or his duly authorized representatives, on reasonable notice, at any time reasonably relating to his respective interest as a partner, and said partner or representative shall have the further right to make copies or excerpts therefrom.

Section 3.8 Reports. The books shall be closed and balanced at the end of each fiscal year, and there shall be delivered to each partner within sixty (60) days after the expiration of each fiscal year of this partnership such reports and documents as are required for each partner's income tax reporting purposes.

Section 3.9 Bank Account. The General Partners shall open and thereafter maintain a separate bank account(s) in the name of the partnership in which account there shall be deposited all of the funds of the partnership. No other funds shall be deposited in the account. The funds in said account shall be used solely for the business of the



partnership, and all withdrawals therefrom are to be made only on checks signed by such person or persons as the General Partners may from time to time designate.

Section 3.10 Allocation of Expenses. To the maximum extent possible under the Internal Revenue Code, the regulations thereunder and the rulings of the Commissioner of Internal Revenue, all funds which are expended by the partnership and which can be expensed for tax purposes, including depreciation deductions, shall be allocated ten percent (10%) to the Limited Partner and ninety percent (90%) to the General Partners, divided forty percent (40%) to Richard Scardigli and fifty percent (50%) to the Bucklews.

#### ARTICLE IV

##### GENERAL PARTNERS

Section 4.1 General Partners as Exclusive Manager. The business of the partnership shall be managed exclusively by the General Partners. The Limited Partner shall not in any way participate in the management or operation of the partnership business.

Section 4.2 Time Devoted by General Partners. The General Partners shall devote such time and attention to the partnership business as is necessary.

Section 4.3 Operation of Partnership Business. To effectuate the primary business purpose of the partnership to subdivide and improve the partnership real property for

investment, exchange or ultimate resale, the General Partners will assume responsibility for the following:

RICHARD SCARDIGLI.

a) Development and construction phase.

1) The application, filing, processing and obtaining of all maps, permits and approvals of any and all governmental agencies necessary or desirable to develop the subdivision which is the subject of this partnership;

2) Obtaining professional services, as necessary, of architects, engineers, accountants, attorneys and other consultants to obtain all permits and approvals for the construction of the improvements on said subdivision;

3) On behalf of the partnership to contract for the construction of the improvements of the subdivision. Richard Scardigli shall have the right but not the obligation to act as general contractor for said construction, and in the event he elects to be general contractor, shall receive as compensation for these services a fee of ten percent (10%) of approved building costs and overhead expenses incurred pursuant to this paragraph.

(a) Richard Scardigli will prepare an itemized budget for the development and construction phase which will be approved in writing by all General Partners prior to the incurring of partnership expense for development and construction.

(b) Sums incurred on items not included in the budget or on items in excess of the budgeted

amount shall become partnership obligations only upon agreement and approval of the General Partners, which approval shall not unreasonably be withheld.

(c) Richard Scardigli's compensation as general contractor of ten percent (10%) of actual building costs and overhead expenses incurred pursuant to the development and construction budget provisions of this paragraph shall be paid pro rata from sales of lots from the approved subdivision at a rate not to exceed ten percent (10%) of sales receipts actually received by the partnership.

(d) In the event Richard Scardigli elects to act as general contractor, the Bucklews, on behalf of the partnership at the partnership's expense, shall have the right to employ a construction superintendent, provided the Bucklews have reasonable cause to engage said construction superintendent and have provided Richard Scardigli with prior written notice of the reasons they are exercising said right.

(e) In the event Richard Scardigli elects not to act as general contractor, he shall obtain a general contractor acceptable to the Bucklews and coordinate and supervise said general contractor for compensation to Richard Scardigli to be

mutually agreed among the General Partners.

b) Sales and lease phase.

