

CERTIFICATE OF LIMITED PARTNERSHIP OF
TETON VALLEY VENTURE LIMITED PARTNERSHIP

MAY 9 3 57 PM '86
JUN 10 1986

The undersigned, having formed a limited partnership under the Uniform Limited Partnership Act of the State of Idaho, hereby make the following certificate:

1. The name of the limited partnership is the TETON VALLEY VENTURE LIMITED PARTNERSHIP.

2. The general character of the partnership's business is to purchase, hold and use in any manner any property, including real property, it may acquire and generally to perform any act which in the judgment of the general partners shall be necessary, proper or conducive to the best interest of the limited partnership's ownership, management, operation and use of said property.

3. The name and address of the registered agent for service of process is MTB&B Service Company, 300 First Security Building, Boise, Idaho 83702.

4. The names and business addresses of each of the partners are as follows:

General Partner:

Randall Berry
Route 2, Box 1247
Driggs, Idaho 83442

John K. Pehrson
Route 2, Box 1247
Driggs, Idaho 83442

Limited Partners:

Dana Hokin
875 North Michigan Avenue, Suite 3707
Chicago, Illinois 60611

The Western Development Division of
Century America Corporation
875 North Michigan Avenue, Suite 3707
Chicago, Illinois 60611

5. Each general and each limited partner has contributed cash to the partnership in the amount of \$12,500.00, for a combined contribution on behalf of the partners in the amount of \$50,000.00.

6. Whenever it is determined by the general partners that the partnership's capital is or is presently likely to become insufficient for the conduct of its business, the general partners may, by written notice to all partners, call for additional contributions to capital.

7. No limited partner may sell, assign or otherwise transfer all or any part of his or her interest in the partnership (whether or not for consideration) without first obtaining written approval from all other partners.

8. The general partners may not withdraw from the partnership or sell or assign their partnership interests without the consent of all partners. No limited partner may withdraw from the partnership or sell or assign his or her partnership interest without the consent of all partners. The partnership shall be dissolved upon the occurrence of any of the following events: (a) the sale of all or substantially all of its assets; (b) the bankruptcy or insolvency of a general partner; (c) the written consent of all partners; (d) the occurrence of any other event or the taking of any action which shall be cause for dissolution under the Uniform Limited Partnership Act of the State of Idaho at the time of such occurrence or action; provided, however, the limited partnership shall not be dissolved under (b) if, within ninety (90) days after the events described in (b), the remaining partners agree in writing to continue the business of the limited partnership and to the appointment, if required, of a successor general partner. Upon the dissolution of the partnership, the general partners or such other person as may be required by law to carry out the winding up of the partnership's affairs shall wind up and liquidate the partnership by selling the partnership's assets (unless such assets are distributed in kind) and distributing the remaining assets in the following order of priority:

(a) First, to the creditors of the partnership in the order of priority as provided by law;

(b) Second, to the setting up of any reserve or reserves which the liquidating trustee shall deem reasonably necessary to provide for any contingent or unforeseen liabilities or obligations of the partnership;

(c) Third, to the general and limited partners in respect of their share of the profits and other compensation by way of income on their capital contributions;

(d) Fourth, the balance to the general and limited partners in respect of their capital accounts.

9. An individual drawing account shall be maintained for each partner. All withdrawals by a partner shall be charged to his drawing account unless the general partners determine to charge any partnership net loss to the capital accounts of the partners. Each partner's share of partnership profits and losses shall be credited to his drawing account. A partner may receive a distribution of property, including cash, upon the liquidation of the partnership.

10. The partnership may be dissolved upon the sale of all or substantially all of its assets, the bankruptcy or insolvency of any general partner, the written consent of a majority of the partners, or the occurrence of any other event or the taking of any action which shall be cause for dissolution under the Uniform Partnership Act of the State of Idaho.

11. The remaining partners are given the right to continue the business upon the withdrawal of either or both of the general partners.

IN WITNESS WHEREOF, the undersigned have executed this certificate this 9th day of May, 1986.

Randall Berry
RANDALL BERRY, General Partner

By Thomas Morris
Thomas Morris
His Attorney in Fact

John K. Pehrson
JOHN K. PEHRSON, General Partner

By Thomas Morris
Thomas Morris
His Attorney in Fact

Dana Hokin
DANA HOKIN, Limited Partner

By Tom Morris
Tom Morris
Her Attorney in Fact

THE WESTERN DEVELOPMENT DIVISION OF
CENTURY AMERICA CORPORATION,
Limited Partner

By Tom Morris
Tom Morris
Its Attorney in Fact

STATE OF IDAHO)
 : ss.
County of Ada)

On this 9th day of May, 1986, before me, a notary public in and for said county and state, personally appeared THOMAS MORRIS, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of RANDALL BERRY, and acknowledged to me that he subscribed the name RANDALL BERRY thereto as principal, and his own name as attorney in fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Carol Ann Boyles
NOTARY PUBLIC for Idaho
Residing at Boise, Idaho
My Commission Expires 1-27-88

STATE OF IDAHO)
 : ss.
County of Ada)

On this 9th day of May, 1986, before me, a notary public in and for said county and state, personally appeared THOMAS MORRIS, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of JOHN K. PEHRSON, and acknowledged to me that he subscribed the name of JOHN K. PEHRSON thereto as principal, and his own name as attorney in fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Carol Ann Boyles
NOTARY PUBLIC for Idaho
Residing at Boise, Idaho
My Commission Expires 1-27-88

STATE OF IDAHO)
 : ss.
County of Ada)

On this 9th day of May, 1986, before me, a notary public in and for said county and state, personally appeared TOM MORRIS, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of DANA HOKIN, and acknowledged to me that he subscribed the name of DANA HOKIN thereto as principal, and his own name as attorney in fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Carol Ann Boyles
NOTARY PUBLIC for Idaho
Residing at Boise, Idaho
My Commission Expires 1-27-88

STATE OF IDAHO)
 : ss.
County of Ada)

On this 9th day of May, 1986, before me, a notary public in and for said county and state, personally appeared TOM MORRIS, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of THE WESTERN DEVELOPMENT DIVISION OF CENTURY AMERICA CORPORATION, and acknowledged to me that he subscribed his name as said attorney in fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Carol Ann Boyles
NOTARY PUBLIC for Idaho
Residing at Boise, Idaho
My Commission Expires 1-27-88