

CERTIFICATE OF LIMITED PARTNERSHIP

OF

RECEIVED  
SEC. OF STATE

THE 7520 COLT DRIVE

LIMITED PARTNERSHIP

90 MAR 26 AM 10 27

A Idaho Limited Partnership

The parties hereto do hereby certify that an Agreement was made effective the 21ST day of MARCH, 1990, at Boise, Idaho, by the following, hereinafter called "General Partners":

Osier Realty Corporation  
[REDACTED]

and by the following, hereinafter referred to as "Limited Partners":

John L. Osier  
Louise N. Osier

WITNESSETH:

The parties hereto, on the date described above, formed a Limited Partnership pursuant to the provisions of the Idaho State Limited Partnership Act.

1. Name. The name of this Limited Partnership is THE 7520 COLT DRIVE LIMITED PARTNERSHIP.
2. Business. The general character of the Partnership business shall be to hold, develop and lease real estate and equipment, and conduct a general business as thereto related.
3. Principal Place of Business. The location of the principal place of business of the Partnership is 10475 W. Victory Road, Boise, Idaho 83709.
4. Registered Agent. The registered agent for service for this Limited Partnership is John L. Osier whose address is 10475 W. Victory Road, Boise, Idaho 83709.
5. The Partners. The General Partners and Limited Partners of this Limited Partnership are as follows:

<u>GENERAL PARTNERS</u>	<u>PLACE OF RESIDENCE</u>
Osier Realty Corporation	1000 E William Street Suite 100 Carson City, Nevada 89701

LIMITED PARTNERS

PLACE OF RESIDENCE

John L. Osier

10475 W. Victory Road  
Boise, Idaho 83709

Louise N. Osier

10475 W. Victory Road  
Boise, Idaho 83709

6. Term. The Partnership shall begin on the 21<sup>st</sup> day of March, 19 90, and shall continue for twenty-five (25) years thereafter unless sooner dissolved by law or by agreement of the parties hereto or unless extended by a majority agreement of the Partners.

7. Additional Contributions. No additional contributions of the Limited Partners have been agreed upon.

8. Return of Contributions. No Limited Partner shall be entitled to withdraw or demand the return of any part of his capital contribution except upon dissolution of the Partnership.

9. Profits. All annual net profits of the Partnership shall be divided among the General and Limited Partners in the same proportions as the Partner's then capital interest accounts, unless retained for the Partnership investment and business activities.

10. Assignments. A Limited Partner shall have the right to sell his interest in the Partnership, but only after such Limited Partner gives to the Partnership a 120 day opportunity to purchase such interest, as explained in detail by the Partnership Agreement.

11. Additional Limited Partners. The General Partner may admit additional limited partners.

12. Priority among Limited Partners. There is no priority of one Limited Partner over another as to the contributions or compensation by way of income.

13. Continuance of Business. Upon the death, retirement or insanity of the surviving General Partner, the Partnership shall dissolve unless continued by the remaining Partners and selecting when necessary a new General Partner. If the last surviving or serving General Partner has died, retired and/or becomes insane, then the Limited Partners holding interest in capital in excess of fifty percent (50%) of the capital owned by all Limited Partners may elect to continue the Partnership by selecting a new General Partner.

14. Property Other Than Cash. A Limited Partner may not demand property other than cash in return for his

contributions.

15. Amount of Cash and Agreed Value and Description of Other property Contributed. The Partners in the Limited Partnership have contributed their interest in the property as set forth in Schedule "A" attached hereto, with an agreed value of \$61,200.

<u>Partners</u>	<u>Percentage Interest</u>	<u>Contribution</u>
Osier Realty Corporation	1%	\$612
John L. Osier	80%	\$48,960 Separate Property
Louise N. Osier	19%	\$11,628 Separate Property

GENERAL PARTNERS:

by John S. Osier President  
OSIER REALTY CORPORATION  


LIMITED PARTNERS:

John L. Osier  
JOHN L. OSIER  
Louise N. Osier  
LOUISE N. OSIER

SCHEDULE "A"

Attached to THE 7520 COLT DRIVE LIMITED PARTNERSHIP dated  
the 21<sup>st</sup> day of March, 1990.

1. The following subject to the encumbrances owed  
thereon to-wit:

Lot 17, Block 1 of Sunset West Subdivision No. 3,  
according to the plat thereof in Book 33 of plats at  
page 1991, and amended by affidavit dated May 28, 1974  
as instrument No. 887016, records of Ada County, Idaho.

The above-described real estate is hereby conveyed to  
said 7520 Colt Drive Limited Partnership, with Grantors  
retaining the obligation to personally pay all obligations  
thereon if any presently exist.

GENERAL PARTNERS:

by John L. Osier President  
OSIER REALTY CORPORATION

LIMITED PARTNERS:

John L. Osier  
JOHN L. OSIER Separate Property

Louise N. Osier  
LOUISE N. OSIER Separate Property

STATE OF IDAHO )  
: ss.  
COUNTY OF ADA )

On the 21<sup>st</sup> day of March, 1990, personally  
John L. Osier, President of  
appeared before me <sup>Osier Realty Corporation</sup>, John L. Osier,  
and Louise N. Osier, the signers of the within instrument  
who duly acknowledged to me that they executed the same.

Edward W. Ahrens  
Notary Public  
Residing at: Nampa, Idaho  
My commission expires: October 11, 1993