The partners acknowledge that Richard Scardigli is a licensed real estate broker, who will list, market and sell the property in cooperation with the American Realty Company pursuant to the provisions herein. Total real estate commissions shall not exceed ten percent (10%) for each sale and shall be earned by Richard Scardigli and the Bucklews as follows:

- 1) Listing commissions shall be paid two and one-half percent (2½%) to Richard Scardigli; two and one-half percent (2½%) to American Realty;
- 2) If Richard Scardigli is the selling broker he shall receive the five percent (5%) selling commission;
- 3) If the Bucklews are the seller of a lot they shall receive a sum equal to the five percent (5%) selling commission, paid through Richard Scardigli;
- 4) If the Bucklews produce a purchaser and Richard Scardigli or another real estate agent closes the sale, the Bucklews shall receive a sum equal to two and one-half percent (2½%) of the selling commission, paid through Richard Scardigli.

This commission schedule shall be in effect during calendar 1982 and shall be renegotiated for subsequent years.

Leasing commissions will be negotiated by brokers, Richard Scardigli and American Realty. Richard Scardigli will provide the other partners with a sales and marketing report at least quarterly which includes an itemized statement of expenses incurred during the period of the port.

W. BRUCE BUCKLEW AND DARLEINE J. BUCKLEW.

- a) W. Bruce Bucklew and Darleine J. Bucklew shall hold the legal title to the real property described in the attached Exhibit "A", sometimes referred to as the "property"

on behalf of the partnership until a final subdivision map has been recorded for the improvements constructed by the partnership at which time the Bucklews will convey title to a fifty percent (50%) undivided interest in the property to Richard Scardigli, Notwithstanding the names in which the property is held, upon recordation of this Certificate of Limited Partnership, the property is partnership property to be held and managed pursuant to the provisions of this agreement.

The expenses incurred in conducting the operation of the partnership business pursuant to this paragraph shall be partnership expenses and shall be paid fifty percent (50%) by Richard Scardigli and fifty percent (50%) by the Bucklews. Partnership expenses shall be first paid from partnership funds with appropriate adjustment to each general partner's capital account, then, to the extent that partnership funds are not available for such expenses, Richard Scardigli and the Bucklews shall each provide fifty percent (50%) of the capital required pursuant to the provisions of paragraphs 2.2 and 2.3 of this agreement. Expenses incurred by a General Partner prior to the execution of this agreement shall become partnership expenses if agreed to in writing by the General Partners.

Section 4.4 Admission of New General Partner. A person may be admitted as a new General Partner only with the written consent of all the General Partners and the

Limited Partner upon the recording of an amendment to the Certificate of Limited Partnership in accordance with the requirements of Idaho Corporations Code and upon the new partner's written consent to all the terms and conditions of this agreement.

Section 4.5 Power of Attorney. The Limited Partner and any assignee or transferee of the Limited Partner by the execution of this agreement, does irrevocably constitute and appoint the General Partners as such partner's attorney-in-fact and agent, in the Limited Partner's name, place, and stead to execute, acknowledge, deliver, file and publish any necessary document relating to the formation or business of the partnership and any instrument necessary to effect a dissolution, termination or liquidation of the partnership. This power of attorney is a power coupled with an interest, and shall survive the debt or disability of the Limited Partner or the assignment of all or any part of the Limited Partner's interest, until the transferee or assignee shall execute and acknowledge this Agreement as then constituted, including a grant of this power of attorney.

Section 4.6 Indemnification of General Partners.

a) The General Partners shall use ordinary care and reasonable diligence in the management of the partnership business.

b) The partnership shall indemnify, hold harmless, and defend the General Partners from any personal loss or damage incurred by the partnership by virtue of any act performed by or on behalf of the partnership and in furtherance of the partnership interests. No Limited Partner shall be or become liable for any partnership obligation in excess of such Limited Partner's capital account balance.

