

CERTIFICATE OF LIMITED PARTNERSHIP

ROCKY RIDGE LIMITED PARTNERSHIP

DEC 2 11 50 AM

Pursuant to Section 53-208, Idaho Code, the undersigned individuals hereby execute this Certificate of Limited Partnership for filing with the office of the Secretary of State.

(1) Name of the limited partnership: Rocky Ridge Limited Partnership.

(2) The general character of the business: Purchasing, holding, and selling real property.

(3) The names and address of the registered agent for service of process required to be maintained by Section 53-204, Idaho Code: Don M. Johnson, 210-10 Avenue South, Nampa, Idaho 83651.

(4) The name and the business address of each partner:

General Partners

Don M. Johnson
210 - 10th Avenue South P.O. Box 542
Nampa, Idaho 83651

Floyd R. Johnson
P.O. Box 2587
Carson City, NV 89902

William F. Mitchell
P.O. Box 586
FERNLEY, NV 89408

Limited Partners

A. M. and Sumitra Patel
Box 111
South Lake Tahoe, CA. 95705

John G. and Bonnie B. Freeberg
P.O. Box 1131
Bencho Santa Fe, CA. 92067

Don R. Johnson
P.O. Box 542
Nampa, ID 83653

Tom and Lorraine Bicandi

6447 Little Willow Road

Payette, ID 83661

(5) The amount of cash and a description and statement of the agreed value of other property or labor or services contributed by each partner: General Partners, Don M. Johnson and Floyd R. Johnson, \$75,000; William F. Mitchell, services valued at \$1,500.00. Limited partners A. M. and Sumitra Patel, \$315; John G. and Bonnie B. Freeberg, \$50; Tom and Lorraine Bicandi, \$75./ The limited partners shall make initial loans as follows: A. M. and Sumitra Patel - \$314,685; John G. and Bonnie B. Freeberg - \$49,950; Don R. Johnson - \$49,950; and Tom and Lorraine Bicandi - \$74,925.

(6) No additional contributions have been agreed to be made by the partners.

(7) The whole partnership interest of a limited partner may be transferred only with the prior written consent of the general partners. The assignee shall execute and deliver to the general partners an agreement, in form satisfactory to the general partners, to be bound by the terms and conditions of the limited partnership entered into among the partners and such other documents consistent therewith as the general partners shall deem appropriate. The terms of any such assignments shall specify the end of a calendar quarter as the effective date thereof.

(8) There is no time agreed upon as to when the contribution of any limited partner is to be returned other than on the termination of the partnership.

(9) A limited partner may not demand and receive property other than cash from the partnership in return for his or her capital contribution. The profits and losses of the partnership shall be allocated as follows:

(a) The limited partners shall first receive interest on their limited partner initial loans as follows:

A. M. and Sumitra Patel: 12% per annum;
John G. and Bonnie B. Freeberg: 10.5% per annum;
Don R. Johnson: 10.5% per annum;
Tom and Lorraine Bicandi: 10.5% per annum.

(b) The remaining profits or losses shall be accounted for separately by phase and then allocated as follows:

(i) Initially from the profits of Phase 2:

Tom and Lorraine Bicandi: \$25,000 or 12.5% of the profit from Phase 2 only, whichever is greater.

(ii) From the profits of Phase 1 and the then remaining profits of Phase 2:

Don M. Johnson: 25% of profit from Phase I and from Phase II;

Floyd R. Johnson: 25% of profit from Phase I and from Phase II;

William F. Mitchell: 15% of profit from Phase I and from Phase II;

A. M. and Sumitra Patel: \$100,000 or 20% of the profit from Phase I and from Phase II, whichever is greater;

John G. and Bonnie B. Freeberg: \$15,000 or 5% of the profit from Phases I and II, whichever is greater;

Don R. Johnson: 5% of the profit from Phase I and Phase II plus \$15,000 or an additional 5% of the profit from Phase I and II, whichever is greater.

The amounts received by the limited partners shall first be applied as payment on the limited partner initial loans. The payments shall first apply to interest and then to principal. When the loan principal is completely paid, the balance paid shall be the limited partner's share of profits.

(10) There is no right given to a partner to receive or of a general partner to make, distributions to a partner which include a return of all or any part of the partner's contribution.

(11) The partnership shall begin on the date of the recordation of the Certificate of Limited Partnership and shall continue for fifty years unless it is wound up, dissolved, and terminated under the terms, conditions, and agreements set forth in the Limited Partnership Agreement and entered into among the parties or as provided by law.

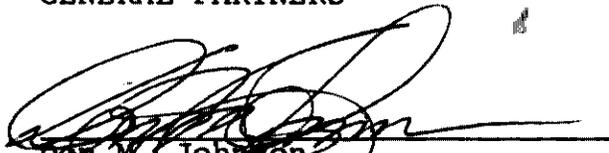
(12) Upon the death or withdrawal or any act of insolvency on the part of any general partner, the partnership shall dissolve unless, within ninety (90) days after one of the listed events, the remaining general partners or partner and the majority of the limited partners or if all general partners have withdrawn or become insolvent, then the majority of the limited partners elect in writing to continue and business of the

partnership in a reconstituted partnership consisting of the remaining partners and under the terms and conditions set forth in the limited partnership agreement entered into by the parties.

(13) Any writing to amend this Certificate may be signed by the general partners as attorney-in-fact for all limited partners and their assignees, in accordance with the powers of attorney granted by the limited partners.

IN WITNESS WHEREOF, we have heretofore set our hands this 15th day of May, 1987.

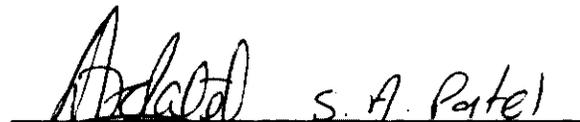
GENERAL PARTNERS

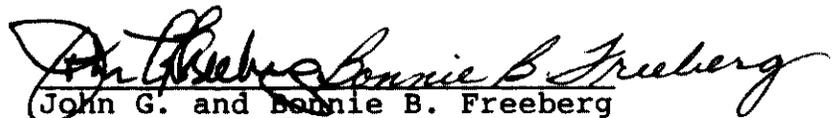

Don M. Johnson


Floyd R. Johnson


William F. Mitchell

LIMITED PARTNERS


A. M. and Sumitra Patel


John G. and Bonnie B. Freeberg


Don R. Johnson

Tom Biscardi Lorraine Biscardi
Tom and Lorraine Biscardi