

JUN 28 8 31 AM '91
SECRETARY OF STATE

CERTIFICATE OF LIMITED PARTNERSHIP

OF

PLANTATION PARTNERS ONE, LIMITED PARTNERSHIP

The undersigned desiring to form a limited partnership under the Idaho Limited Partnership Act as set forth in Title 53, Chapter 2 of Idaho Code hereby make and execute the following Certificate:

1. The name of the Partnership is PLANTATION PARTNERS ONE, LIMITED PARTNERSHIP

2. The character of the business of the partnership is to acquire for investment and the production of income, interests in real property projects within the United States of America.

3. The principal place of business of the partnership is located at 6477 Fairview Avenue, Boise, Idaho, County of Ada for the name and address of the registered agent for service of process is John A. Arant, 6477 Fairview Avenue, Boise, Idaho, County of Ada.

4. The name and place of residence of the general partner is as follows: Framework, Inc., an Idaho corporation, 6477 Fairview Avenue, Boise, Idaho 83704. The name and place of residence of the original limited partners are as follows:

Name and Residence

Units and Capital

Gale F. Sersain and Juanita F. Sersain, husband and wife 5039 Hollow Lane Boise, Idaho 83702	2 units \$50,000
---	------------------

Howard D. McKee and Belva A. McKee, Trustees of the McKee Family Trust 4783 Rivercove Place Boise, Idaho 83703	2 units \$50,000
George L. Holzer and Kathleen Holzer, husband and wife 10410 Whispering Cliffs Boise, Idaho 83704	8 units \$200,000
The Signature Group 6477 Fairview Boise, ID 83704	9 units \$225,000

5. The original limited partners have contributed cash to the partnership in the amounts set forth above. It is intended that not less than 27 total units of limited partnership interest will be sold to the original limited partners and any additional limited partners at a price of \$25,000.00 cash per unit.

6. Each unit, when fully paid, will be non-assessable and no additional contributions need be made by the limited partners. If the additional limited partners subscribe for less than 27 units, the general partners have the right to admit as additional limited partners, one or more qualified persons who subscribe and pay for all or any portion of the unsubscribed units upon the same price and terms as offered to the additional limited partners first admitted.

7. A limited partner has the right to substitute an assignee as a contributor in his place if all of the following conditions are first satisfied:

A. A duly executed and acknowledged written instrument or assignment covering all of the limited partners' units has

CERTIFICATE OF LIMITED PARTNERSHIP - 2

been filed with the partnership which instrument specifies the number of units being assigned and sets forth the intention of the assignor that the assignee succeed to assignor's interests as a substituted limited partner in his place.

B. The assignor and assignee have executed and acknowledged such other instruments as the general partner deems necessary or desirable to affect such substitution including the written acceptance and adoption by the assignee of the provisions of the partnership agreement and the execution, acknowledgement and delivery to the general partners of a special power of attorney in a form and content acceptable to the general partner.

C. The written consent of the general partners that such substitution has been obtained, the granting or denial of which is within the absolute discretion of the general partner.

D. A transfer fee has been paid to the partnership which is sufficient to cover all reasonable expenses connected with such substitution.

E. Such substitution will not be permitted if the units sought to be assigned, when added to the total number of other units assigned within the period of twelve (12) consecutive months prior to the proposed date of assignment would, in the opinion of counsel for the general partner, result in the termination of the partnership under provisions of the Internal Revenue Code.

8. There having been no time agreed upon when a contribution of each limited partner is to be returned, no limited partner has the right or power to withdraw or reduce his contribution to the capital of the partnership except as a result of the dissolution of the partnership or as otherwise provided by law.

9. The term for which the partnership is to exist commences on the 10th day of May, 1991 and will continue until December 31, 2021 unless sooner terminated pursuant to the provisions of the partnership agreement.

10. The general partners shall have the right to admit additional limited partners under the circumstances as set forth in paragraph 6, above.

11. Limited partners have the right to vote on the following matters affecting the basic structure of the partnership, each of which requires a majority of the votes eligible to be cast by the limited partners with each limited partner having one vote for each unit which he holds.

- A. Amendment of the Partnership Agreement
- B. Termination of the partnership
- C. Sale or pledge of all or substantially all of the assets of the partnership
- D. Removal of the general partner

12. This certificate may be amended in accordance with Section 53-209 of the Idaho Code.

General Partner:

FRAMEWORK, INC.

By: John A. Arant
John A. Arant, President

By: Winnie M. Morton
Winnie Morton, Secretary

Limited Partners:
(listed on Exhibit A hereto)

By FRAMEWORK, INC.,
Attorney-in-Fact

By: John A. Arant
John A. Arant, President

EXHIBIT "A"

Limited Partners

Gale F. Sersain and
Juanita F. Sersain, husband and wife

Howard D. McKee and Belva A. McKee,
Trustees of the McKee Family Trust

George L. Holzer and
Kathleen Holzer, husband and wife

The Signature Group