Section 4.7 General Powers. The General Partners shall have the authority to conduct any of the business of this partnership with full and complete power to do any and all things necessary or incident thereto. The General Partners shall be under no obligation to expend all or any of the capital of the partnership during the term thereof, but may use such portions thereof as deemed to be in the best interests of the partnership. In order to conduct and carry on the general purposes of the partnership, the General Partners are specifically authorized to borrow money from time to time from any individual, partnership, corporation, bank, trust company, savings and loan association, or other lending agency; to renew and extend such loans from time to time; to make, execute, and deliver promissory notes, endorsements, and other obligations of this partnership as evidence of any such loans; and secure the payment on such loans and the interest thereon by deed of trust, mortgage, security interest, pledge, conveyance, or assignment in trust, of the whole or any part of the property of this partnership.

Any general partner executing any loan instrument will, within one week thereafter, furnish the other general partners with written notice of the specifics of the transaction.

Section 4.8 Conveyances. The General Partners shall have the authority to grant, assign, or transfer any of the property of the partnership, whether real or personal, in furtherance of the business of the partnership, and, in connection therewith, to execute, in the partnership name, any and all deeds, documents, bills of sale and other papers pertaining to the partnership business.

Section 4.9 Administrative Costs. At the expense of the partnership, the General Partners shall pay all administrative costs of the partnership, insurance fees, accounting fees and cost of annual audits and tax statements, bank charges, preparation and filing of financial statements and tax returns. All legal fees incurred subsequent to the filing of this Agreement and all operating expenses not listed above shall be borne by the partnership.

Section 4.10 Use of Nominee. Any real or personal property of the partnership may be held in the name of the partnership, or may be placed in the name of a nominee for the purpose of taking any appropriate or necessary action with respect to the partnership property including, but not limited to, the execution of deeds, mortgages, deeds of trust, leases, encumbrances or conveyances, the granting of easements or rights of way, and the making of contracts and agreements with respect to such property.



Section 4.11 Loans. The General Partners may lend money to the partnership or advance money on behalf of the partnership, but the General Partners shall not receive or hold as collateral security therefor any partnership property, and, as to such loans or advances, the General Partners shall have the same rights as any other general creditor.

ARTICLE V  
LIMITED PARTNERS

Section 5.1 Limitation of Liability. The liability of the Limited Partner shall be limited as provided by the Uniform Limited Partnership Act under which this partnership was formed.

Section 5.2 Management Denied. Except as required by law, the Limited Partner shall not take part in the control, management, direction or operation of the affairs of the partnership and shall have no power to bind the partnership. The General Partners may, from time to time, seek suggestions and expressions of opinion from the Limited Partner on major policy decisions, but the General Partners need not accept such advice, and at all times the sole control and management of the partnership shall rest with the General Partners. The decision of the General Partners shall govern in all cases, unless this Agreement or applicable law requires the Limited Partner to participate in such decisions, in which case a majority in interest of all partners shall be required.

## ARTICLE VI

### SALES, TRANSFERS AND DISSOLUTION

Section 6.1 Transfer by General Partner. A General Partner may assign and transfer all or any part of such partner's interest in the partnership only with the written consent of all the General Partners. The assignee of any such interest shall become a substitute Limited Partner and shall be subject to all of the terms and conditions of this Agreement relating to Limited Partners. The assignee shall be required to execute an amended Certificate of Limited Partnership and such other documents as the remaining General Partners may deem necessary or desirable to reflect the status of the partnership and the assignee.

Section 6.2 Death, Bankruptcy or Incapacity of General Partner. If a General Partner dies or becomes bankrupt or incapacitated, the partnership shall take such actions as may be necessary to wind up its affairs, unless within ninety (90) days after such event the two remaining General Partners elect in writing to continue the partnership. If an election to continue the partnership is made, then a successor General Partner shall be selected by the vote of a majority in interest of the partners. If the partnership is continued, the legal representative or successor in interest of the deceased, bankrupt, or incapacitated General Partner, or the beneficiary of such General Partner designated pursuant to this Article, shall immediately assume the status of a

Limited Partner and shall be subject to all of the terms and conditions of this Agreement relating to Limited Partners. The holder of such partnership interest shall also be required to execute an amended Certificate of Limited Partnership and such other documents as may be necessary or desirable.

