

SEP 6 4 39 PM '85

SECRETARY OF STATE

CERTIFICATE OF LIMITED PARTNERSHIP

OF

CRA II LIMITED PARTNERSHIP

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The undersigned partners of CRA II Limited Partnership hereby certify as follows:

1. The name of the limited partnership is "CRA II Limited Partnership."
2. The general character of the limited partnership's business is real estate investment.
3. The principal office of the limited partnership is 2 miles north, 1/4 mile west on Lower Salmon Falls Road, Hagerman, Idaho. The name and address of the registered agent for service of process on the partnership is Mr. Cole Reed, 2 miles north, 1/4 mile west on Lower Salmon Falls Road, P.O. Box 416, Hagerman, Idaho 83332.
4. The name and business address of each partner is set forth on Exhibit A attached hereto.
5. The amount of cash and a description and statement of the agreed value of the property contributed by each partner is set forth on Exhibit A attached hereto. No partner has contributed services or has agreed to contribute any cash, property, or services in the future.
6. No partner has agreed to make any additional contributions in the future.
7. A limited partner has the power to grant the right to become a limited partner to an assignee of his partnership interest, subject to the consent of the general partner which the general partner may withhold in its discretion. The assignor and assignee must deliver to the general partner a duly executed and acknowledged written instrument of assignment in form and substance satisfactory to the general partner specifying the interest being transferred and setting

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forth the intention of the assignor that the assignee succeed to the assignor's interest as a limited partner. The assignor and assignee must execute, acknowledge, and deliver any other instruments requested by the general partner, including without limitation an acceptance and adoption by the assignee of the provisions of the Agreement of Limited Partnership, an amendment to the partnership's certificate of limited partnership, and a special power of attorney as described in the Agreement of Limited Partnership. The general partner may also require payment of a transfer fee sufficient to cover the reasonable expenses of effecting the substitution.

8. The limited partners do not have the right to terminate their membership in the limited partnership except upon expiration of its term on December 31, 1995. The general partner may terminate its membership in the limited partnership at any time but is not entitled to any distribution with respect to its partnership interest upon such termination unless the limited partnership dissolves as a result of such termination.

9. The partners have a right to receive quarterly distributions from the limited partnership in an amount of cash equal to a 10% annual rate of return on the total net worth of the partnership determined as of the first day of the calendar year. Such distribution is to be divided among them in accordance with their units as of the first day of the calendar year. Partners who purchase units during the calendar year have a right to receive cash distributions on the last day of each quarter remaining in the calendar year in an amount equal to a 10% annual rate of return on the amounts they pay for their units. The partners also have a right to receive distributions upon the dissolution, winding up, and termination of the limited partnership.

10. No partner has a right to receive, and the general partner does not have any right to make, distributions to a partner that include a return of all or any part of the partner's contribution, except upon termination of the limited partnership.

11. The limited partnership is to be dissolved and its affairs wound up upon (a) the expiration of its term on December 31, 1995; (b) sale for cash or notes or other evidence of indebtedness of all or substantially all of the property then owned by the partnership; (c) unless partners holding 60% of the units agree otherwise within 60 days, the death or permanent physical or mental disability of Cole Reed; or (d) any cessation of the general partner to be a general partner of the partnership, unless the partners unanimously

agree in writing to continue the business of the Partnership and to the appointment of a new general partner within 90 days after such cessation.

12. In the event of withdrawal of the general partner, there will be no remaining general partners to continue the business of the limited partnership.

GENERAL PARTNER

COLE REED ASSOCIATES, INC.,  
an Idaho corporation

Dated: 8/28/85

By Cole Reed President  
Cole Reed, President

LIMITED PARTNERS

Dated: 8/28/85

Cole Reed  
(sign)

\_\_\_\_\_  
(print)

Dated: \_\_\_\_\_

\_\_\_\_\_  
(sign)

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(print)

Dated: \_\_\_\_\_

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Dated: \_\_\_\_\_

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(sign)

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(print)

Dated: \_\_\_\_\_

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(sign)

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(print)

EXHIBIT A  
TO  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
CRA II LIMITED PARTNERSHIP

Cash Contribution

GENERAL PARTNER:

Cole Reed Associates, Inc.  
2 miles north, 1/4 mile west on  
Lower Salmon Falls Road  
Hagerman, ID 83332

\$20,000.00

LIMITED PARTNER:

Cole Reed  
2 miles north, 1/4 mile west on  
Lower Salmon Falls Road  
Hagerman, ID 83332

\$20,000.00