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SECRETARY OF
STATE

CERTIFICATE OF LIMITED PARTNERSHIP

OF

LONGBRANCH PHASE II LIMITED PARTNERSHIP

The undersigned, desiring to form a limited partnership pursuant to the laws of the State of Idaho and being all of the members of such limited partnership, having signed and sworn to this Certificate, certify as follows:

1. The name of the limited partnership is Longbranch Phase II Limited Partnership.

2. The character of the business of the partnership is as follows: To acquire, own, develop, improve, manage and lease the real property and improvements consisting of Phase II of the Longbranch Station in Nampa, Idaho.

3. The location of the business is 1218 12th Avenue South, Nampa, Idaho 83651.

4. The name and address of the registered agent is Kenneth E. Droulard, 1218 12th Avenue South, Nampa, Idaho 83651.

5. The names and addresses of the general and limited partners are as follows:

General Partner:

Longbranch, Inc.
P.O. Drawer D
Nampa, Idaho 83651

Limited Partner:

Names and addresses of the limited partners are set forth on Exhibit "A", which is attached hereto and by this reference incorporated herein.

6. The amount of cash and a description and statement of the agreed value of the other property or labor or services contributed by each partner, and the percentage of interest of each partner in the profits of the partnership, are set forth on Exhibit "A", which is attached hereto and by this reference incorporated herein.

7. The limited partners are not required to make any additional contributions to the partnership.

8. A limited partner may assign his interest to a substitute limited partner after offering it for sale to the general partner, and upon obtaining the consent of the general partner and otherwise complying with the requirements of the Limited Partnership Agreement.

9. Upon liquidation, the partners shall continue to share profits or losses during liquidation in the same proportions as before dissolution. The partnership assets or proceeds thereof shall be distributed in payment of the liabilities of the partnership in the following order:

(a) To creditors of the partnership, other than partners, in the order of priority provided by law;

(b) To partners for loans, if any, made by them to the partnership;

(c) To the limited partners in the amount, if any, by which their agreed capital contribution of \$50,000.00 per unit exceeds the sum of (1) the unpaid balance of the purchase price of the units, if any, (2) tax credits allocated to the limited partners, and (3) total cumulative cash distributions to the limited partners;

(d) To the general partner in the amount, if any, by which the total capital contribution of the general partner, represented by its equity in the property transferred to the partnership plus the additional capital to be contributed to the partnership exceeds the total cumulative cash distributions to the general partner;

(e) To the limited partners of the credit balance, if any, in their respective capital accounts;

(f) To the general partner of the credit balance, if any, in its capital account; and

(g) To all partners in the percentage which they share in the profits of the partnership.

10. No limited partner is given the right to demand and receive property other than cash in return for his contribution, except that, upon dissolution of the partnership, if the general partner deems it in the best interests of the partnership, a distribution may be made to the partners in accordance with the provisions of the Limited

Partnership Agreement. As set forth in the Limited Partnership Agreement, certain limited partners are given priority over other limited partners as to a return of contribution and income. As among the limited partners, in any allocation of return of contribution or income to the limited partners, each limited partner shall share in the allocation in the proportion that his number of partnership units as a limited partner bears to the total number of partnership units held by all limited partners.

11. The partnership shall commence upon the filing of the Certificate of Limited Partnership and shall continue for a term of 15 years unless terminated earlier as provided in the Limited Partnership Agreement. The business of the partnership may be continued upon the liquidation, dissolution, bankruptcy, or withdrawal of the general partner if all of the remaining partners agree to continue the partnership and by majority vote select a new general partner.

12. Pursuant to paragraph 12 entitled "Power of Attorney" of the Limited Partnership Agreement, each limited partner has given the general partner the power to execute this Certificate of Limited Partnership.

IN WITNESS WHEREOF, this Certificate is signed and sworn to this 14th day of December, 1984.

LONGBRANCH, INC., an Idaho corporation,

By K E Droulard MD
Kenneth E. Droulard, President

"GENERAL PARTNER"

All limited partners as set forth on Exhibit "A", which is attached hereto and by this reference incorporated herein.

BY LONGBRANCH, INC., an Idaho corporation, as attorney-in-fact

By K E Droulard
Kenneth E. Droulard, President

SUBSCRIBED AND SWORN to before me this 14th day
of December, 1984.

(SEAL)



Notary Public for Idaho

CERTIFICATE OF LIMITED PARTNERSHIP-4

LONGBRANCH PHASE II LIMITED PARTNERSHIP

EXHIBIT "A"

<u>NAME/ADDRESS</u>	<u>CASH CONTRIBUTED</u>	<u>DESCRIPTION AND VALUE OF SERVICES OR PROPERTY</u>	<u>PERCENTAGE INTEREST</u>
<u>General Partner:</u>			
Longbranch, Inc., an Idaho corporation, P.O. Drawer D Nampa, ID 83651		Transfer of real property commonly known as Phase II of the Longbranch Station Development in Nampa, Idaho, subject to indebted- ness of \$925,000.00	54.18%
<u>Limited Partners:</u>			
Ellsworth C. Alvord, Jr. 5601 NE Ambleside Rd. Seattle, WA 98105	\$13,667.00	\$36,333.00 by promissory note	8.33%
T. M. Donndelinger, M.D. 4608 Tio Lane Nampa, ID 83651	\$13,667.00	\$36,333.00 by promissory note	8.33%
John Truksa 1512 12th Ave. Rd. Nampa, ID 83651	\$13,667.00	\$36,333.00 by promissory note	8.33%
Richard L. Barger 3326 Garrity Blvd. Nampa, ID 83651	\$13,667.00	\$36,333.00 by promissory note	8.33%
Neil K. Farris, D.O. 921 Scotts Avenue Nampa, ID 83651	\$13,667.00	\$36,333.00 by promissory note	8.33%
Roland J. Smith 3404 S. Midland Blvd. Nampa, Idaho 83651	\$ 6,833.50	\$18,166.50 by promissory note	4.17%

EXHIBIT "A"