Section 6.3 Transfer of Limited Partnership Interest.

The interest of the Limited Partner shall be assignable in whole or in part only as follows:

The Limited Partner may not substitute as a partner any assignee or transferee of her partnership interest without the express prior written consent of all of the General Partners, and a substituted Limited Partner shall be bound by the terms and conditions hereof. The terms, conditions and procedure for effecting a sale or transfer of the Limited Partner's interest in the partnership shall be agreed in writing among the General Partners.

Section 6.4 Death, Bankruptcy or Incapacity of Limited Partner. If the Limited Partner dies or becomes bankrupt or incapacitated, the partnership shall continue without interruption. The legal representative or successor in interest of the deceased, bankrupt or incapacitated Limited Partner, or the beneficiary of such Limited Partner designated pursuant to this Article, shall immediately assume the status of a substitute Limited Partner and shall be subject to all the terms and conditions of this Agreement relating to Limited Partners. The holder of such partnership interest shall also

be required to execute an amended Certificate of Limited Partnership and such other documents as may be necessary or desirable.

Section 6.6 Buy-Sell Agreement. Notwithstanding anything to the contrary, if all the partners have entered into an agreement for the purchase of a partner's partnership interest, such agreement shall be binding upon the partners and the partnership.

Section 6.7 Voluntary Dissolution. The partnership may be dissolved upon the written consent of all of the partners. Upon any voluntary dissolution of the partnership, the partnership shall immediately commence winding up the partnership affairs. During the period of winding up of the partnership, the partners shall share profits and losses in the same proportion as provided for immediately prior to dissolution of the partnership. Proceeds upon liquidation of the partnership assets shall be applied as follows:

- a) payment to creditors of the partnership, other than partners, in the order of priority provided by law;
- b) payment to partners for loans made by them to the partnership;
- c) payment to the Limited Partner of her share of any profit which has not been allocated to her capital account;
- d) payment to the Limited Partner of the amount of

- any capital account balance due her;
- e) payment to any General Partner of the share of any profit which has not been allocated to his or her capital accounts;
  - f) payment to any General Partner of the amount of any capital account balance due such partner;
  - g) payment to the General Partners of any remaining partnership assets, fifty percent (50%) to Richard Scardigli and fifty percent (50%) to the Bucklews.

Section 6.8 Beneficiary Designation. A partner may designate a beneficiary to receive such partner's interest in the partnership upon such partner's death. Any such beneficiary must be designated in writing during such partner's lifetime. Any such written designation shall be fully revocable or amended in writing. Notwithstanding any other provisions of this Agreement, any such beneficiary of a General or Limited Partner shall become a substituted Limited Partner and subject to all provisions of this Agreement.

## ARTICLE VII

### GENERAL PROVISIONS AND DEFINITIONS

Section 7.1 Applicable Law. This Limited Partnership Agreement is executed under, and in conformance with, the laws of the State of Idaho relating to Limited Partnerships, and

this Agreement shall be governed by the laws of that state.

Section 7.2 Waiver of Partition. Each of the parties hereto irrevocably waives during the term of the partnership and during the period of its liquidation following any dissolution, any right that he may have to maintain any action for partition with respect to the property of the partnership.

Section 7.3 Legal Representative. For the purposes of this Agreement, the term "legal representative" shall include a trustee in bankruptcy, attorney in fact, executor, administrator, guardian, conservator or personal representative, depending upon the context in which such term occurs.

Section 7.4 Amendment of Agreement. This Limited Partnership Agreement may be amended and supplemented from time to time by agreement of the parties upon compliance with the statutory requirements of the State of Idaho.

Section 7.5 Duplicate Originals. This Agreement may be executed in more than one copy, and each copy shall serve as an original for all purposes; however, all copies shall constitute only one agreement.

Section 7.6 Construction. Unless the context of this Agreement requires otherwise, words denoting the singular may be construed as denoting the plural, and words of the plural may be construed denoting the singular; and words of one gender may be construed as denoting the other gender, as is appropriate.

Section 7.7 Attorney's Fees. In any action between any of the partners or between any of the partners and the partnership to enforce any of the terms of this Agreement or any other contract relating to the partnership, or in any action in any other way pertaining to the affairs of the partnership or this Agreement, the prevailing party or parties shall be entitled to recover expenses, including reasonable attorney's fees, from the opposing party or parties.

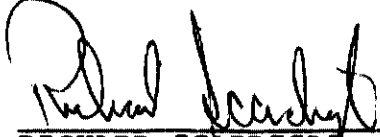
Section 7.8 Headings of Articles and Sections. The headings of articles and sections are included in this Agreement primarily for convenience of reference, and if the headings are in conflict with the text, the text shall control.

Section 7.9 Severability. If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions. Such remaining provisions shall be fully severable, and this Agreement shall be construed and enforced as if such invalid provisions never had been inserted in the Agreement.

Section 7.10 Successors. Except as otherwise provided in this Agreement, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, , successors, executors, administrators, personal representatives and assigns.

The partners now execute this Limited Partnership Agreement on the day and year first above written.

GENERAL PARTNERS:

  
RICHARD SCARDIGLI

LIMITED PARTNER:

  
LEDORA SCARDIGLI

  
W. BRUCE BUCKLEW

  
DARLEINE J. BUCKLEW



STATE OF California )  
COUNTY OF Santa Barbara ) ss.

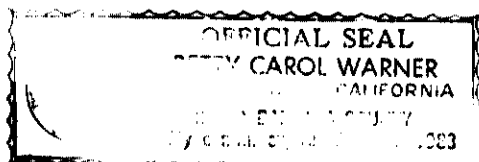
On 1/5, 1981, before the undersigned,  
a Notary Public in and for said County and State, personally ap-  
peared W. Bruce Bucklew,  
known to me to be the person(s) whose name(s) is (are) subscribed  
to the within instrument, and acknowledged that he/she (they)  
executed the same as partners of 3 TETON VIEW ESTATES, LTD.



Betty Carol Warner  
NOTARY PUBLIC

STATE OF California )  
COUNTY OF Santa Barbara ) ss.

On 1/5, 1981, before the undersigned,  
a Notary Public in and for said County and State, personally ap-  
peared Charles Jr. Bucklew,  
known to me to be the person(s) whose name(s) is (are) subscribed  
to the within instrument, and acknowledged that he/she (they)  
executed the same as partners of 3 TETON VIEW ESTATES, LTD.

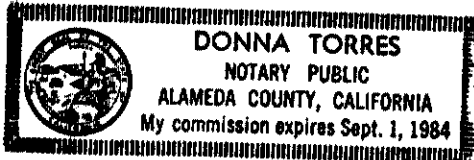


Betty Carol Warner  
NOTARY PUBLIC



STATE OF Calif. )  
COUNTY OF Alameda ) ss.

On Jan 12, 1980 before the undersigned,  
a Notary Public in and for said County and State, personally ap-  
peared Ledora Scardigli & Richard Scardigli  
known to me to be the person(s) whose name(s) is (are) subscribed  
to the within instrument, and acknowledged that he/she (they)  
executed the same as partners of 3 TETON VIEW ESTATES, LTD.



Donna Torres  
NOTARY PUBLIC

STATE OF )  
COUNTY OF ) ss.

On \_\_\_\_\_, 1981, before the undersigned,  
a Notary Public in and for said County and State, personally ap-  
peared \_\_\_\_\_,  
known to me to be the person(s) whose name(s) is (are) subscribed  
to the within instrument, and acknowledged that he/she (they)  
executed the same as partners of 3 TETON VIEW ESTATES, LTD.

\_\_\_\_\_  
NOTARY PUBLIC

EXHIBIT "A"

Initial Capital Contributions to Partnership

General Partners

General Partners Richard Scardigli, W. Bruce Bucklew, and Darleine J. Bucklew contribute the real property described as:

The South Half of Section 27, Township 5 North, Range 44 EBM, less and excepting therefrom: Beginning at the Northwest corner of the Northwest Quarter of the Southwest Quarter of said Section 27, and running thence East 414.0 feet; thence South 1,050.0 feet; thence West 414.0 feet; thence North 1,050.0 feet to the point of beginning,

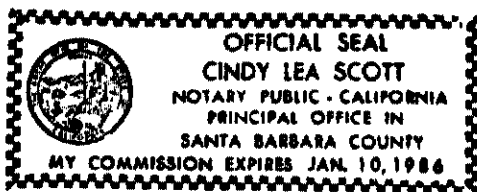
pursuant to the terms of that Agreement of Sale dated January 1, 1982 and executed by the General Partners with agreed value of Four Hundred Thousand Dollars (\$400,000).

Limited Partner

Limited Partner Ledora Scardigli contributes Ten Thousand Dollars (\$10,000).

STATE OF (CALIF. )  
COUNTY OF Santa Barbara ) ss.

On APR 2. 1982, 1982, before the undersigned,  
a Notary Public in and for said County and State, personally  
appeared W. BRUCE BULKLEW &  
known to me to be the person(s) whose name(s) is (are) subscribed  
to the within instrument, and sworn that he/she (they) executed  
the same as partnere of 3 TETON VIEW ESTATES, LTD.



Cindy Lea Scott  
NOTARY PUBLIC

STATE OF )  
COUNTY OF ) ss.

On \_\_\_\_\_, 1982, before the undersigned,  
a Notary Public in and for said County and State, personally  
appeared \_\_\_\_\_  
known to me to be the person(s) whose name (s) is (are) subscribed  
to the within instrument, and sworn that he/she (they) executed  
the same as partners of 3 TETON VIEW ESTATES, LTD.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF )  
 ) ss.  
COUNTY OF )

On 4.2.82, 1982, before the undersigned,

a Notary Public in and for said County and State, personally

appeared DARLEINE J. BUCKLEW

known to me to be the person(s) whose name(s) is (are) subscribed  
to the within instrument, and sworn that he/she (they) executed  
the same as partnere of 3 TETON VIEW ESTATES, LTD.



Karen Rae Pauly  
NOTARY PUBLIC

STATE OF )  
 )  
COUNTY OF ) ss.

On \_\_\_\_\_, 1982, before the undersigned,

a Notary Public in and for said County and State, personally

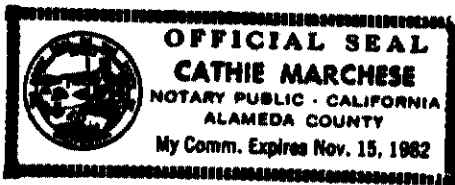
appeared \_\_\_\_\_

known to me to be the person(s) whose name (s) is (are) subscribed  
to the within instrument, and sworn that he/she (they) executed  
the same as partners of 3 TETON VIEW ESTATES, LTD.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF California )  
 ) ss.  
COUNTY OF Alameda )

On March 26, 1982, 1982, before the undersigned,  
a Notary Public in and for said County and State, personally  
appeared Richard Scardigli & Ledora Scardigli  
known to me to be the person(s) whose name(s) is (are) subscribed  
to the within instrument, and sworn that he/she (they) executed  
the same as partnere of 3 TETON VIEW ESTATES, LTD.



Cathie Marchese  
NOTARY PUBLIC  
Cathie Marchese

STATE OF )  
 )  
COUNTY OF ) ss.

On \_\_\_\_\_, 1982, before the undersigned,  
a Notary Public in and for said County and State, personally  
appeared \_\_\_\_\_  
known to me to be the person(s) whose name (s) is (are) subscribed  
to the within instrument, and sworn that he/she (they) executed  
the same as partners of 3 TETON VIEW ESTATES, LTD.

\_\_\_\_\_  
NOTARY PUBLIC